



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
September 3, 2024

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Northridge Baptist**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Automatic Supplements**
 - Airport - \$4,280.00 from grant funds
 - Police Department - \$7,669.84 from insurance claim
 - EMS - \$3,942.02 from insurance claim
 - HR - \$1,000.00 from insurance claim
 - D. Acknowledge Acceptance of Audit Report for 2023**
 - E. Special Event Permit Application For Palace City Kiwanis Half Marathon, 10K, and 5K on Sunday, October 6, 2024**
 - Street Closure(s)
 - Noise Permit
 - F. Purchase of Rearload Garbage Truck off Sourcewell Contract Project #2024-27**
 - G. Change Order #3 to Rice Lake West for Mitchell Pump Station and Ground Storage Reservoir Project #2020-20**
 - H. Set Date for Hearing on September 16, 2024 for Tax Levies to be Certified to County Auditor**
 - I. Set Date 1:30 P.M., September 18, 2024 for Bid Opening Rebid of Airport Snow Removal Project #2024-22R**
 - J. Set Date of September 16, 2024 for Hearing and Action on the Following Alcohol License Applications**
 - a. On the application to transfer RB-3124 Retail (on-off Sale) Malt Beverage & SD Farm Wine License from Austen LLC dba Rowdy Ram, 1001 S Burr St Suite A to MG Oil Company LLC dba 777 Mitchell-A, 1001 S Burr St Suite A (Video lottery is included)

b. On the application to transfer RW-7501 Retail (on-off Sale) Wine and Cider License from Austen LLC, dba Rowdy Ram, 1001 S Burr St Suite B to MG Oil Company LLC dba 777 Mitchell-B, 1001 S Burr St Suite B (Video lottery is included)

K. Approval of Gasoline & Fuel Quotes

L. Pay Estimates

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

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

7. Citizens Input

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

8. Mayor & Council Discussion Items

9. 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 Dennis Kaus-Variance Permit

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.

B. Hearing and Action on an Application for Josh Frost-Conditional Use Permits

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.

C. Hearing and Action on an Application for Central Plains Automation Inc-Variance Permit

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.

D. Action to Set Date for Board of Adjustment Hearing 09-16-24

Alexis Kress has applied for a conditional use permit to operate a Family Residential Daycare; located at 423 W 11th Ave, legally described as Lot 6, Block 40, Capital Addition, City of Mitchell, Davison County, South Dakota. The

said real property is zoned R2 Single Family Residential District.

- 10. RECONVENE AS CITY COUNCIL: Entertain a Motion For The Board of Adjustment To Adjourn And The City Council To Reconvene In Regular Session**
- 11. Discussion on Cemetery Bike Path Relocation**
- 12. Presentation on Northwest Drainage Study by McLaury Engineering**
- 13. Hearing and Action on the Following Alcohol License Applications**
 - a. On the application of Odyssey Entertainment Inc. dba Odyssey Luxury, 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 to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street (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 to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street (Video lottery is included)
 - d. On the application to transfer RW-6509 (on-off sale) Wine and Cider License from Bradley Theme LLC dba Scoreboard Pub & Grill, 522 North Main St to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street (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
- 14. Action to Approve Special Event Permit Application For Tiger Trail Trek 5K Run on Saturday, October 12, 2024**
 - Kiwanis Woodlot Park Area Trails Closure
- 15. Action to Approve Agreement #A2024-37, North Mattie Utility Extension with Doug and Heidi Gehrke**
- 16. Action to Award Bid for North Mattie Utility Extension Project #2024-24**
- 17. Action to Approve Agreement #A2024-59, Civil Engineering Service for CJM Consulting for Sam Street Extension with SPN & Associates**
- 18. Hearing and Action to Approve Resolution #R2024-49, Levying Business Improvement District #3 Special Assessments for 2024-2025**
- 19. Public Hearing on the State Revolving Fund (SRF) Loan funding for the Lake Mitchell Project as Approved in the June 2024 Election**
- 20. Action to Approve Lake Mitchell Project Application and Resolution #R2024-57,**

Sanitary/Storm Sewer Facilities Application with SDDANR

- 21. Hearing and First Reading on Ordinance #O2024-07, Rezoning of Lot 1 Ex Lot H6 in the SE ¼ of Section 27, Township 103 N, Range 60 W of the 5th P.M., Davison County, South Dakota be changed from HB Highway Oriented Business District to TWC Transportation, Warehousing and Commercial District (1600 to 1900 block of S Foster St on the west side)**
- 22. Discussion on Potential Ordinance to Stagger Election Cycles for Council and Mayor Positions**
- 23. Motion to Enter into Executive Session According to SDCL 1-25-2 (4) Negotiations**
- 24. 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 19, 2024
6:00 P.M.**

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

ABSENT: Marty Barington

PRESIDING: Mayor Jordan Hanson

RECOMMENDATION:

Moved by Goldammer, seconded by McCardle, to approve Mayor Hanson's recommendation to appoint Dean Knippling to the position of Police Chief. Motion carried.

OATH OF OFFICE:

Mayor Hanson issued the oath of office to Chief of Police Dean Knippling.

AGENDA:

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

- a. City Council Minutes
 - 1. City Council August 5, 2024
- b. Committee Reports
 - 1. Planning Commission July 22, 2024
 - 2. Planning Commission August 12, 2024 (unsigned)
- c. Department Reports
 - 1. Sales Tax Collections (July)
 - 2. Finance (July)
 - 3. Building Permits (July)
 - 4. Police (July)
 - 5. Fire (July)
 - 6. Code Enforcement (July)
 - 7. Water (July)
- d. Raffle Permits
 - 1. Dakota Wesleyan University Football with the drawing to be held September 7, 2024
 - 2. Dakota Wesleyan University Volleyball with the drawing to be held at home matches

- e. Contingency funds for Recreation Center sewer line repairs
- 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
- h. Special Event Permit application for Cursed Chains Challenge Disc Golf Tournament on Saturday, October 26, 2024
- i. Volunteer Board Appointment
 - 1. Nicholas Kummer to the Historic Preservation Commission to fill an unexpired term to run from August 2024-June 2027
- j. Change Order #2 for Cadwell Park Press Box Project #2022-34 increasing the contract amount by \$5,620.00 to Rexwinkel Construction, adjust contract amount to \$563,548.16
- k. Set date of September 3, 2024 for Hearing and Action
 - 1. 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.)
 - 2. On the application to transfer RL-5771 Retail (on-sale) Liquor License from Bradley Theme, LLC dba Scoreboard Pub & Grill, 522 North Main Street to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street (Video lottery is included.)
 - 3. 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 Street to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street (Video lottery is included.)
 - 4. On the application to transfer RW-6509 Retail (on-off sale) Wine and Cider License from Bradley Theme, LLC dba Scoreboard Pub & Grill, 522 North Main Street to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street (Video lottery is included.)
 - 5. 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 6:00 p.m., September 16, 2024 for hearing for Assessment Roll for 2023 Construction Projects and 2023 Nuisance Abatements
- m. Pay Estimates August 19, 2024
 - Pay Estimate #15 in the amount of \$416,159.29 for Above Ground Storage Tank #2020-20 contracted to Rice Lake West
 - Pay Estimate #42 in the amount of \$841.19 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group
 - Pay Estimate #43 in the amount of \$12,889.18 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group
 - Pay Estimate #5 in the amount of \$39,982.00 for West Side Water Tower #2021-03 contracted to Maguire Iron
 - Pay Estimate #1 in the amount of \$83,625.00 for Firesteel Ducks Unlimited NAWCA Easement #2021-18 contracted to Dennis and Darlene Koch
 - Pay Estimate #14 in the amount of \$1,023.50 for Livesay Lane Improvements #2021-25 contracted to Infrastructure Design Group
 - Pay Estimate #20 in the amount of \$1,167.50 for Recycling Building #2021-30 contracted to Helms & Associates
 - Pay Estimate #19 in the amount of \$35,326.76 for Wastewater Treatment Plant Improvements-Phase II #2022-01 contracted to HDR Engineering

Pay Estimate #9 in the amount of \$40,563.00 for Cadwell Park Press Box #2022-34 contracted to Rexwinkel Concrete

Pay Estimate #14 in the amount of \$955.00 for Jetty & Marina Bike Trail #2023-03 contracted to Brosz Engineering

Pay Estimate #3 in the amount of \$3,900.00 for West End Bridge #2023-23 contracted to Brosz Engineering

Pay Estimate #8 in the amount of \$15,972.50 for East 5th-Burr to Foster #2024-02 contracted to Brosz Engineering

Pay Estimate #6 in the amount of \$54,367.95 for Randall Regional Waterline #2024-07 contracted to Randall Community Water District

n. Approve Bills, Payroll, Salary Adjustments and New Employee Hires and Authorize Payment of Recurring and other expenses in advance as approved by the Finance Officer

PAYROLL JULY 21, 2024 – AUGUST 3, 2024: City Council \$3,626.48, Mayor \$1,567.54, City Administrator \$6,369.23, Administrative Boards \$2,325.00, Attorney \$5,332.08, Finance \$14,542.74, Human Resources \$4,379.83, Municipal Building \$3,744.56, Information Technology \$3,286.77, Police \$71,706.01, Traffic \$3,382.10, Fire \$42,465.05, Street \$36,154.46, Public Works \$25,399.99, Cemetery \$8,570.57, Library \$16,959.17, Recreation & Aquatics \$34,668.92, Recreation Center \$16,544.26, Sports Complexes \$20,546.58, Ballpark Concessions \$288.86, Parks \$26,157.49, Supervision \$6,441.14, Corn Palace \$32,656.91, E911 \$25,404.45, Palace Transit \$31,543.31, JVCC \$2,325.40, Nutrition \$4,435.60, Water Distribution \$15,409.22, Sewer \$15,711.45, Recycling Program \$7,571.18, Waste Collection \$6,655.63, Landfill \$10,869.25, Golf Course \$7,804.19, Campground \$2,811.20, Emergency Medical Services \$37,175.56

NEW HIRES:

CORN PALACE: Joey Totton-\$15.00

E-911: Emma Farley-\$22.477

PARKS: Myles Brewster-\$22.477

POLICE: Cierra Dailey-\$28.773

RECREATION CENTER: Macy Bohl-\$12.70, Savannah Schmidt-\$12.70,

SPORTS COMPLEXES: Charles McCardle-\$13.70

SALARY ADJUSTMENTS:

AIRPORT: Daniel London-\$66,061.00

CEMETERY: Aaron Willis-\$33.384

08-19-2024

CORN PALACE: Kathy Hanks-\$23.397

LIBRARY: Jean Patrick-\$32.088

PALACE TRANSIT: Jonathan Gamber-\$22.704, Wanda Graves-\$29.658

SPORTS COMPLEXES: Nolan Tegels-\$23.853

STREET: Pamela Punt-\$27.400

WARRANTS: A-Ox Welding Supply, Supplies-\$432.23; AAA Collections, Collection Fees-\$439.66; Aaron Hieb, Reimbursed-\$7.08; ABC Harris Publishing, Advertising-\$510.00; AFSCME Council 65, Union Dues-\$508.25; Amazon Capital Services, Supplies-\$855.39; American Garage Door, Supplies-\$120.00; American Legal Publishing, Advertising-\$431.55; Aqua-Pure, Supplies-\$3,487.50; ATV Holdings, LLC dba Mitchell Telecom, Utilities-\$2,870.90; Avera Occupational Medicine, Service-\$1,597.00; Avera Queen of Peace, Supplies-\$211.30; B-Y Water District, Utilities-\$119,953.06; Baker & Taylor, Books-\$39.01; Bechen Electric, Repairs-\$669.78; Becker Arena Products, Supplies-\$2,566.47; Bender Sewer & Drain, Maintenance-\$3,967.00; Big Daddy D's, Contract Services-\$4,347.00; Billy Lurken, Fundraising-\$425.00; Blackstone Publishing, Audiobooks-\$171.96; Blue Crew Productions, Entertainment-\$76,000.00; Brandon Jones, Entertainment-\$3,000.00; Brett Lowrie, Contract Services-\$20,000.00; Brosz Engineering, 2023-23 P.E. #3-\$20,827.50; Builders First Source, Supplies-\$110.61; Butler Machinery, Supplies-\$384.25; C&B Operations, Supplies-\$2,456.89; C&D Pedal Pulls, Entertainment-\$510.00; CBRE Valuation and Advisory Service, Improvements-\$5,000.00; Cengage Learning Inc/Gale, Books-\$1,366.76; Center Point Large Print, Books-\$97.08; Central Electric, Utilities-\$12,688.44; Century Link, Utilities-\$66.85; Chesterman, Supplies-\$1,119.75; Chris R Garcia, Entertainment-\$1,400.00; CHS Farmers Alliance, Supplies-\$10,420.88; City of Mitchell, Supplies-\$262.00; City of Mitchell, Hotel Tax-\$1,178.00; CK Bicycles & Locks, Supplies-\$32.00; Coborns, Contract Services-\$974.40; Commercial Asphalt, Supplies-\$11,226.60; Confluence, Plaza Expansion-\$4,500.00; Core & Main, Supplies-\$1,064.80; Core-Mark Midcontinent, Supplies-\$10,287.61 ; Corn Palace, Supplies-\$14.75; Corporate Translation Service, Translation Services-\$87.15; County Fair, Contract Services-\$1,232.00; Dakota Mainstem, Travel-\$2,304.71; Dakota Pump, Supplies-\$3,570.30; Dakota Supply Group, Supplies-\$590.53; Dan London, Reimbursement-\$53.90; Dan Pollreis, Entertainment-\$1,000.00; Darrington Water Conditioning, Rental-\$63.90; Davison County Register of Deeds, Improvements-\$30.00; Davison Rural Water Systems, Utilities-\$156.85; Dennis & Darlene Koch, 2021-18 P.E. #1-\$83,625.00; Department of Agriculture, Solid Waste Surcharge-\$3,560.07; Department of Social Services, Child Support-\$633.69; Dicks Towing, Towing-\$405.00; Dimock Dairy, Supplies-\$297.00; Elfstrand's Ace Hardware, Supplies-\$379.80; Elliott Equipment, Supplies-\$453.63; ELO Prof, Annual Audit-\$19,750.00; Fleetpride, Supplies-\$983.70; Flowbird America, Gateway Fees-\$69.00; Galls, Supplies-\$161.60; Gaylen's Gourmet Popcorn, Supplies-\$1,735.20; Graham Tire, Supplies-\$160.00; Grainger, Supplies-\$182.76; Hawkins, Supplies-\$6,871.22; HDR Engineering, 2022-1 P.E. #19-\$35,326.76; Heather Hinker, Deposit Refund-\$2,000.00; Helms and Associates, 2021-30 P.E. #20-\$1,167.50; Henry Schein, Supplies-\$474.25; Hunter Heating & Cooling, Maintenance-

\$1,042.14; ICan, Advertising-\$750.00; Infrastructure Design Group, 2020-20 P.E. #42-\$14,753.87; International Code Council, Membership-\$170.00; Interstate Glass & Door, Supplies-\$333.96; Interstate Office Products, Supplies-\$222.97; Jack's Campers, Supplies-\$22.15; Jebro, Supplies-\$18,853.28; Jesse Schlimgen, Reimbursed-\$89.96; Jimmy River Band, Entertainment-\$1,000.00; Johnson Controls, Repair-\$1,600.13; Jones, Supplies-\$2,586.35; Karter Kenis & The Smoking, Entertainment-\$1,000.00; KIKN-FM, Advertising-\$200.00; Kone, Maintenance-\$945.66; Kromer, Supplies-\$87.12; KIKN-AM, 2024 Dakotafest-\$200.00; Lakeview Veterinary Clinic, Management-\$900.00; Lance and Lea Music, Entertainment-\$1,500.00; Larry's I-90 Service, Repair-\$31.05; Leighton Family Farms, Supplies-\$740.00; Logan Culhane, Entertainment-\$1,000.00; Maguire Iron, 2021-3 P.E. #5-\$39,982.00; Make It Mine Designs, Supplies-\$501.75; Mark Zard, Reimbursed-\$155.99; McLeod's Printing, Supplies-\$1,319.30; Medical Waste Transport, Professional Service-\$131.97; Menard's, Supplies-\$2,066.62; Midcontinent Communication, Utilities-\$131.19; Midcontinent Communication, Advertising-\$1,902.00; Midwest Drywall, Repairs-\$780.61; Midwest Laboratories, Testing-\$1,386.04; Midwest Turf & Irrigation, Supplies-\$166.96; Minnesota Valley Testing, Lab Fees-\$513.00; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Convention & Visitors Bureau, August 2024 Funding-\$20,800.00; Mitchell Plumbing & Heating, Repair-\$85.64; Mitchell United Way, United Way Deductions-\$173.00; Mobotrex, Supplies-\$254.00; Mueller Lumber, Supplies-\$1,561.74; Muth Electric, Repairs-\$10,443.83; Napa Central, Supplies-\$870.47; Natural Formulations, Supplies-\$277.43; Northwest Pipe Fittings, Supplies-\$226.56; Northwestern Energy, Utilities-\$82,640.46; One Source The Background, Background Checks-\$304.00; Overdrive, Supplies-\$93.99; Overtime, Contract Services-\$2,338.25; Palace Transit, Advertising-\$360.00; Pepper Entertainment, Entertainment-\$15,000.00; Pepsi Cola, Supplies-\$429.96; Porter Distributing, Supplies-\$110.75; Premier Equipment, Supplies-\$633.70; Premier Pest Control, Pest Control-\$200.00; Public Health Laboratory, Testing-\$325.20; Qualified Presort, Postage-\$403.92; Quick Med Claims, Monthly Charges-\$5,253.93; Randall Community Water District, 2024-7 P.E. #6-\$54,367.95; Reed Renken, Entertainment-\$100.00; Republic National Distributing, Supplies-\$828.00; Rexwinkel Concrete, 2022-34 P.E. #9-\$40,563.00; RGM Productions, Entertainment-\$2,000.00; Rice Lake West, 2020-20 P.E. #15-\$416,159.29; Runnings Supply, Supplies-\$2,358.72; S & M Printing, Supplies-\$92.10; Saga Communications, Advertising-\$651.00; Sanford Health Mitchell, Community Events-\$275.00; Santel Communications, Utilities-\$30.00; Schoenfelder Portables, Rentals-\$1,710.00; Schumacher Elevator, Maintenance-\$549.38; South Dakota Police Chiefs', Training-\$1,085.00; South Dakota-Supplemental Retirement, Supplemental Retirement-\$3,007.50; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$1,787.50; South Dakota Solid Waste Management, Membership Renewals-\$550.00; SF Ballfield, Supplies-\$585.00; Sherwin-Williams, Supplies-\$176.43; Sign Solutions, Supplies-\$1,563.73; Siteone Landscape Supply, Supplies-\$2,716.51; South Dakota 811, Message Fees-\$332.85; Stan Houston Equipment, Supplies-\$354.88; Standard Insurance, Life Insurance-\$407.20; Staples, Supplies-\$755.20; Streicher's - Minneapolis, Supplies-\$1,208.00; Sturdevants Auto Value, Supplies-\$2,075.74; Subway, Planning Meals-\$47.94; Sun Gold Sports, Supplies-\$2,772.00; Teamsters Local No. 120, Union Dues-\$1,459.00; Tessiers Mechanical Contracting, Repair-\$135.40; The Dugout, Contract Services-\$2,529.00; The Reality of Yourself, Entertainment-\$3,400.00; Thomson Reuters - West, Subscription-\$824.82; Thune True Value & Appliance, Supplies-\$206.43; Titan Machinery-Application, Supplies-\$203.25; TMA Stores, Repairs-\$135.82;

Transource, Supplies-\$273.36; Transwest - Sioux Falls, Supplies-\$788.07; Van Wall Equipment, Supplies-\$241.75; Verizon Wireless, Utilities-\$804.90; Vern Eide Ford, Supplies-\$423.64; Vestis, Service-\$239.00; Walmart/Capital One, Supplies-\$143.31; Wasserman Music, Entertainment-\$76,000.00; Williams Drones, Supplies-\$1,734.95; Wisconsin Child Support, Garnishment-\$395.58; Zimco Supply, Supplies-\$2,057.50; The Safe Place of Eastern South Dakota, Safehouse-\$218,875.56; South Dakota Department of Revenue, Sales Tax Payment-\$30,167.60

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

CITIZENS INPUT:

Mitchell resident, Ron Freeman, has concerns with the intent to move the bike path behind the homes on Thunderbird and near Pebble Beach.

Mitchell resident, Tom Fergen, shared his many concerns about draining and dredging the lake.

Corn Palace Director, Doug Greenway, invited City Council and the public to support and enjoy the Corn Palace Festival beginning Wednesday, August 21st.

Mitchell resident, Robert Hoffman, stated the ordinance for vicious animals is unconstitutional and needs to be repealed.

Mitchell resident, Stewart Hanson, stated the bid letting for the lake project should be delayed until a check is received from Friends of Firesteel. Hanson also wanted to thank everyone involved with bringing Arts in the Park back to Mitchell.

CITY COUNCIL/MAYOR COMMENTS:

Council Member Mike Bathke asked about the Kids Arts in the Park going on during Corn Palace Festival. Corn Palace Director Doug Greenway stated that this is not part of festival but rather the Farmers Market which will be held in the Corn Palace Plaza on Wednesday evening.

Mayor Jordan Hanson stated he would like to see term limits in place for Mayor and City Council Members.

BOARD OF ADJUSTMENT:

Moved by Goldammer, seconded by Bathke, 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 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. The property is zoned R2 Single Family Residential District. The Planning Commission recommended approval of said application with the conditions the permit is non-transferable, if the business ceases to operate for six months, a new application would be required, and pass a fire inspection. Moved by Goldammer, seconded by Smith, to approve said application with Planning Commission recommendations. Motion carried.

It was advised that this is the date and time set for hearing 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 ½ and E ½ of Lot 6, Block 3, Hammers Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R4 High Density Residential District. The Planning Commission recommended approval of said application. Moved by McCardle, seconded by Sabers, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing 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. The property is zoned RL Lake Residential District. The Planning Commission recommended approval of said application. Moved by Sabers, seconded by Goldammer, to approve said application. Bathke abstained. Motion carried.

It was advised that this is the date and time set for hearing on the application of 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. The property is zoned PL Public Lands and Institutions District. The Planning Commission recommended approval of said application. Moved by Tjarks, seconded by Bathke, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of 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. The property is zoned PL Public Lands and Institutions District. The Planning Commission recommended approval of said application. Moved by McCardle, seconded by Sabers, to approve said application. Motion carried.

Moved by McCardle, seconded by Tjarks, to set date for September 3, 2024 on the following applications:

Dennis Kaus for a front yard variance of 20' vs 25' to build a 12' x 14' covered patio located at 408 West 12th Avenue, legally described as Lot 10, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota;

Josh Frost 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 Avenue, 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;

Central Plains Automation Inc. for a front yard variance of 1' 6" vs 35' to build a 16' x 40' office addition located at 1501 West 4th Avenue, legally described as Lots 1-6 except H-1 of Lot 6, Block 29, Home Park Addition, City of Mitchell, Davison County, South Dakota.

Motion carried.

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

HEARING:

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

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

CONSIDER APPROVAL:

Moved by Tjarks, seconded by Goldammer, to approve the Special Event Application for River Tree Block Party on Sunday, September 8, 2024 with street closure fee waived as requested. Motion carried.

AWARD BID:

Bids were opened and read on Airport Snow Removal Project #2024-22 on the 31st day of July, 2024. Moved by Bathke, seconded by Smith, to reject all bids. Goldammer nay. Motion carried.

CONSIDER APPROVAL:

Moved by McCardle, seconded by Sabers, to approve Agreement #A2024-36, Tax Increment District #37 Developer Agreement with corrections. Motion carried.

RESOLUTIONS:

Moved by McCardle, seconded by Bathke, to approve Resolution #R2024-52, Plat of Lots 1A & 2A in Block 2 of Bayside Overlook Subdivision, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Smith, to approve Resolution #R2024-53, Plat of Lot 58-B of Indian Head Subdivision, Lake Mitchell Development Plan, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Goldammer, to approve Resolution #R2024-54, Plat of Lot 68-A of Indian Head Subdivision, Lake Mitchell Development Plan, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Smith, to approve Resolution #R2024-55, Plat of Lot 108-A of Indian Head Subdivision, Lake Mitchell Development Plan, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Sabers, seconded by McCardle, to approve Resolution #R2024-56, Plat of Lots A, B, and C of Depot Second Addition, as follows:

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.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by McCardle, seconded by Smith, to place Ordinance #O2024-06, Method of Electing Officers for City Council on second reading. Motion carried. Moved by Tjarks, seconded by Goldammer, to adopt Ordinance #O2024-06, Method of Electing Officers for City Council, as follows:

ORDINANCE #O2024-06

**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.

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

EXECUTIVE SESSION:

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

Mayor Hanson declared the board out of executive session at 8:44 p.m. and the City Council to reconvene in regular session at 8:45 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 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



Planning Commission 8-26-24
City Council Chambers, City Hall, 612 N. Main Street
August 26, 2024

1. Call to Order

Chairperson Genzlinger called the August 26, 2024 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

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

Absent: Havlik, Schmitz, Schreurs.

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

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

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

5. Approval of Previous Minutes: August 12, 2024

Motion by Osterloo, seconded by Sonne to approve the proposed minutes of the August 12, 2024 Planning Commission Meeting. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

6. Schedule Next Meeting: September 9, 2024

Motion by Sonne, seconded by Osterloo to set the date for the next Planning Commission Meeting for September 9, 2024. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

7. Variance Permit: Dennis Kaus

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.

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 returned in favor. The applicant was not present to answer questions.

Osterloo questioned whether it was going to be enclosed, and it was answered it was not going to be.

Genzlinger noted the amount of area of the area already covered, but Jenniges noted this is zoned R4 which allows 75% coverage. Genzlinger also stated his concerns that if it is approved now, a couple of years down the road they will just enclose it.

Sonne noted that this setback isn't for a garage or driveway and doesn't foresee it becoming that situation in the future. He doesn't think anyone will ever park in front of this like other variance requests are looked at.

Motion by Osterloo, seconded by Sonne to recommend approval of the variance. Roll call vote: Genzlinger – nay, Havlik – absent, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 3 aye, 1 nay, 3 absent; motion carried.

8. Conditional Use Permit: Josh Frost d.b.a. Mitchell Towing & Recovery

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.

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 that was not in favor and did not make the packet but was handed out at the meeting. The applicant was present to answer questions.

Jenniges said there was a complaint turned into his office about the business and the amount of stuff being stored on the property. He said he sent a letter to the landowner, and he came within the time allowed and requested a conditional use permit for the two items. Jenniges showed the pictures of the business being operated and the amount of stuff on the property. Some of which used to be on city property, but they have been removed from there. He also requested that there be two separate motions for the conditional use permits but understood discussion could overlap between the two of them.

Derek Davis is the owner of Mitchell Towing and Recovery and said they applied be to on the City of Mitchell's towing list and they were approved for that and didn't realize it required a conditional use permit as well to operate at this location. He said Josh also thought there was a CUP for the land already, so nothing new was required. Davis asked to keep the business separate from the outside storage CUP. He said vehicles can sit there for 45 days before being removed if no one claims the vehicle.

Jirsa questioned if a fence could be put up and if it was going to turn into a parking lot out there. Davis answered they have begun installing fencing in the area already and they have put gates up on the road side of the business so as to not be able to see past it. He also noted there will be new neighbors to the north.

Osterloo asked about the other business that there was a sign on the building, which is AAA Lawncare. Jenniges replied that that signage is permitted in UD and that the business isn't actually taking place there, it is happening at a different location, they just bring their vehicles back to this site. Jenniges also noted that with that business they are not allowed to bring back grass clippings or tree trimmings to this location they would have to be disposed of elsewhere. Davis did note that the lawncare business is ceasing in the near future, and they are just going to plow snow and not do lawncare anymore.

Dennis Kiner Jr stated he was there representing his parents and some of the neighbors. His parents overlook the property and they can see everything and there isn't a fence tall enough to hide it all. They believe there is a fight between the city/county as to whose jurisdiction is out there. His parents have spent over \$2,000 planting bushes and shrubs to block the view. They would like to know why they are starting another business when they can't maintain the existing land. They are worried about cars being stacked on top of each other. Kiner did note that he is working on cleaning up his land and organizing his property because everyone from Maui & Daily Drive can see it. He has concerns about property values dropping if an "H&R Salvage" were to move next door. They do not have an issue with the towing business moving onto the land just want everything else cleaned up and organized.

Pam Kiner representing her and her husband said there will be a new owner taking possession of their house on August 28th, 2024. She said they are not against a towing company being next door but don't want it to turn into a salvage yard. She believes that semi's are not pleasing to the eye but understands buildings are expensive to build. She thinks H & R Salvage on old Hwy 16 is visibly pleasing from the road. She said someone from the city/county needs to take responsibility for complaints.

Josh Frost said the contract with the city will require cameras and gates. They need to be able to hold 10 cars for the city contract. They are in the process of putting up a fence. The telephone poles he has are untreated, and he cuts them up and splits them for his use. The rafters are for a future addition to one of the sheds.

Sonne questioned what all he has stored or what all he is going to store or use it for. Frost answered wood goes into trailers, and he has a couple of cars for demo derby's. Once they have reached their useful value he gets ride of them.

Justin Johnson clarified that the City of Mitchell is responsible for zoning and building permits in the ETJ. The county is responsible for nuisance codes and burning restrictions. He believes outside storage will be a hard CUP to address and police, outside storage can turn into a junkyard. HE also noted the board could put conditions with the CUP one of which being a review period.

Jirsa said he would like to see something on paper explaining what they are going to do with everything and the time frame for the operation. Genzlinger was in agreement.

Mayor Hason said Josh and Derek are both his friends. He would like to see the board give

them an opportunity before being shot down. He knows they have a significant investment in their business.

Motion by Sonne, seconded by Osterloo to recommend approval of the outside storage conditional use permit with the condition that there is a review of the conditional use permit at the first meeting in October 2024 and there is a plan written on paper for the materials on site, the location of where the materials will be placed, fence location and type and also a schedule for when all of it will be cleaned up or organized. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

Motion by Sonne, seconded by Osterloo to recommend approval of the automotive sales, repair, parts and detailing conditional use permit with the condition that there is a review of the conditional use permit at the first meeting in October 2024 and there is a written plan on paper for location of vehicle placement, fencing type and location, business hours and also a schedule for when all the work will be completed. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

9. Rezone Hearing and Recommendation: Dakota Land & Property Management LLC

Dakota Land Management Properties LLC is requesting the following property legally described as; Lot 1 Ex Lot H6 in the SE ¼ of Section 27, Township 103 N, Range 60 W of the 5th P.M., Davison County, South Dakota; be changed from HB Highway Oriented Business District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (1600 to 1900 block of S Foster St on the west side-see reverse side for location).

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 opposed just one phone call with questions. The applicant was present to answer questions.

Jenniges gave an overview of the area and the current zoning and comprehensive plan.

The applicant stated he would like to have the land switched to give him more options for what he can use the land for.

Genzlinger noted that Highway Business doesn't make since even though it's next to the interstate it would take along time to get there since it's not a direct route.

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

10. Variance Permit: Central Plains Automation Inc

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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one in favor that made the packet and one that had questions that did not make the packet but was handed out at the meeting. The applicant was present to answer questions.

Jenniges gave an overview of the area. He also noted they were approved for a 15' variance in 2003 but built back at 17'-6". They are now requesting a new variance to build an office addition.

The applicant stated the reason for requesting the variance on the north side of the building and not on the west or on the south is because the current offices are adjacent to that location. If they were to build it elsewhere they would have to move existing equipment and storage tanks. Also, with the parking concern, he has one part-time person that parks on the road. He could have them park elsewhere to make sure trucks can get through. They are a small business of about 10 employees.

Genzlinger questioned what the traffic load was like on 4th Ave, to which was answered not a lot, but some because there is residential in the area and also Mueller Lumber. However, their business does not get a lot of foot traffic, just mainly the deliveries on the west end.

Chuck Paulson said he built the building before the road was even built.

Genzlinger questioned if there were any concerns from Public Works. It was answered that there is still a boulevard for pushing snow onto, this variance is from the property line. The addition would be out of the site triangle for the street to the east. The only possible concern would be sidewalk close to the addition, but there are no plans to put sidewalk in this area at this time.

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

11. Other Business:

None.

12. Public Input:

None.

13. Adjourn

Chairperson Genzlinger adjourned the meeting at 1:05 P.M.

Kevin Genzlinger
Planning Commission Chairperson

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Bill was reimbursed by grant by State of South Dakota Division of Aeronautics for Sign Replacement \$4,280.00

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

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

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

☒ yes ☐ no

Amount of funds received:

Funds received from:

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

over budget for repairs

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Insurance reimbursement for ambulance repair/accident.

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

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

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

☒ yes ☐ no

Amount of funds received:

Funds received from:

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

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department:	HR	Date Submitted:	08/26/2024
Budget line # to be supplemented:	101-41460-42110	Budget line description:	Liability, Property Ins
Supplemental amount requested:	\$1000.00	Submitted by:	Liz Kitchens

Describe the need for the supplemental funds:

Insurance reimbursement for ambulance repair/accident.

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

101-3699

What is the amount of the budget line was unspent?

NA

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

NA

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

☒ yes ☐ no

Amount of funds received:

\$4942.02

Funds received from:

Claims Associates

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

NA

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department:	Police Department	Date Submitted:	08/26/2024
Budget line # to be supplemented:	101-42110-42500	Budget line description:	Repair & Maintenance
Supplemental amount requested:	\$7669.84	Submitted by:	Dean Knippling

Describe the need for the supplemental funds:

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

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

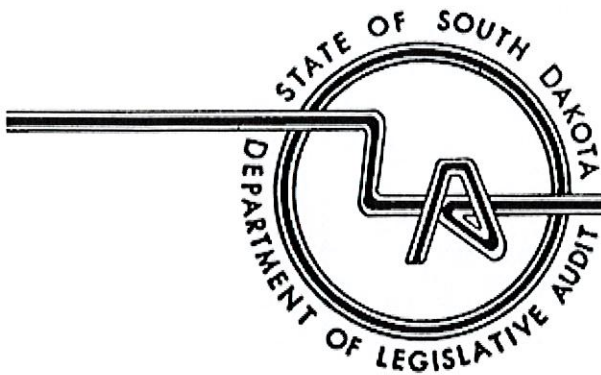
Is this an automatic supplement request due to grant funds or other unanticipated revenue received?

☒ yes ☐ no

Amount of funds received:

Funds received from:

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



427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE, SD 57501-5070
(605) 773-3595

RUSSELL A. OLSON
AUDITOR GENERAL

August 13, 2024

Michelle Bathke, Finance Officer
City of Mitchell
612 N. Main St.
Mitchell, SD 57301

We have reviewed and accepted your audit report on the:

City of Mitchell
(For the Year Ended December 31, 2023)

Our review was limited to the report and did not include a review of the working papers. Our limited review does NOT constitute a pre-issuance review.

It is our understanding that The Daily Republic is the official newspaper for the City of Mitchell. If this is not the case, please inform me of the name of the current official newspaper.

Please present a copy of this letter to the governing board to indicate our acceptance of the audit report.

Yours very truly,

Russell A. Olson
Auditor General

RAO:sld

cc: ELO Prof. LLC
Certified Public Accountants
PO Box 249
Mitchell, SD 57301

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:	September 3, 2024	Requested By:	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Traffic		
Agenda Item:	Special Event Permit Application For Palace City Kiwanis Half Marathon, 10K, and 5K on Sunday, October 6, 2024		
Explanation/Background of Agenda Item Requested:	The Kiwanis Club of Mitchell is requesting a Special Event Permit for their annual Palace City Kiwanis Half Marathon, 10K and 5K, which takes place on Sunday, October 6th, 2024, from 5:00 AM until 12:00 PM. The event will start and finish on Mitchell's Main Street, in front of the Corn Palace, and items and/or services will be sold at the event. *The route was adjusted this year due to the construction on Hwy 37 North. **The event will not contain a relay event with exchange this year. The Special Event Permit Application requests the following on Sunday, October 6th, 2024: • Street Closure(s) (\$200 fee) • Noise Permit The following street closures are requested on Sunday, October 6th, from 5:00 AM until 12:00 PM: • Main Street from 5th Ave. to the south side of 8th Ave. • 7th Ave. from Lawler St. to Rowley St. A sign will be posted at the intersection of 12th Ave. & Main St. stating the road closure ahead. *Street closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street(s). Please reference the attached Street Closure(s) Map. Also, there will be a bicycle leading the runners, two side-by-side sport utility vehicles along the route and volunteers holding signs, providing directions, and giving encouragement along the route. Arrows will be taped in some areas marking turns along the route, no paint will be used on any street or anywhere along the route. Removable signs will also be posted along the route with directions, information, and encouragement for runners. Please reference the attached route map.		

Last of all, a Noise Permit is being requested because sound amplification will be used from 7:15 AM to 11:15 AM. No sound checks will be performed.

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

A Certificate of Liability Insurance Form for the event has already been provided.

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 #3652****Date Submitted: 8/23/2024**

Special Event Permit Application

Events that are open to the general public and take place on public grounds; require closure of streets or parking lots, sound amplification, fireworks, or are located within a park, are coordinated through the Special Event Permit Application process. Typically, these events require permits, licenses, and approvals from several City departments, depending on the size and nature of the special event.

To apply for a Special Event Permit, please complete this application. Your application, including required attachments, needs to be submitted at least forty-five (45) days before your event. Facility Use Agreements and additional equipment rental should also be completed at this time (if applicable).

Event Name:*

Palace City Kiwanis Half Marathon, 10K and 5K

Event Date:*

—

Event Hours:*

—

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)
- ☐ Kiwanis Woodlot Park Area Trails Closure (\$300 Fee)
- ☐ Parade Permit - with escort & closures (\$250 Fee)
- ☐ Parade Permit (\$50 Fee)
- ☐ Special Event Liquor License (\$500 Fee)
- ☐ Consumption Permit (\$500 Fee)
- ☐ Fireworks Permit (\$50 Fee)
- ☒ Noise Permit

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

Time Requested for Street Closure(s)

10/6/2024 05:00 AM — 10/6/2024 12:00 PM

Time Requested for Parking Lot Closure(s)

mm/dd/yyyy hh:mm am/pm — mm/dd/yyyy hh:mm am/pm

Time Requested for City Park Closure

mm/dd/yyyy hh:mm am/pm — mm/dd/yyyy hh:mm am/pm

Event Information:

Overall Event Description:*

The Half Marathon and 10K/5K will start at the Corn Palace & head north to 7th Street. At 7th, the runners will turn left and proceed to Minnesota. They will turn right/north on Minnesota and proceed to 23rd (Cemetery Rd.) On 23rd, they will turn right/east and go to Indian Village Road which they will then follow north/west to N. Ohlman St. The runners will turn right/north on N. Ohlman and proceed to South Harmon where they will turn right/east and follow the loop around. At N. Ohlman there will be someone to direct runners to veer right onto West Harmon and follow the lake around. Just before the stop sign, there will be flags and a gravel path entrance where runners will cut through to North Harmon. At North Harmon they will turn right and head north, crossing both bridges until Livesay Lane where they will be directed to turn left/north to Anthony Ave. At Anthony Ave runners will turn left/west to 407th Ave. At 407th Ave runners will turn left/south to North Harmon. At North Harmon turn right/west and cross back over the two west end bridges. They will again cut through the gravel path to West Harmon, cross the street and proceed back to town. At 23rd street they will head back to Minnesota, follow Minnesota south to 15th street and proceed on 15th to the Bypass. They will then turn left/south to 8th Street, over to Minnesota, and then back on 7th to Main Street where the finish line will be in front of the Corn Palace.

There will be a bicycle leading the runners, one to two side-by-side sports utility vehicles with along the route and volunteers holding signs, providing directions, and giving encouragement along the route. Arrows will be taped in some areas marking turns along the route, no paint will be used on any street or anywhere along the route. Removeable signs will also be posted along the route with directions, information, and encouragement for runners.

Porta potties will be placed along the route at several locations including 15th & Minnesota, Lakeview Golf Course area, and Indian Village Road.

There will be manned water stations at five locations along the route and volunteers at all street crossings to assist runners.

Main Street Closure is requested for Sunday, Oct. 6th, 2024.

*The route was adjusted this year due to the construction on 37. We intend on keeping this route for 2025 as well.

**We will not be doing a relay this year so there will be no exchange.

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:*

400

Name of Group Sponsoring the Event:*

Kiwanis Club of Mitchell

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:*

Julie Hart Schutte

Contact Person's Email:*

jahsheart67@gmail.com

Phone Number: *

605-630-3202

Day of Event Contact Person:*

Julie Hart Schutte

Contact Person's Email:*

jahsheart67@gmail.com

Phone Number:*

605-630-3202

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.*

Packet Pick up will take place at the Corn Palace on Saturday, Oct. 5th from 3:00-5:00 PM.

Main Street closure, Sunday, October 6, 2024 5 AM - 12 PM

7th Street Lawler to Rowley closure Sunday, October 6, 2024 7:00 AM - 12 PM

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.*

Volunteers at all street crossings to assist runners.

First aid stations located at five locations on the route.

There is ample parking in city parking lots and streets close to the Corn Palace. No parking lot closures will be needed.

Noise Permits

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

Will Sound Amplification be used?*

☒ Yes

☐ No

What time will sound amplification be used?

07:15 AM

—

11:15 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?

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

Lexington Insurance Company

Agent's Name

Lisa Christenson

Policy Number

1008148172

Phone Number

317-817-5172

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.*

Julie Hart Schutte

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.*

Julie Hart Schutte

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.*

Julie Hart Schutte

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

2024 route.png

Certificate of Liability Insurance Attachment

KIWAINT-01_Kiwanis of Mitchell.pdf

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

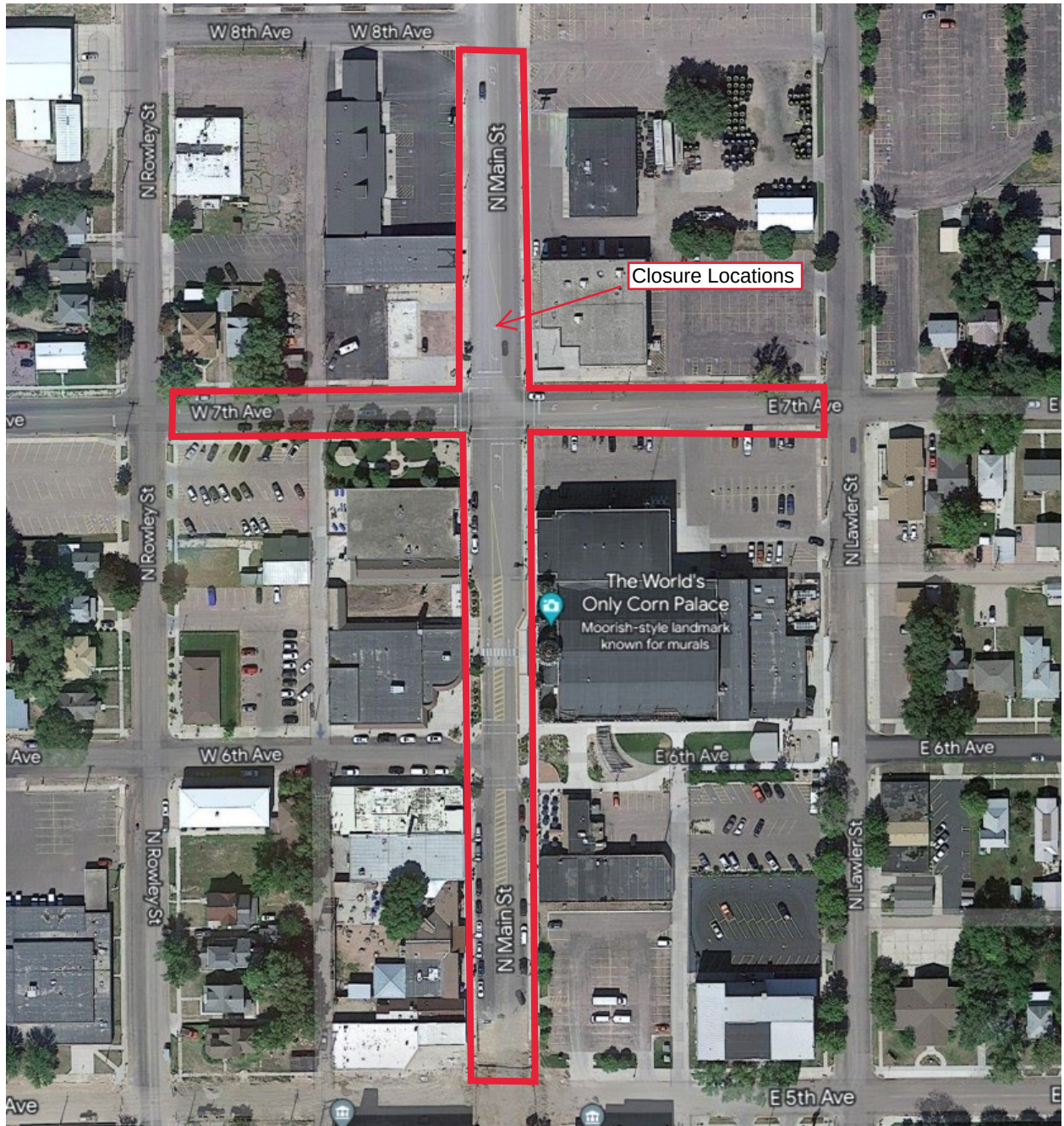
Action of City Council _____

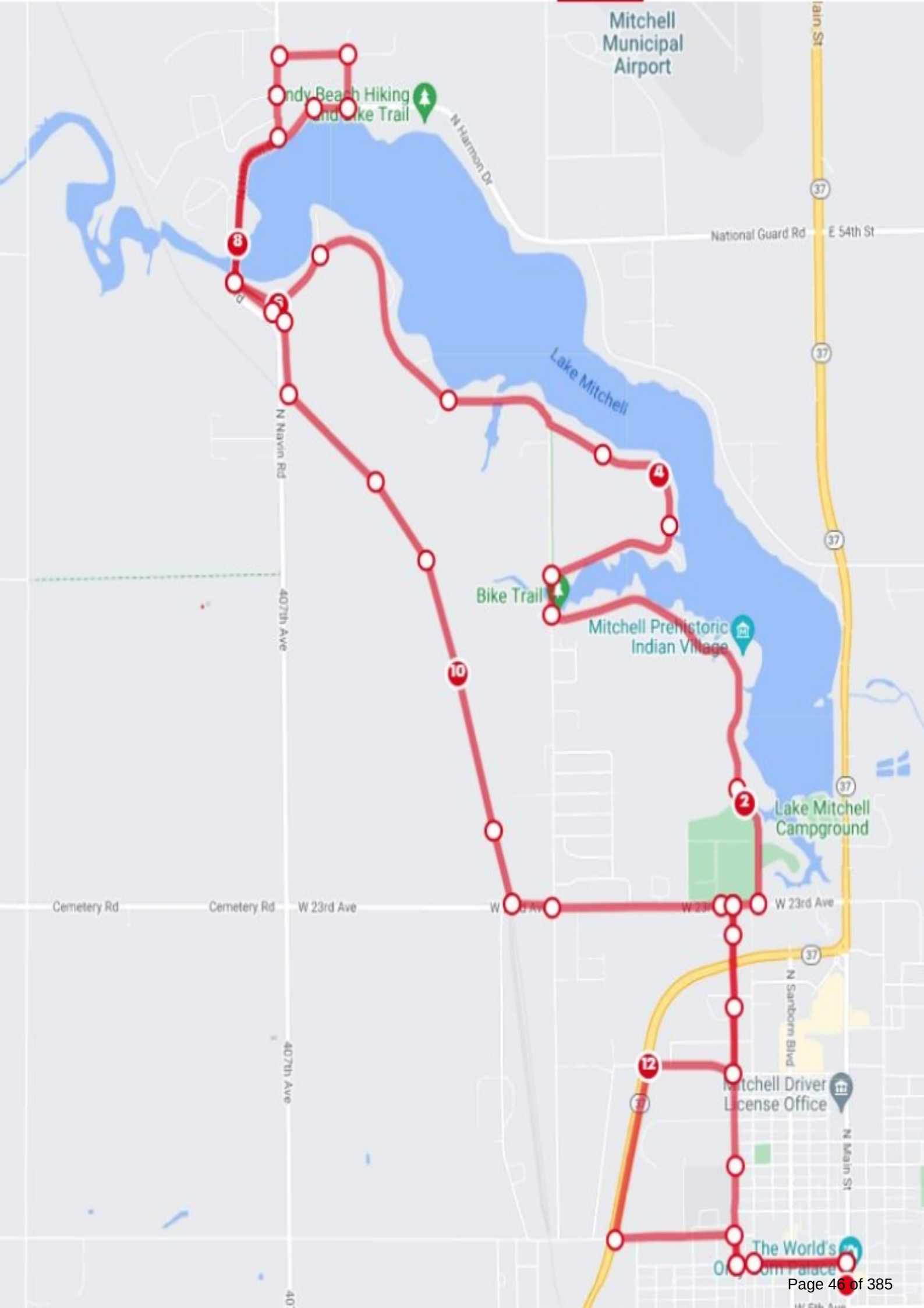
Finance Officer

Mayor
(Seal)

Date Approved: _____

Amount of Fees Paid: _____







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2024

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

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

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 E-MAIL ADDRESS: kiwaniscert@hylant.com	FAX (A/C, No): 317-817-5151
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		19437
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 1008148172**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		013136005	11/1/2023	11/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			013136005	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2023	11/1/2024	All Claims \$150,000

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
October 5th-6th, 2024, or any future date(s) during the policy term.
Half Marathon, 5K, 10K, Children's 1-mile fun run
Located @ Corn Palace and Streets of Mitchell, SD
Kiwanis of Mitchell

CERTIFICATE HOLDER**CANCELLATION**

City Of Mitchell
Attn: Aaron Hieb
612 N. Main Street
Mitchell SD 57301

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2023

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City Of Mitchell
Attn: Aaron Hieb
612 N. Main Street
Mitchell, SD 57301

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

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:	September 3, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	612-43230-43410, \$385,000		
Agenda Item:	Purchase of Rearload Garbage Truck off Sourcewell Contract Project #2024-27		
Explanation/Background of Agenda Item Requested:	Staff requests City Council approval for the purchase of a 2024 rearload garbage truck for the Mitchell Waste Collection Department. The quoted price of the garbage truck to be delivered to the City is \$252,131. The contract is with Sanitation Products, Inc., utilizing the Sourcewell Contract #110223-LEG for the described piece of equipment. Staff recommends City Council approval for the purchase of the described equipment.		

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

8/15/2023

Resolution No. 2023_21

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

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

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

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Clerk to the Board of Directors

APPENDIX A

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

Employee Benefit Administrative Products and Services

Requesting Board permission to Re-Solicit the following categories:

School Buses with Related Accessories, Supplies, Parts, and Services

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Industrial and Workplace Storage Systems with Related Accessories

Indefinite Delivery Indefinite Quantity Construction - California

NEW CONTRACTS
CONSENT AGENDA ITEMS

Supplier Name	Contract Number	Solicitation Title
Guidehouse, Inc.	051123-GUI	"Fleet Electrification Transition Planning, Management, and Related Services"
Hatch Associates Consultants, Inc.	051123-HAT	"Fleet Electrification Transition Planning, Management, and Related Services"
Highland Electric Fleets, Inc.	051123-HEF	"Fleet Electrification Transition Planning, Management, and Related Services"
ICF Resources, LLC	051123-ICF	"Fleet Electrification Transition Planning, Management, and Related Services"
InCharge Energy, Inc.	051123-INC	"Fleet Electrification Transition Planning, Management, and Related Services"
INF Associates, LLC	051123-INA	"Fleet Electrification Transition Planning, Management, and Related Services"
PA Consulting Group, Inc.	051123-PAC	"Fleet Electrification Transition Planning, Management, and Related Services"
Positive Energy, Inc.	051123-PST	"Fleet Electrification Transition Planning, Management, and Related Services"
Sia Partners, Inc.	051123-SIA	"Fleet Electrification Transition Planning, Management, and Related Services"
AXIS Insurance Company	051623-AXC	"Group Employee Benefits and Related Services"
Colonial Life & Accident Insurance	051623-CLA	"Group Employee Benefits and Related Services"
Lincoln National Group	051623-LNG	"Group Employee Benefits and Related Services"
MetLife, Inc.	051623-MET	"Group Employee Benefits and Related Services"
Reliance Matrix	051623-RLC	"Group Employee Benefits and Related Services"
Adroit Advanced Technologies	062723-ADT	"Alternative Student and Client Transportation Services"
Assist Services	062723-ARS	"Alternative Student and Client Transportation Services"
First Student	062723-FIR	"Alternative Student and Client Transportation Services"
HopSkipDrive	062723-HSD	"Alternative Student and Client Transportation Services"
Bentley Mills	061323-BPS	"Flooring Materials with Related Supplies and Services"
Division 9	061323-DV9	"Flooring Materials with Related Supplies and Services"
Forbo Flooring Systems	061323-FRO	"Flooring Materials with Related Supplies and Services"
Interface Americas	061323-IFA	"Flooring Materials with Related Supplies and Services"
Mannington Mills	061323-MMI	"Flooring Materials with Related Supplies and Services"
Mats, Inc.	061323-MAT	"Flooring Materials with Related Supplies and Services"
Milliken Services	061323-MAC	"Flooring Materials with Related Supplies and Services"
Mohawk Carpet Distribution	061323-MCD	"Flooring Materials with Related Supplies and Services"
Roppe Corporation	061323-RPP	"Flooring Materials with Related Supplies and Services"
Shaw Integrated and Turf Solutions	061323-SII	"Flooring Materials with Related Supplies and Services"
Tarkett USA	061323-TFU	"Flooring Materials with Related Supplies and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Genuine Parts Company - NAPA Integrated Business Solutions	110520-GPC	"Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions"
Unifirst Corporation	040920-UFC	"Uniforms with Related Products and Services"
CNH Industrial America	110719-CNH	"Ag Tractors with Related Attachments, Accessories and Supplies"

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
None		

IDIQ Contract Extensions

Company Name	Contract Number
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APPENDIX A Continued

Johnson-Laux Construction, LLC	MD-R1-GC04-052621-JLC	
Centennial Contractors Enterprises, Inc.	MD-R1-GC03-052621-CCE	
Step 1 Enterprises, LLC	MD-R1-GC01-052621-S1E	
Vigil Contracting, Inc.	MD-R4-GC01-052621-VGL	
Adrian L. Merton, Inc.	MD-R5-HVAC02-052621-ALM	
Centennial Contractors Enterprises, Inc.	MD-R3-GC02-052621-CCE	
Centennial Contractors Enterprises, Inc.	MD-R4-GC02-052621-CCE	
Bethel Electric Construction Company of Maryland, LLC	MD-R3-E01-052621-BEC	
Vigil Contracting, Inc.	MD-R2-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R4-E02-052621-VGL	
S-Works Construction Corporation	MD-R2-GC03-052621-SWC	
Paige Industrial Services, Inc.	MD-R3-GC03-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-E02-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-RW02-052621-PAI	
Vigil Contracting, Inc.	MD-R5-GC02-052621-VGL	
Adrian L. Merton, Inc.	MD-R4-HVAC02-052621-ALM	
Vigil Contracting, Inc.	MD-R4-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R5-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R2-E02-052621-VGL	
The Matthews Group	MD-R2-GC04-052621-TMG	
Paige Industrial Services, Inc.	MD-R5-GC03-052621-PAI	
Skyline Roofing, Inc.	MD-R2-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R3-RW01-052621-SKY	
Vigil Contracting, Inc.	MD-R2-GC01-052621-VGL	
Paige Industrial Services, Inc.	MD-R6-HVAC02-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-RW02-052621-PAI	
Paige Industrial Services, Inc.	MD-R6-RW02-052621-PAI	
Bethel Electric Construction Company of Maryland, LLC	MD-R1-E01-052621-BEC	
Paige Industrial Services, Inc.	MD-R3-PAC01-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-PAC02-052621-PAI	
Bethel Electric Construction Company of Maryland, LLC	MD-R4-E01-052621-BEC	
Bethel Electric Construction Company of Maryland, LLC	MD-R5-E01-052621-BEC	
Adrian L. Merton, Inc.	MD-R2-HVAC02-052621-ALM	
Vigil Contracting, Inc.	MD-R6-GC01-052621-VGL	
Vigil Contracting, Inc.	MD-R6-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R5-E02-052621-VGL	
Centennial Contractors Enterprises, Inc.	MD-R6-GC04-052621-CCE	
Vigil Contracting, Inc.	MD-R3-GC04-052621-VGL	
Vigil Contracting, Inc.	MD-R3-HVAC01-052621-VGL	
Nichols Contracting, Inc.	MD-R3-GC01-052621-NIC	
Bethel Electric Construction Company of Maryland, LLC	MD-R6-E01-052621-BEC	
Skyline Roofing, Inc.	MD-R1-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R5-RW01-052621-SKY	
Vigil Contracting, Inc.	MD-R6-E02-052621-VGL	
Nichols Contracting, Inc.	MD-R5-GC01-052621-NIC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R1-GC02-052621-FHP	
S-Works Construction Corporation	MD-R4-GC04-052621-SWC	
Paige Industrial Services, Inc.	MD-R6-GC03-052621-PAI	
Centennial Contractors Enterprises, Inc.	MD-R5-GC04-052621-CCE	
Bethel Electric Construction Company of Maryland, LLC	MD-R2-E01-052621-BEC	
Adrian L. Merton, Inc.	MD-R3-HVAC02-052621-ALM	
Paige Industrial Services, Inc.	MD-R6-PAC02-052621-PAI	
Place Services, Inc.	KY-E-GC01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp.	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
The Lusk Group	KY-NC-RW01-062420-LMC	

APPENDIX A Continued

The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
Tecta America Corp.	KY-NC-RW02-062420-TEA	
Tecta America Corp.	KY-E-RW02-062420-TEA	
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Place Services, Inc.	KY-W-E01-062420-PLS	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
The Lusk Group	KY-NC-HVAC02-062420-LMC	

**SOURCEWELL
STATE OF MINNESOTA**



Member Kicker moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

1/16/2024

Resolution No. 2024_02

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

NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - January 2024

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	None		
CONSENT AGENDA ITEMS	Requesting Board permission to Re-Solicit the following categories:		
	Equipment Rental Solutions with Related Services		
	Class 4-8 Chassis with Related Equipment, Accessories, and Services		
	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	Dasco Storage Solutions	110923-DASCO	"Physical Storage Systems and Equipment with Related Software and Services"
	DeBourgh Mfg. Co.	110923-DBM	"Physical Storage Systems and Equipment with Related Software and Services"
	Kardex Remstar	110923-KRS	"Physical Storage Systems and Equipment with Related Software and Services"
	Spacefile International Corp.	110923-SPCFI	"Physical Storage Systems and Equipment with Related Software and Services"
	Spacesaver Corp.	110923-SPC	"Physical Storage Systems and Equipment with Related Software and Services"
	Curbtender	110223-CRB	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	Labrie Enviroquip Group	110223-LEG	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	McNeilus Truck & Mfg.	110223-MCN	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	Scranton Mfg. Co.	110223-NWY	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	The Heil Co.	110223-THC	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
CONTRACT EXTENSIONS	CONTRACT EXTENSIONS		
	Supplier Name	Contract Number	Solicitation Title
	Ford Motor Company	101520-FMC	"OEM Automotive Parts and Supplies"
	Clark Equip. dba Bobcat-Doosan Construction	040319-CEC	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
	Gradall Industries	040319-GRD	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
	JCB, Inc.	040319-JCB	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
	Kubota Tractor Corp.	040319-KBA	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
	CNH Industrial America	032119-CNH	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
	Hyundai Construction Equipment Americas	032119-HCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
	Volvo Group North America	032119-VCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
	NEW IDIQ CONTRACTS		
	Company Name	Contract Number	Region - Type of Work
	None		
IDIQ Contract Extensions	IDIQ Contract Extensions		
	Company Name	Contract Number	
	Ohio Paving and Construction Company, Inc.	OH-R2-PA02-102021-OPC	
	McDaniel's Construction Corp., Inc.	OH-MBE-R3-GC01-102021-MCC	
	McDaniel's Construction Corp., Inc.	OH-MBE-R3-CC01-102021-MCC	
	The Lusk Group	OH-R2-C01-102021-LUS	
	McDaniel's Construction Corp., Inc.	OH-MBE-R4-GC01-102021-MCC	
	Air Force One	OH-R4-HVAC02-102021-AFO	

Johnson-Laux Construction, LLC	OH-R4-GC06-102021-JLC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R5-GC02-102021-FHP	
Air Force One	OH-R2-HVAC02-102021-AFO	
The Lusk Group	OH-R1-PA01-102021-LUS	
The Lusk Group	OH-R2-RW01-102021-LUS	
The Lusk Group	OH-R2-GC07-102021-LUS	
The Lusk Group	OH-R2-PA01-102021-LUS	
The Lusk Group	OH-R3-CC01-102021-LUS	
Centennial Contractors Enterprises, Inc.	OH-R2-GC02-102021-CCE	
Centennial Contractors Enterprises, Inc.	OH-R4-GC02-102021-CCE	
The Lusk Group	OH-R1-RW01-102021-LUS	
McDaniel's Construction Corp., Inc.	OH-MBE-R4-CC01-102021-MCC	
Genesis 1 Construction	OH-R2-GC06-102021-GNS	
Centennial Contractors Enterprises, Inc.	OH-R1-GC04-102021-CCE	
The Lusk Group	OH-R1-CC01-102021-LUS	
The Lusk Group	OH-R3-GC05-102021-LUS	
The Lusk Group	OH-R3-RW01-102021-LUS	
The Lusk Group	OH-R4-E02-102021-LUS	
The Lusk Group	OH-R4-PA01-102021-LUS	
Place Services, Inc.	OH-R1-E01-102021-PLA	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R3-GC03-102021-FHP	
The Lusk Group	OH-R3-E02-102021-LUS	
Place Services, Inc.	OH-R4-E01-102021-PLA	
Triton Services, Inc.	OH-R4-GC08-102021-TRS	
The Lusk Group	OH-R4-RW01-102021-LUS	
The Lusk Group	OH-R5-C01-102021-LUS	
The Lusk Group	OH-R5-CC01-102021-LUS	
The Lusk Group	OH-R2-CC01-102021-LUS	
The Lusk Group	OH-R4-C01-102021-LUS	
The Lusk Group	OH-R5-RW01-102021-LUS	
Air Force One	OH-R1-HVAC02-102021-AFO	
Air Force One	OH-R5-HVAC02-102021-AFO	
The K Company, Inc.	OH-R2-HVAC01-102021-TKC	
Ohio Paving and Construction Company, Inc.	OH-R2-C02-102021-OPC	
Place Services, Inc.	OH-R1-GC03-102021-PLA	
Place Services, Inc.	OH-R2-E01-102021-PLA	
Place Services, Inc.	OH-R2-GC04-102021-PLA	
Place Services, Inc.	OH-R3-E01-102021-PLA	
Regency Construction Services Inc	OH-R2-GC08-102021-REG	
The K Company, Inc.	OH-R4-HVAC01-102021-TKC	
McDaniel's Construction Corp., Inc.	OH-MBE-R5-GC01-102021-MCC	
Universal Contracting Corporation	OH-R4-GC05-102021-UCC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R4-GC03-102021-FHP	
Air Force One	OH-R3-HVAC02-102021-AFO	
The K Company, Inc.	OH-R3-HVAC01-102021-TKC	
Place Services, Inc.	OH-R3-GC04-102021-PLA	
Place Services, Inc.	OH-R4-GC04-102021-PLA	
Place Services, Inc.	OH-R5-GC03-102021-PLA	
Place Services, Inc.	OH-R5-E01-102021-PLA	
The K Company, Inc.	OH-R1-HVAC01-102021-TKC	
Centennial Contractors Enterprises, Inc.	OH-R3-GC02-102021-CCE	
The Lusk Group	OH-R4-CC01-102021-LUS	
The Lusk Group	OH-R5-GC05-102021-LUS	
The Lusk Group	OH-R5-PA01-102021-LUS	
Johnson-Laux Construction, LLC	OH-R3-GC06-102021-JLC	
McDaniel's Construction Corp., Inc.	OH-MBE-R5-CC01-102021-MCC	
Johnson-Laux Construction, LLC	OH-R1-GC05-102021-JLC	
The K Company, Inc.	OH-R5-HVAC01-102021-TKC	
The Lusk Group	OH-R1-C01-102021-LUS	
The Lusk Group	OH-R3-PA01-102021-LUS	
The Lusk Group	OH-R3-C01-102021-LUS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R1-GC02-102021-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R2-GC03-102021-FHP	
Johnson-Laux Construction, LLC	OH-R2-GC05-102021-JLC	
The Lusk Group	OH-R5-E02-102021-LUS	
Johnson-Laux Construction, LLC	OH-R5-GC04-102021-JLC	

G & B Electric Co.	OH-R2-E02-102021-GBE	
The Lusk Group	OH-R1-GC06-102021-LUS	
The Lusk Group	OH-R1-E02-102021-LUS	
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM	
G2 General Contractors	TX-NT-APC-101619-GGC	
G2 General Contractors	TX-NT-P-101619-GGC	
G2 General Contractors	TX-NT-W-101619-GGC	
Centennial Contractors Enterprises, Inc.	TX-NT-GC-101619-CCE	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-F-101619-GFC	
CORE Construction Services of Texas, Inc.	TX-NT-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-NT-P-101619-CCT	
Lee Construction and Maintenance Company	TX-NT-P-101619-LCM	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-P-101619-GFC	
Lee Construction and Maintenance Company	TX-NT-GC-101619-LCM	
WR Construction Inc.	TX-PH-GC-101619-WRC	
CORE Construction Services of Texas, Inc.	TX-PH-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-P-101619-CCT	
Tri-State General Contracting Group, Inc.	TX-PH-GC-101619-JRT	
G2 General Contractors	TX-NT-GC-101619-GGC	
G2 General Contractors	TX-NT-RC-101619-GGC	
Freedom Construction-a series of tFg Companies, LLC	TX-NT-GC-101619-FRC	
Teinert Construction	TX-PH-GC-101619-TCB	
SDB, Inc.	TX-PH-GC-101619-SDB	
Lee Construction and Maintenance Company	TX-NT-F-101619-LCM	
Teinert Construction	TX-NT-GC-101619-TCB	
CORE Construction Services of Texas, Inc.	TX-NT-GC-101619-CCT	
Henthorn Commercial Construction, LLC	TX-NT-GC-101619-HCL	
CORE Construction Services of Texas, Inc.	TX-PH-F-101619-CCT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-NT-GC-101619-FHP	
SDB, Inc.	TX-NT-GC-101619-SDB	
CORE Construction Services of Texas, Inc.	TX-NT-F-101619-CCT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-PH-GC-101619-FHP	
Nouveau Construction and Technology Services, LP	TX-NT-GC-101619-NCT	
Henthorn Commercial Construction, LLC	TX-PH-GC-101619-HCL	
David Mancini & Sons, Inc.	FL-R1-CC01-111821-DMS	
Astra Group, LLC	FL-R1-CC02-111821-ACS	
Amici Engineering Contractors	FL-R1-CC03-111821-AME	
Nichols Contracting, Inc.	FL-R1-E01-111821-NIC	
Advanced Roofing, Inc.	FL-R1-E02-111821-ADR	
Jewel of the South	FL-R1-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R1-GC02-111821-FHP	
Place Services, Inc.	FL-R1-GC03-111821-PLA	
JOC Construction	FL-R1-GC04-111821-LRI	
Nichols Contracting, Inc.	FL-R1-GC05-111821-NIC	
Johnson-Laux Construction, LLC	FL-R1-GC06-111821-JLC	
Advanced Roofing, Inc.	FL-R1-GC07-111821-ADR	
RAM Construction & Development	FL-R1-GC08-111821-RAM	
Millers Plumbing & Mechanical, Inc.	FL-R1-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R1-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R1-HVAC03-111821-MSF	
Astra Group, LLC	FL-R1-PAC01-111821-ACS	
David Mancini & Sons, Inc.	FL-R1-PAC02-111821-DMS	
Advanced Roofing, Inc.	FL-R1-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R2-CC01-111821-DMS	
Astra Group, LLC	FL-R2-CC02-111821-ACS	
Amici Engineering Contractors	FL-R2-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R2-E01-111821-ADR	
Integrated Fire & Security Solutions Inc	FL-R2-E02-111821-IFS	
Jewel of the South	FL-R2-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R2-GC02-111821-FHP	
Place Services, Inc.	FL-R2-GC03-111821-PLA	
JOC Construction	FL-R2-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R2-GC05-111821-ADR	
Johnson-Laux Construction, LLC	FL-R2-GC06-111821-JLC	
RAM Construction & Development	FL-R2-GC07-111821-RAM	

HCR Construction, Inc.	FL-R2-GC08-111821-HCR	
Millers Plumbing & Mechanical, Inc.	FL-R2-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R2-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R2-HVAC03-111821-MSF	
Astra Group, LLC	FL-R2-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R2-PAC03-111821-AME	
David Mancini & Sons, Inc.	FL-R2-PAC03-111821-DMS	
Advanced Roofing, Inc.	FL-R2-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R3-CC01-111821-DMS	
Astra Group, LLC	FL-R3-CC02-111821-ACS	
Amici Engineering Contractors	FL-R3-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R3-E01-111821-ADR	
Jewel of the South	FL-R3-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R3-GC02-111821-FHP	
Place Services, Inc.	FL-R3-GC03-111821-PLA	
JOC Construction	FL-R3-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R3-GC05-111821-ADR	
Johnson-Laux Construction, LLC	FL-R3-GC06-111821-JLC	
RAM Construction & Development	FL-R3-GC07-111821-RAM	
HCR Construction, Inc.	FL-R3-GC08-111821-HCR	
Millers Plumbing & Mechanical, Inc.	FL-R3-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R3-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R3-HVAC03-111821-MSF	
Astra Group, LLC	FL-R3-PAC01-111821-ACS	
David Mancini & Sons, Inc.	FL-R3-PAC02-111821-DMS	
Amici Engineering Contractors	FL-R3-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R3-RW01-111821-ADR	
Amici Engineering Contractors	FL-R4-CC01-111821-AME	
David Mancini & Sons, Inc.	FL-R4-CC02-111821-DMS	
Astra Group, LLC	FL-R4-CC03-111821-ACS	
Advanced Roofing, Inc.	FL-R4-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R4-E02-111821-NIC	
Jewel of the South	FL-R4-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R4-GC02-111821-FHP	
Place Services, Inc.	FL-R4-GC03-111821-PLA	
JOC Construction	FL-R4-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R4-GC05-111821-ADR	
Nichols Contracting, Inc.	FL-R4-GC06-111821-NIC	
Johnson-Laux Construction, LLC	FL-R4-GC07-111821-JLC	
David Mancini & Sons, Inc.	FL-R4-GC08-111821-DMS	
HCR Construction, Inc.	FL-R4-GC09-111821-HCR	
Astra Group, LLC	FL-R4-GC10-111821-ACS	
Millers Plumbing & Mechanical, Inc.	FL-R4-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R4-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R4-HVAC03-111821-MSF	
Amici Engineering Contractors	FL-R4-PAC01-111821-AME	
Astra Group, LLC	FL-R4-PAC02-111821-ACS	
David Mancini & Sons, Inc.	FL-R4-PAC03-111821-DMS	
Advanced Roofing, Inc.	FL-R4-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R5-CC01-111821-DMS	
Astra Group, LLC	FL-R5-CC02-111821-ACS	
Amici Engineering Contractors	FL-R5-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R5-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R5-E02-111821-NIC	
Jewel of the South	FL-R5-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R5-GC02-111821-FHP	
Place Services, Inc.	FL-R5-GC03-111821-PLA	
JOC Construction	FL-R5-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R5-GC05-111821-ADR	
Nichols Contracting, Inc.	FL-R5-GC06-111821-NIC	
Johnson-Laux Construction, LLC	FL-R5-GC07-111821-JLC	
David Mancini & Sons, Inc.	FL-R5-GC08-111821-DMS	
Millers Plumbing & Mechanical, Inc.	FL-R5-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R5-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R5-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R5-PAC01-111821-DMS	

Astra Group, LLC	FL-R5-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R5-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R5-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R6-CC01-111821-DMS	
Astra Group, LLC	FL-R6-CC02-111821-ACS	
Amici Engineering Contractors	FL-R6-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R6-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R6-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R6-E03-111821-IFS	
Jewel of the South	FL-R6-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R6-GC02-111821-FHP	
Shiff Construction & Development, Inc.	FL-R6-GC03-111821-SCD	
Advanced Roofing, Inc.	FL-R6-GC04-111821-ADR	
JOC Construction	FL-R6-GC05-111821-LRI	
Place Services, Inc.	FL-R6-GC06-111821-PLA	
Centennial Contractors Enterprises, Inc.	FL-R6-GC07-111821-CCE	
Ovation Construction Company	FL-R6-GC08-111821-OCC	
Hall Mechanical and Air Conditioning LLC	FL-R6-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R6-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R6-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R6-PAC01-111821-DMS	
Astra Group, LLC	FL-R6-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R6-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R6-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R7-CC01-111821-DMS	
Astra Group, LLC	FL-R7-CC02-111821-ACS	
Amici Engineering Contractors	FL-R7-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R7-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R7-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R7-E03-111821-IFS	
Jewel of the South	FL-R7-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R7-GC02-111821-FHP	
Shiff Construction & Development, Inc.	FL-R7-GC03-111821-SCD	
Advanced Roofing, Inc.	FL-R7-GC04-111821-ADR	
JOC Construction	FL-R7-GC05-111821-LRI	
Place Services, Inc.	FL-R7-GC06-111821-PLA	
Nichols Contracting, Inc.	FL-R7-GC07-111821-NIC	
Amici Engineering Contractors	FL-R7-GC08-111821-AME	
Hall Mechanical and Air Conditioning LLC	FL-R7-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R7-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R7-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R7-PAC01-111821-DMS	
Astra Group, LLC	FL-R7-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R7-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R7-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R8-CC01-111821-DMS	
Astra Group, LLC	FL-R8-CC02-111821-ACS	
Amici Engineering Contractors	FL-R8-CC04-111821-AME	
Advanced Roofing, Inc.	FL-R8-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R8-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R8-E03-111821-IFS	
Harbour Construction, Inc.	FL-R8-GC01-111821-HBC	
Jewel of the South	FL-R8-GC02-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R8-GC03-111821-FHP	
Shiff Construction & Development, Inc.	FL-R8-GC04-111821-SCD	
David Mancini & Sons, Inc.	FL-R8-GC05-111821-DMS	
Advanced Roofing, Inc.	FL-R8-GC06-111821-ADR	
Centennial Contractors Enterprises, Inc.	FL-R8-GC07-111821-CCE	
JOC Construction	FL-R8-GC08-111821-LRI	
Place Services, Inc.	FL-R8-GC09-111821-PLA	
Nichols Contracting, Inc.	FL-R8-GC10-111821-NIC	
Hall Mechanical and Air Conditioning LLC	FL-R8-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R8-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R8-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R8-PAC01-111821-DMS	
Astra Group, LLC	FL-R8-PAC02-111821-ACS	

APPENDIX A Continued

Amici Engineering Contractors	FL-R8-PAC04-111821-AME	
Advanced Roofing, Inc.	FL-R8-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R9-CC01-111821-DMS	
Astra Group, LLC	FL-R9-CC02-111821-ACS	
Amici Engineering Contractors	FL-R9-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R9-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R9-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R9-E03-111821-IFS	
Shiff Construction & Development, Inc.	FL-R9-GC01-111821-SCD	
Jewel of the South	FL-R9-GC02-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R9-GC03-111821-FHP	
David Mancini & Sons, Inc.	FL-R9-GC04-111821-DMS	
Advanced Roofing, Inc.	FL-R9-GC05-111821-ADR	
Place Services, Inc.	FL-R9-GC06-111821-PLA	
JOC Construction	FL-R9-GC07-111821-LRI	
Centennial Contractors Enterprises, Inc.	FL-R9-GC08-111821-CCE	
Hall Mechanical and Air Conditioning LLC	FL-R9-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R9-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R9-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R9-PAC01-111821-DMS	
Astra Group, LLC	FL-R9-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R9-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R9-RW01-111821-ADR	
Salomon Construction & Roofing	FL-R9-RW02-111821-SCR	
David Mancini & Sons, Inc.	FL-R10-CC01-111821-DMS	
Lanzo Construction Co., Florida	FL-R10-CC02-111821-LCC	
Astra Group, LLC	FL-R10-CC03-111821-ACS	
Amici Engineering Contractors	FL-R10-CC04-111821-AME	
Advanced Roofing, Inc.	FL-R10-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R10-E02-111821-NIC	
Harbour Construction, Inc.	FL-R10-GC01-111821-HBC	
Shiff Construction & Development, Inc.	FL-R10-GC02-111821-SCD	
Team Contracting, Inc.	FL-R10-GC03-111821-TCI	
David Mancini & Sons, Inc.	FL-R10-GC04-111821-DMS	
Advanced Roofing, Inc.	FL-R10-GC05-111821-ADR	
Jewel of the South	FL-R10-GC06-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R10-GC07-111821-FHP	
Place Services, Inc.	FL-R10-GC08-111821-PLA	
Nichols Contracting, Inc.	FL-R10-GC09-111821-NIC	
Amici Engineering Contractors	FL-R10-GC10-111821-AME	
Johnson-Laue Construction, LLC	FL-R10-GC11-111821-JLC	
Centennial Contractors Enterprises, Inc.	FL-R10-GC12-111821-CCE	
Hall Mechanical and Air Conditioning LLC	FL-R10-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R10-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R10-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R10-PAC01-111821-DMS	
Lanzo Construction Co., Florida	FL-R10-PAC02-111821-LCC	
Astra Group, LLC	FL-R10-PAC03-111821-ACS	
Amici Engineering Contractors	FL-R10-PAC04-111821-AME	
Advanced Roofing, Inc.	FL-R10-RW01-111821-ADR	
Salomon Construction & Roofing	FL-R10-RW02-111821-SCR	



The New York State Contract Reporter

*NYS' official source of contracting opportunities
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This document printed
Thursday, 09/14/2023

Contracting Opportunity

Title: Refuse Collection Vehicles with Related Equipment, Accessories, and Services
Agency: Sourcewell
Division: Procurement Department
Contract Number: 110223
CR Number: 2101883
Contract Term: 4 years
Date of Issue: 09/14/2023
Due Date/Time: 11/02/2023 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Vehicles & Equipment - *Commodities*
Opportunity Type: General
Entered By: Tara Wolff
Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Refuse Collection Vehicles with Related Equipment, Accessories, and Services 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 November 2, 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:
Curbtender
Heil Environmental
Labrie Enviroquip
McNeilus Truck

Contact Information

Primary contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
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

To: Sourcewell - Carol Jackson
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2539378, REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

State of OR

County of Multnomah

}
} SS:
}

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:

REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
SOURCEWELL

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

09/15/2023.

SEE EXHIBIT A

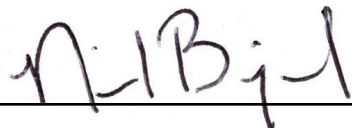
State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 15th day of September 2023

By:

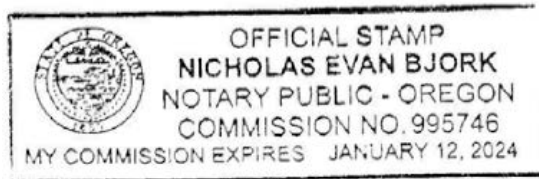

Michelle A. Ropp

By:



Nick Evan Bjork
Notary Public, State of OR
No. 995746

My commission expires on January 12, 2024



**SOURCEWELL
REFUSE COLLECTION VEHICLES
WITH RELATED EQUIPMENT,
ACCESSORIES, AND SERVICES**

**Proposals due 4:30 pm,
November 2, 2023**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Refuse Collection Vehicles with Related Equipment, Accessories, and Services 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 November 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Sep. 15, 2023. 2539378

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:

09/14/2023, 09/21/2023

and that the fees charged are legal.
Sworn to and subscribed before on 09/21/2023



Legal Clerk



Notary, State of WI, County of Brown

4-6-27

My commission expires

Publication Cost: \$43.70

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DENISE ROBERTS
Notary Public
State of Wisconsin

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Refuse Collection Vehicles with Related Equipment, Accessories, and Services 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 November 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
September 14, 21, 2023
9273642



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
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Sacramento Bee
Fort Worth Star-Telegram
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Sun News - Myrtle Beach
The News Tribune Tacoma
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San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	465935	Print Legal Ad-IPL01393420 - IPL0139342		\$160.64	1	18 L

Attention: Carol Jackson

SOURCEWELL

PO BOX 219

STAPLES, MN 56479

carol.jackson@sourcewell-mn.gov

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Refuse Collection Vehicles with Related Equipment, Accessories, and Services** 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 November 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0139342
Sep 14 2023

State of South Carolina

County of Richland

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1 insertion(s) published on:

09/14/23

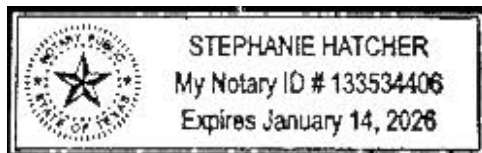
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 15th day of September in the year of 2023

Stephanie Hatcher

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



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Football team, league switch keep Colorado chancellor busy

Brent Schrotenboer
USA TODAY

BOULDER, Colorado – Phil DiStefano has had quite a year as chancellor of the University of Colorado Boulder. Since early December, he has:

- Hired Deion Sanders as his head football coach.
- Decided to have Colorado leave the Pac-12 after 13 years, helping contribute to the league’s collapse.
- Decided to rejoin the Big 12 Conference after leaving it in 2011.
- More recently, he’s watched his university’s football team become arguably the biggest story in American sports after starting the season 2-0 under Sanders, including a big win against Nebraska last Saturday at Folsom Field.

USA TODAY Sports interviewed him about all of this and more in his office on campus the day before that home opener.

Is Colorado putting too many eggs in Sanders’ basket? Didn’t the Pac-12’s presidents and chancellors turn down a good deal last year that could have kept the league together? And why did he pull the plug on the Pac-12 before he even knew for sure what the league could offer Colorado in revenue-sharing for the future?

“I could have been wrong,” DiStefano said. To be clear, sports is not his primary focus. He’s a lifelong educator who has been in charge of the campus as chancellor since 2009, including athletics. But the Buffaloes have grabbed national headlines recently, leading both ESPN and Fox Sports to send their Saturday game-day shows to Boulder this week. “60 Minutes” is coming to town, too, according to a recent video published by Sanders’ son Deion Jr. All want to capitalize on the big viewership numbers being delivered by “Coach Prime” after he took over a team that finished 1-11 last year.

Colorado’s big bet on Sanders: ‘Why not?’

Before the season, the university even filmed a nationally televised commercial that promotes CU Boulder by showcasing it as a “Prime” destination with “Coach Prime” on board. DiStefano appears in the ad at the end, noting the campus has a “Prime location” with its scenic backdrop.

But there were no guarantees Sanders would be successful when they filmed this advertisement for the university. He hadn’t even coached a game yet. Skeptics might question whether Colorado has placed too many eggs in Sanders’ basket, which could fall and break in an unpredictable sport.

DiStefano sees it differently. “Yeah, I think for this first year, why not?” DiStefano said. “I mean, it’s the biggest story in sports, not only in college sports. In sports. So why not?”

Why they ditched the Pac-12

DiStefano and his athletic director, Rick George, had decided they couldn’t wait forever on the Pac-12 to give them concrete projections for what the league could provide them in revenue under a new media rights deal starting next year.

So they bailed and signed a grant-of-rights agreement with the Big 12 that lasts through June 2031.

He previously told USA TODAY Sports he would wait to see the numbers from the Pac-12 before making any decision and even expressed confidence that the Pac-12 would rank third among the Power Five conferences in revenue sharing.

All that changed in July, when Colorado faced a decision: Take a concrete offer from the Big 12 to join as a full member with a \$31.7 million share of media rights revenue. Or keep waiting on the Pac-12 to show them the money.

“I was chancellor when we moved to the Pac-12 (in 2011), and it was one of the things I wanted to do, but personally I couldn’t see a deal in the Pac-12 coming through of any significance,” he said. “I could have been wrong.”

Did he see any numbers from the Pac-12 before deciding to leave?

“Actually, I didn’t,” he said.

Wasn’t it a risk to leave before then?

He said he could have been wrong because there was still a possibility the Pac-12 could strike a deal with a major television partner such as ESPN. It did not, but DiStefano didn’t know that for sure at the time that he made the decision to leave. All he knew for sure was



Colorado football coach Deion Sanders has the Buffaloes off to a 2-0 start after beating Nebraska.
RON CHENOY/USA TODAY SPORTS

that the Big 12 was offering a TV package with ESPN and Fox Sports.

“What we knew was what the Big 12 could offer and that ESPN could pick up any, if it’s a Power Five conference team, their share,” he said. “And Fox, it would be negotiated with the Big 12. And we were confident about that just because it was Colorado and having Coach Prime (Sanders).”

What did he know at the time about Pac-12?

After Colorado decided to leave the Pac-12, the league showed remaining members a potential deal with Apple that would stream Pac-12 games on its subscription service. It was unconventional and raised questions about whether the league’s schools would lose visibility if they moved away from traditional linear TV companies such as ESPN. Did DiStefano know at the time that the Pac-12 deal would not focus on linear TV?

“Well, no, because I believed there were still discussions going on with linear. But I think that’s where the risk (for Colorado) might have come in. But again, I think the stability outweighed the risk.”

The cost of realignment

Stability was the main reason Colorado left the Pac-12. After Colorado left, Arizona, Arizona State and Utah made the same decision to ditch the uncertain future of the Pac-12 for certain linear contract terms with the Big 12.

Washington and Oregon also decided to leave the Pac-12 for the Big Ten, forcing their athletes into a series of cross-country trips to Big Ten destinations in the Midwest and East instead of shorter trips in the West with the Pac-12. Similar long-distance travel awaits California and Stanford, which since decided to bail on the Pac-12 for the Atlantic Coast Conference based in North Carolina.

“It’s definitely going to be difficult on student-athletes,” DiStefano said of those schools. “Personally, what I would hope is the presidents and chancellors in the ACC and Big Ten, and athletic directors in those two conferences, really look at some creative scheduling so that these students aren’t flying to Rutgers one weekend and flying back to Indiana or Ohio State the second one.”

Colorado doesn’t face that problem by rejoining the Big 12, because DiStefano said its travel distances won’t change much.

What do you think of the Pac-12’s demise?

Only two Pac-12 teams remain for 2024: Oregon State and Washington State. “It’s confirmation of how college sports are changing,” he said.

Is it progress?

“Probably progress in some ways,” he said. “In some ways, kind of in the middle.”

Who’s to blame for what happened to Pac-12?

“I’m not in the blame game at all. The presidents and chancellors in this case, No. 1 they do what’s good for their institutions. And I don’t know (USC president Carol Folt’s) motivation or (UCLA chancellor) Gene Block’s motivation. My motivation was stability for our student-athletes, making sure they had the opportunity to be on ESPN, Fox.”

COLLEGE FOOTBALL WEEK 4 GAMES

Schedule provided by NCAA.com. Times p.m. EDT; times and networks subject to change.

Matchup	Time	Network
Thursday		
Bethune-Cookman at Miami (Fla.)	7:30	ACC
Navy at Memphis	7:30	ESPN
Friday		
Virginia at Maryland	7	FS1
Army at UTSA	7	ESPN
Utah State at Air Force	8	CBSSN
Saturday		
LSU at Mississippi State	Noon	ESPN
Penn State at Illinois	Noon	Fox
Florida State at Boston College	Noon	ABC
Kansas State at Missouri	Noon	SEC
Georgia Southern at Wisconsin	Noon	Big Ten
Liberty at Buffalo	Noon	CBSSN
Louisville at Indiana	Noon	Big Ten
Wake Forest at Old Dominion	Noon	
Long Island at Baylor	Noon	ESPN+
Iowa State at Ohio	Noon	
Central Connecticut at Kent State	Noon	
North Dakota at Boise State	Noon	FS1
Holy Cross at Yale	Noon	ESPN+
Cornell at Lehigh	Noon	ESPN+
Stonehill at Georgetown	12:30	ESPN+
Columbia at Lafayette	12:30	ESPN+
St. Thomas (Minn.) at Harvard	1	ESPN+
Davidson at Marist	1	ESPN+
Penn at Colgate	1	ESPN+
Weber State at Utah	2	Pac-12
VMI at North Carolina State	2	CW
UMass at Eastern Michigan	2	ESPN+
Norfolk State at Temple	2	ESPN+
Indiana State at Ball State	2	ESPN+
Lamar at South Dakota	2	ESPN+
Robert Morris at Youngstown State	2	ESPN+
Central Michigan at Notre Dame	2:30	Peacock
Illinois State at Eastern Illinois	3	ESPN+
Florida Memorial at Grambling	3	ESPN+
Stetson at Montana State	3	ESPN+
South Carolina at Georgia	3:30	CBS
Alabama at South Florida	3:30	ABC
San Diego State at Oregon State	3:30	FS1
Oklahoma at Tulsa	3:30	
Western Michigan at Iowa	3:30	Big Ten
Northwestern at Duke	3:30	ACC
Virginia Tech at Rutgers	3:30	Big Ten
Florida International at UConn	3:30	CBSSN
East Carolina at Appalachian State	3:30	ESPN+
Minnesota at North Carolina	3:30	
Central Arkansas at North Dakota State	3:30	ESPN+
Drake vs. South Dakota State (Minneapolis)	3:30	ESPN+
Western Kentucky at Ohio State	4	Fox
UL Monroe at Texas A&M	4	SEC
Tulane at Southern Miss	4	ESPNU
Idaho at Cal	4	
Utah Tech at Northern Arizona	4	ESPN+
SE Louisiana at Eastern Washington	4	ESPN+
North American Univ. at Portland State	4	ESPN+
Brown at Bryant	4	ESPN+
William & Mary at Charleston Southern	4	ESPN+
Princeton at San Diego	4	ESPN+
Washington at Michigan State	5	Peacock
North Carolina Central at UCLA	5	
Northern Colorado at Washington State	5	
Furman at Kennesaw State	5	ESPN+
Towson at Morgan State	5	ESPN+
Georgia State at Charlotte	6	ESPN+
Western Carolina at Eastern Kentucky	6	ESPN+
UNI at Idaho State	6	ESPN+
Gardner-Webb at Tennessee State	6	ESPN+
Presbyterian at Wofford	6	ESPN+
The Citadel at Chattanooga	6	ESPN+
Villanova at UCF	6:30	ESPN+
Tennessee at Florida	7	ESPN
Samford at Auburn	7	ESPN+/SECN+
North Texas at Louisiana Tech	7	ESPN+
Murray State at Middle Tennessee	7	ESPN+
Northern Illinois at Nebraska	7	FS1
Vanderbilt at UNLV	7	CBSSN
Miami (Ohio) at Cincinnati	7	ESPN+
South Alabama at Oklahoma State	7	ESPN+
Tarleton State at Texas Tech	7	ESPN+
Louisiana at UAB	7	ESPN+
Prairie View A&M at SMU	7	ESPN+
Texas Southern at Rice	7	ESPN+
Duquesne at Coastal Carolina	7	ESPN+
Stony Brook at Arkansas State	7	ESPN+
James Madison at Troy	7	NFL
San Jose State at Toledo	7	ESPN+
Alabama A&M at Southern	7	ESPN+
East Tennessee State at Austin Peay	7	ESPN+
North Alabama at Tennessee Tech	7	ESPN+
Houston Christian at UT Martin	7	ESPN+
Stephen F. Austin at Northwestern State	7	ESPN+
Southern Illinois at Southeast Missouri State	7	ESPN+
Lindenwood at Western Illinois	7	ESPN+
Bowling Green at Michigan	7:30	Big Ten
Georgia Tech at Ole Miss	7:30	SEC
BYU at Arkansas	7:30	ESPN2
Akron at Kentucky	7:30	ESPNU
Syracuse at Purdue	7:30	NBC
Pitt at West Virginia	7:30	ABC
Florida Atlantic at Clemson	8	ACC
Wyoming at Texas	8	Longhorn
Hawaii at Oregon	8	Pac-12
TCU at Houston	8	Fox
New Mexico State at New Mexico	8	Mtn West
Sacramento State at Stanford	8	
Lincoln (Calif.) at Cal Poly	8	ESPN+
Ferris State at Montana	8	ESPN+
UIW at Abilene Christian	8	ESPN+
Jackson State at Texas State	8:30	ESPN+
Colorado State at Colorado	10	ESPN
Southern Utah at UC Davis	10	ESPN+
Fresno State at Arizona State	10:30	
Kansas at Nevada	10:30	CBSSN
UTEP at Arizona	11	Pac-12

MARKETPLACE TODAY

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NOTICES

PUBLIC NOTICE

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

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To advertise in USA TODAY, call: 1-800-397-0070

PUBLIC NOTICE

The **Interlocal Purchasing System (TIPS)** has posted procurement solicitations at www.tips-usa.com for the following categories:

- 230901 Audio Visual Equipment, Supplies, and Services
- 230902 Permanent Modular Buildings JOC
- 230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
- 230904 Books, Library, and Educational Materials
- 230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on **October 20, 2023, at 3:00 pm local time.**

Call 866-839-8477 for problems with website or questions.

Place your advertisement in USA TODAY Marketplace!
To advertise, call: 800-397-0070

CHANGE OF NAME

I, Tahir Ahmed Mehmood Butt S/O Mehmood Ahmed Butt, born on June 26th, 1995, residing at 5301 Royalwood Rd Apt A104, North Royalton, Ohio 44133, USA, have changed my name to Tahir Butt Ahmad.

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Page 71 of 385



Opportunity Notice Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Opportunity Information

Organization: Canoe Procurement Group of Canada
Organization Address:
Reference Number: AB-2023-05706
Solicitation Number: AB-2023-05706
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 09/14/2023
12:00:00 PM Alberta Time
Closing (MM/dd/yyyy): 11/02/2023
03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy): 09/14/2023
11:40:29 AM Alberta Time
Agreement Type: NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive
Commodity Codes:
N2320GJ: Truck, Refuse Collection, Gasoline Powered
N2320DJB: Truck, Refuse Collection, diesel, 27,500 GVWR and Up
N2320DJA: Truck, Refuse Collection, Diesel, to 27,499 GVWR

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 November 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Wolff, Tara
Manager of Procurement
2510 Sparrow Drive
Nisku, Alberta T9E 8N5
Tel: 218-541-5362
Email: tara.wolff@sourcewell-mn.gov



Bid RFP #110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

[Switch to Vendor View]

Bid Type RFP Bid Number 110223 Title Refuse Collection Vehicles with Related Equipment, Accessories, and Services Start Date Sep 14, 2023 8:37:25 AM CDT End Date Nov 2, 2023 4:30:00 PM CDT Agency Sourcewell Bid Contact Tara Wolff (218) 541-5362 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219	Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report] Questions 0 Questions 0 Unanswered [View/Ask Questions] Edit Bid [Create Addendum]
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Description Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Refuse Collection Vehicles with Related Equipment, Accessories, and Services 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 November 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference Date Oct 3, 2023 10:00:00 AM CDT Location Online Conference Notes Login information will be emailed two business days prior to the event.

Documents No Documents for this bid

View Details

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

Bid Details	
Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 110223
Bid Name:	Refuse Collection Vehicles with Related Equipment, Accessories, and Services
Bid Status:	Open
Bid Closing Date:	Thu Nov 2, 2023 4:30:00 PM (CDT)
Question Deadline:	Wed Oct 25, 2023 4:30:00 PM (CDT)
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:	Yes
Public Opening Address:	See RFP and FAQ documents for details
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Refuse Collection Vehicles with Related Equipment, Accessories, and Services 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 November 02, 2023, at 4:30 p.m. Central Time , and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
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Refuse Collection Vehicles with Related Equipment, Accessories, and Services

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Important Dates

Pre-Proposal Conference:
October 3, 2023 at 10:00 am CDT

Proposals Due:
November 2, 2023 at 4:30 pm CDT

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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Bidding

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Publish/Verify Contents

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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

110223

Solicitation Name

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Procurement Type

Goods , Services

Country & Province/State

Canada / Ontario

Published By

Sourcewell

Accept Questions

Not Applicable

Internal Information (For Internal Use Only)

Procurement Title/Project Name

110223 Refuse Collection Vehicles

Advertisement

Basic Settings

Solicitation Type

Open to all suppliers

Estimated Contract Amount

\$1,000,000,000.00

Publish Date

09/14/2023

Closing Date & Time

11/02/2023 16:30:00 CT

Publish Option

Value Range for this Solicitation

10,000,001 over

Selected Categories

Automotive/ Industrial

Industrial Vehicles/ Equipment

Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc

Solicitation Overview

Sourcewell

Formerly NAPA

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

110223

Closing Date: 11/02/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Refuse Collection Vehicles with Related Equipment, Accessories, and Services 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 November 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

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Award
- 5

Audit



Preview

Print

Notice

Categories

Basic Information

Estimated Contract Value (CAD)
1,000,000,000.00 (Not shown to suppliers)

Reference Number
0000255973

Issuing Organization
Sourcewell

Solicitation Type
RFP - Request for Proposal (Formal)

Solicitation Number
110223

Title
Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Source ID
PP.CO.USA.868485.C88455

Details

Location
Canada, All of Canada, All of Canada

Purchase Type
Duration: 4 years

Dates

Publication Date
2023/09/14 09:23:48 AM EDT

Question Acceptance Deadline
2023/10/25 05:30:00 PM EDT

Questions are submitted online
No

Closing Date
2023/11/02 05:30:00 PM EDT

Bid Intent
Not Available

Prebid Conference
2023/10/03 01:00:00 AM EDT

Contact Information

Procurement Department

rfp@sourcewell-mn.gov

218-894-1930

Description

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[See more](#)

Pre-Bidding Events

Event Type Prebid Conference	Attendance Recommended
Event date 2023/10/03 01:00:00 AM EDT	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

Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No



RFP #110223
REQUEST FOR PROPOSALS
for
Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Proposal Due Date: November 2, 2023, 4:30 p.m., Central Time

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SOLICITATION SCHEDULE

Public Notice of RFP Published:	September 14, 2023
Pre-proposal Conference:	October 3, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	October 25, 2023, 4:30 p.m., Central Time
Proposal Due Date:	November 2, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	November 2, 2023, 4:30 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 Refuse Collection Vehicles with Related Equipment, Accessories, and Services, such as but not limited to:

- a. Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies;
- b. Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered;
- c. Technological, logistical or mechanical accessories designed to increase operator and vehicle safety; and,
- d. Maintenance services.

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

2. The primary focus of this solicitation is on Refuse Collection Vehicles with Related Equipment, Accessories, and Services. This solicitation should NOT be construed to include:

- a. Chassis-only solutions;
- b. Technology-only solutions;
- c. Rental-only solutions;
- d. Preventative maintenance, maintenance, and repair service-only solutions;
- e. Body or upfitting solutions for low-speed vehicles; and,
- f. Refuse Collection services.

3. 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. Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology and Services (RFP #030923);
- b. Trailers with Related Equipment, Accessories, and Services (RFP #092922);
- c. Fleet Management Services (RFP #030122), except for a complementary offering of solutions identified in subsection 1. c. above;
- d. Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies (RFP #093021);
- e. Plastic Refuse and Recycling Containers with Related Technology Solutions (RFP #041521);

- f. Bulk Solid Waste and Recycling Equipment (RFP #040621);
- g. Grounds Maintenance Equipment, Attachments, Accessories and Related Services (RFP #031121);
- h. Fleet Management Technologies with Related Software Solutions (RFP #020221); and,
- i. Utility Transport Golf and Recreation Vehicles (RFP #122220).

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.

Sourcewell 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.

Sourcewell 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 Sourcewell 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.
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. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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 250 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 Sourcwell or its Participating Entities occurring under a previously awarded Sourcwell 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 Sourcwell, 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 Sourcwell an administrative fee in exchange for Sourcwell 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

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.

Labrie #110223-LEG

Pricing for contract #110223-Leg offers Sourcewell participating agencies the following discounts:

- 2% discount off current list price
- In addition, volume discounts may be honored and evaluated individually between Labrie and the selling distributor specific to the Sourcewell member



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #110223
Entitled

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

The following advertisement was placed September 14, 2023 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, September 15, 2023 in Oregon's *Daily Journal of Commerce*, and September 14 and September 21, 2023 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Refuse Collection Vehicles with Related Equipment, Accessories, and Services 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 November 2, 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:

AGILE HEALTHCARE, LLC	McNeilus Financial DBA McNeilus Truck & MFG
Air-Flo MFG. CO., Inc.	Mobile Container Service, Inc.
Amrep Manufacturing, LLC	Packey Webb Ford
BOIVIN EVOLUTION	Par-Kan Company, LLC
BorgWarner	PWXPress
Buyers Products Company, Inc.	Regina Construction Association
CTY, Inc. dba Numina	Rush Truck Centers of Oklahoma, Inc.
Curbtender, Inc.	RWC Group
Dennis Eagle, Inc.	Schroeder Industries
Dobbs Truck Group	Scranton Manufacturing Co., Inc. dba New Way FleetForce, LLC

Doggett Freightliner of Arkansas, LLC	Southwestern Equipment Co.
EGR Holdings, LLC	Spartan Truck Company, Incorporated
ForeFront Power, LLC	Stellar Industries - Garner, IA
Glacier	Stetco Group, LLC
Hol-Mac Corporation	TEC Equipment
Kann Manufacturing Corporation	Technology International, Inc.
Labrie Enviroquip Group	The Broyhill Manufacturing Company
Laird Mfg., LLC	The Heil Co.
Loadmaster Corporation	The Proposal Lab
LOS ANGELES TRUCK CENTERS	Universal Handling Equipment Company, Ltd.
MARREL 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 November 2, 2023 at 4:33:52 pm CT. Proposals were received from the following:

Air-Flo MFG. CO., Inc.
 Amrep Manufacturing, LLC
 Curbtender, Inc.
 Dennis Eagle, Inc.
 Hol-Mac Corporation
 Kann Manufacturing Corporation
 Labrie Enviroquip Group
 Loadmaster Corporation
 McNeilus Financial DBA McNeilus Truck & MFG
 Scranton Manufacturing Co., Inc. dba New Way FleetForce, LLC
 Spartan Truck Company, Incorporated
 Stellar Industries - Garner, IA
 Stetco Group, LLC
 The Heil Co.
 Universal Handling Equipment Company, Ltd.

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, MS, Sr. Procurement Analyst
 Ginger Line, MPA, NIGP-CPP, CPPB, Sr. Procurement Analyst
 Michael Muñoz, CPPB, Sr. Procurement Analyst
 Nick Scholer, 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 Dennis Eagle Inc. fall 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.

Curbtender, Inc. offers front end loaders, rear loaders, and side loaders with capacities from 6 to 44 cubic yards, including a non-CDL option. Their dealer network and sales force can service Sourcewell participating entities throughout the US and Canada. They offer a two-year standard warranty with extended warranty options available. Curbtender is also offering competitive discounts off MSRP.

Labrie Enviroquip Group manufactures rear-loading, side-loading and front-loading refuse bodies that can be attached to numerous chassis options. Labrie Enviroquip Group offers a side-loading body with a unique dual sided loading option that is ideal for alleys and one-way streets. With regional sales managers and dealers located throughout the United States and Canada, Labrie Enviroquip Group is poised to assist Sourcewell participating entities. They are offering a solid discount off their published list prices.

McNeilus Financial, Inc. offers turnkey mobile refuse vehicles with front, rear, and side loading options, parts, and service. McNeilus Financial, Inc. utilizes a direct sales force throughout the United States and Canada and stands ready to serve Sourcewell participating agencies. Their pricing reflects a substantial discount from MSRP pricing, with volume discounts and leasing options available.

Scranton Manufacturing Co. Inc. d/b/a New Way Trucks offers a turnkey solution for front loaders, rear loaders, side loaders and automated side loaders. They also offer Compressed Natural Gas (CNG) fueling integration on all models resulting in cleaner emissions. New Way Trucks has also been involved in delivering the first battery electric rear load collection vehicles. They are positioned to serve Sourcewell participating entities in the United States and Canada with their extensive sales and dealer network. New Way Trucks is offering a competitive discount off MSRP price to participating entities.

The Heil Co. offers turnkey solutions for mobile refuse vehicles, including front loaders, side loaders and rear loaders. The Heil Co. also offers a Third Eye on-board camera system to monitor the driver's environment to ensure safe operation of the vehicle. They have a vast dealer network located throughout the United States and Canada and are equipped to serve Sourcewell participating entities. The Heil Co. offers participating entities a substantial discount off of MSRP prices.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #110223 to:

Curbtender, Inc.	#110223-CRB
Labrie Enviroquip Group	#110223-LEG
McNeilus Truck & Mfg.	#110223-MCN
Scranton Manufacturing Co. Inc. dba New Way Trucks	#110223-NWY
The Heil Co.	#110223-THC

The preceding recommendations were approved on December 12, 2023.

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 Greg Grunig, MS, Sr. Procurement Analyst

Sourcewell

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Ginger Line

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Ginger Line, MPA, NIGP-CPP, CPPB, Sr. Procurement Analyst

DocuSigned by:

Michael Muñoz

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Michael Muñoz, CPPB, Sr. Procurement Analyst

DocuSigned by:

Nick Scholer

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Carol Jackson, 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 #110223 for Refuse Collection Vehicles with Related Equipment, Accessories, and Services**.

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

I hereby certify:

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

DocuSigned by:

Jeremy Schwartz

C0FD2A139D06489...

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

**Solicitation Number: RFP #110223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Labrie Environmental Group USA Inc., 175-B Rte, Marie-Victorin, Levis, Qc, Canada G7A 2T3 (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 Refuse Collection Vehicles with Related Equipment, Accessories and Services 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.

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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.

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 price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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 Change 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.

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 Supplier or its authorized

subsidiary, distributor, dealer, or reseller. 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, 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 the Supplier 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.

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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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.

D. **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. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **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 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

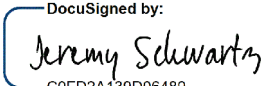
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

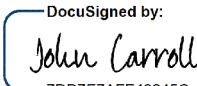
22. CANCELLATION

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

Labrie Enviroquip Group USA Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/22/2023 | 12:45 PM CST

DocuSigned by:

7DD7E7AFE43245C...
By: _____
John Carroll
Title: Vice President Sales & Marketing
Date: 12/22/2023 | 12:21 PM CST

Approved:

DocuSigned by:

48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 12/22/2023 | 1:22 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Labrie Enviroquip Group
Address: 175-B, route Marie-Victorin
Levis, Quebec G7A 2T3
Contact: Andrew LeVasseur
Email: andrew.levasseur@labriegroup.com
Phone: 920-312-6124
HST#:

Submission Details

Created On: Tuesday September 19, 2023 08:19:03
Submitted On: Wednesday November 01, 2023 10:04:25
Submitted By: Andrew LeVasseur
Email: andrew.levasseur@labriegroup.com
Transaction #: 492a3f6b-4026-4c80-bbb0-72a6f4b65ba9
Submitter's IP Address: 97.94.51.96

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")	Labrie Environmental Group USA INC.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Enviroquip LLC Enviroquip Parts LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LEG Purchaser INC LEG Holding INC Labrie Environmental Holding LP Labrie Parts Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	We do not currently have a CAGE code as we sell through our distributor network and not directly to the federal government.	*
5	Proposer Physical Address:	175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3	*
6	Proposer website address (or addresses):	www.groupelabrie.com	*
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):	John Carroll Vice-President Sales and Marketing 175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3 john.carroll@labriegrup.com P: 1-800 463-6638 x6223 M: (214) 897-6093	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andy LeVasseur Regional Sales Manager 175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3 andrew.levasseur@labriegrup.com M: (920) 312-6124	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not applicable John and Andy are the main contacts	

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.	Labrie Environmental Group is a renowned leader in the manufacturing of equipment for the solid waste industry in North America, with a strong presence through its Leach™, Labrie™, and Wittke™ brands. In late 2020, the Labrie Group was acquired by Wynnchurch Capital LLC, headquartered in Illinois, USA. The company operates three major manufacturing facilities, strategically located in Lafayette, GA, USA; Levis, QC, Canada; and San Luis, Mexico (near Yuma, AZ), where it focuses on the production and delivery of Leach™, Labrie™, and Wittke™ collection vehicles for waste refuse. To distribute and support its products, Labrie Group relies on a robust distributor network that spans the United States and Canada. Additionally, the company owns and operates LabriePlus™ Parts & Service support centers in Oshkosh, WI, USA, and Levis, QC, Canada. What sets the Labrie Group apart from its competitors is its commitment to technological innovation and sustainable practices. The company invests heavily in research and development to offer greener, more efficient, smarter, and safer equipment. Labrie Group has earned recognition for its design and manufacture of manual, semi-automated, and fully automated side-loading collection vehicles, including the groundbreaking Expert 2000™, which was launched in 1994. As masters of automation, Labrie is the only manufacturer that engineers and builds its own drop-frame vehicles in-house. In 1999, Labrie Group became the first manufacturer in its industry to obtain ISO 9001-2000 certification, a testament to its commitment to quality and excellence. In 2004, Labrie acquired a dedicated plant for producing automated arms, lifters, and tippers. Two years later, in 2006, the company introduced the Expert 2000, an improved version of its original Expert line, featuring a tapered body and drop frame, which gained significant popularity across North America. That same year, Labrie further expanded its product offerings by acquiring the parts business and assets of Leach™ and Wittke™ from Federal Signal Corporation, adding rear loading and additional front-loading platforms. In October 2006, Labrie Environmental Group unified its brands, Labrie™, Leach™, and Wittke™, under one corporate umbrella. Since then, Labrie Environmental Group has maintained its commitment to innovation and has consistently launched industry-leading products. Beginning in 2020, Labrie has prioritized the centralization of its information systems technologies to further enhance support for its partners and clients. In line with this, the company has successfully introduced several new products that have gained significant recognition in the industry. These include the Alley-Hand arm, the Automizer Pendulum Packer and the EnviroLink - Smarter Collection Technology notably. Looking ahead, The Group has an exciting roadmap of planned innovations that will continue to shape and redefine the solid waste industry in the coming years. Labrie serves a diverse clientele in the waste sector, ranging from small to large private haulers, national waste management service providers, and a wide range of customers that includes hundreds of small towns, counties, major municipalities, and cities. The company has established itself as a trusted partner for these customers. Labrie Group has demonstrated its commitment to innovative and sustainable solutions by being an early adopter of Natural Gas as an alternative fuel, gaining extensive experience with Compressed Natural Gas (CNG) and Liquefied Natural Gas (LNG). In addition to these alternative fuel options, the company has recently expanded its offerings to include electrically motorized Labrie and Leach trucks (EVs), further solidifying its dedication to sustainable transportation solutions. With a robust distributor network that includes dealers, parts, and service centers spanning across Canada and the United States, world-class manufacturing facilities, and strong, dedicated partners, the Labrie Group has firmly established itself as a leader in the essential waste industry. The company is committed to providing innovative solutions and setting industry standards with its renowned products. With a keen awareness of evolving customer needs, Labrie Environmental Group remains well-positioned in the marketplace and ready to expand its operations. In this regard, we eagerly await an award from Sourcwell for our proposal as we seek to strengthen and maintain our successful partnership.	*
11	What are your company's expectations in the event of an award?	Labrie's expectation in the event of an award would be to continue to build on the success of our previous Sourcwell contracts and provide Sourcwell members continued product value in the marketplace.	*
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.	As a privately held company our financial statements are not made public. We have attached our audited financials; however, we require the audited statement provided be held confidential. We would welcome any inquiry of our banking resources and will make that contact available. Also, our Levis QC location is free of any encumbrance.	*
13	What is your US market share for the solutions that you are proposing?	Labrie's estimated market share across all platforms (rear loader, front loader, and side loader) in the US is estimated at 25%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Labrie's estimated market share across all platforms (rear loader, front loader, and side loader) in Canada is estimated at 40%	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Labrie has never petitioned for bankruptcy protection.	*
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?	Labrie utilizes a skilled and experienced distributor network for sales, support, and service. Currently there are thirty certified Labrie distributors in the USA and Canada. In addition to the certified distributors Labrie also has eight Regional Sales Managers, five Field Service Managers, and two full time demo operators to assist with any Sourcewell members requests.	*
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.	Labrie Environmental Group was the first manufacturer to become ISO 9001 certified and conforms to the latest ISO 9001:2015 Certification. The Labrie Group continues to operate to these standards by undergoing re-certification on an annual basis. All of our products are designed and built meeting ANSI Z245.1-2017 standards. Labrie Group is certified as a final stage manufacturer. Other certifications and standards Labrie Group complies with are : Occupational Safety and Health Administration (OSHA) Standards USA Compress natural gas system CNG NFPA 52 Federal Motor Vehicle Safety Standards (FMVSS) Environmental Protection Agency (EPA) Emission Standards Canadian transportation CMVSS Canadian Safety national mark #394 CSA Standard W47.1 Canadian Certification of Companies for Fusion Welding of Steel Canada Compress natural gas system CNG CSA B109	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Labrie has not been involved in any suspension or disbarment.	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Labrie Environmental Group manufactures Labrie side loaders, Wittke front loaders, and Leach rear loaders at manufacturing facilities located in Levis Quebec, LaFayette Georgia, and San Luis Arizona. With endless options and configurations Labrie specialized in custom manufacturing to guarantee the Sourcewell member gets the correct product for their unique application. Our extensive distributor network in the USA and Canada provides local sales, rentals, parts, and service support to assist the Sourcewell members needs.
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Labrie automated side loaders Wittke front loader Leach rear loaders Manual side loaders Recycling and multicompartment collection vehicles Expert drop frame side loaders Commercial side loaders CNG solutions Electric vehicle solutions Dual Drive / Right Hand drive chassis configurations
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	Labrie offers chassis solutions through our stock chassis pool. We collaborate with Freightliner, Mack, Autocar, Peterbilt, and Battle Motors to get Sourcewell members the correct configuration for their applications. In addition to our stock chassis pool our extensive distributor network also secures various chassis for their own distributor stock pools. With the chassis shortages we are currently seeing in the marketplace the above options give the Sourcewell member a advantage for securing equipment in a timely manner.
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	Labrie currently offers a full line of products mounted on electric / hybrid chassis.

Table 3B: 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
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	☒ Yes ☐ No	Labrie and our distributor network offers Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies to Sourcewell / Canoe members in US and Canada
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	☒ Yes ☐ No	Labrie and our distributor network offers a wide range of chassis, including diesel, CNG, hybrid or alternative fuel, and electric powered chassis to Sourcewell / Canoe members in the US and Canada through our stock chassis program..
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	☒ Yes ☐ No	Labrie is constantly evaluating and improving our products across all platforms with operator and vehicle safety in mind.
26	Maintenance services	☒ Yes ☐ No	Labrie and our distributor network can assist with a members specific maintenance requirement and develop a plan that is tailor fitted to the member.

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Labrie is offering a discount off list price exclusive to Sourcwell member only.

Table 5: Pricing and Delivery

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

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Labrie's pricing model will include line item pricing that includes the Sourcwell member specific discount. Labrie will be providing United States and Canadian Price List to cover its vast Sourcwell members. Both price lists will be uploaded in the documents section in the Sourcwell Portal.	*
29	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.	Labrie will offer Sourcwell Members a 2% discount on all products off current list price.	*
30	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts will be honored and evaluated individually between Labrie and the selling distributor that will be specific to the Sourcwell member as needed.	*
31	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.	Labrie will continue to work with our distributor network and utilize our vast industry relationships to provide the Sourcwell member competitively priced open market options. Chassis provided by Labrie as sourced equipment will be at cost plus 5%. Open market or non standard options will be at cost plus 10%. Examples of these items may include auxiliary axle installations, driveline retarders, member specific nonstandard options.	*
32	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.	Depending on the Sourcwell members need and familiarity with Labrie products some elements not included in to total acquisition cost include operator and service training, pre-delivery inspections, and local freight charges. Depending on the Sourcwell members need and locations these charges would range from \$2,000 - \$4,000.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping is included with our price to the Sourcwell member.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We regularly deliver product to Alaska , Hawaii, Caribbean islands and other international destinations, in addition to, of course, Canada. There is an added cost due to distance, added handling and ocean freight. There is also detailed timing required in order to be loaded onto ships. We are very familiar with handling all of these added details.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer all typical delivery methods (driveaway, flatbed) plus the ability to ship via rail for long range North American shipments.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Labrie's payment terms are net 30 days. Labrie will accept check, cash, wire, electronic bank transfer as payment methods.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	If Sourcewell members request leasing or financing options Labrie will recommend NCL Government Capital. In addition to NCL Government capital, our premium distributor network has numerous financing and leasing options from local and regional finance agencies.	*
38	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.	Labrie will continue to use our custom Sourcewell End User quote and Sourcewell End User invoice once truck is complete. Please see the attached documents. Both the quote and invoice include detailed information on the Sourcewell member name, product offered, product options, price, and terms and conditions.	*
39	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?	Labrie does not accept the P-card payment process at this time due to price of equipment sourced.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	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 produce all Sourcewell quotes at the factory so proper pricing is ensured. All Sourcewell quotes have the Sourcewell logo and contract number at the top to identify them so the buying entity can be confident that the pricing, procedure and fees are proper. We have controls in place and system to provide accurate and complete quarterly reporting and payment of fees back to Sourcewell. This process is managed by the Sourcewell contract administrator and also Labrie's Corporate Controller. We feel this process has gone very smoothly over the last eight years we have had the contract.	*
41	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.	Labrie internally will continue to track Sourcewell contract success in a monthly and quarterly sales review meeting based on previous years contract results. Labrie will also continue to hold quarterly meetings with Sourcewell Account Managers to ensure success of contract.	*
42	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.)	Labrie is proposing a 1.5% administrative fee exclusive of freight, local delivery service, and pre delivery inspection.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	Labrie Environmental Group was the first manufacturer to become ISO 9001 certified and conforms to the latest ISO 9001:2015 Certification. The Labrie Group continues to operate to these standards by undergoing re-certification on an annual basis. All of our products are designed and built meeting ANSI Z245.1-2017 standards. Labrie is certified as a final stage manufacturer. Other certifications and standards Labrie complies with are: Occupational Safety and Health Administration (OSHA) Standards USA Compress natural gas system CNG NFPA 52 Federal Motor Vehicle Safety Standards (FMVSS) Environmental Protection Agency (EPA) Emission Standards Canadian transportation CMVSS Canadian Safety national mark #394 CSA Standard W47.1 Canadian Certification of Companies for Fusion Welding of Steel Canada Compress natural gas system CNG CSA B109	*
44	What percentage of your sales are to the governmental sector in the past three years	Labrie's percentage of sales to the governmental sector is the past three years is 43%. This percentage has continued to rise over the past few years due to an increased Labrie sales force and also better distributor locations throughout the US and Canada.	*
45	What percentage of your sales are to the education sector in the past three years	Labrie's percentage of sales to the educational sector in the past three years is 1%. Our main educational sector customers include universities and public school systems who still have inhouse refuse and recycling collection.	*
46	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?	Our distribution network currently holds Texas Buyboard Contract, Florida Sheriffs Contract, North Carolina Sheriffs Contract, and the Educational Services Commission of New Jersey Contract. The annual sales volume for the Texas Buyboard contract averages \$2 Million USD a year for a total of \$6 Million USD over the past 3 years. The annual sales volume for the Educational Services Commission on New Jersey Contract averages \$3 Million USD a year for a total of \$9 Million USD over the past 3 years. The annual sales volume for the North Carolina Sheriffs contract averages \$1.5 Million USD a year for a total of \$4.5 Million USD over the past 3 years. The annual sales volume for the Florida Sheriffs contract averages \$4 Million USD a year for a total of \$12 Million USD over the past 3 years.	*
47	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?	Labrie does not currently hold any GSA or SOSA contracts.	*

Table 9: Top Five Government or Education Customers

Line Item 48. 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 *	
City of Toronto	Government	ON - Ontario	Labrie Automated Side Loader	60 Total Units	\$8.2 Million Dollars	*
City of Miami Dade County	Government	Florida - FL	Labrie Automated Side Loaders	45 Total Units	\$4.9 Million Dollars	*
City of Washington DC	Government	District of Columbia - DC	Leach Rear Loaders	39 Total Units	\$3.6 Million Dollars	*
City of Tacoma	Government	Washington - WA	Labrie Automated Side Loaders and Wittke Front Loaders	45 Total Units	\$5.1 Million Dollars	*
City of Salt Lake City	Government	Utah - UT	Labrie Automated Side Loaders	43 Total Units	\$5 Million Dollars	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami Dade County, Florida	Danny Diaz Fleet Management Division Director Department of Solid Waste Management	305-541-6691	*
City of Cedar Rapids Iowa	Joy Huber Fleet Services Manager	319-286-5886	*
City of Loveland Colorado	Tyler Bandemer Solid Waste Superintendent	970-962-2000	*
City of Hobart Indiana	Kelly Smith Director of Public Works	219-942-6121	
City of East Chicago Indiana	Jaylan Robinson Fleet Services Manager	219-942-6121	

Table 11: 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 *	
50	Sales force.	Labrie's factory sales force consists of 8 experienced Regional Sales Managers and a VP of Sales. The RSMs work remote to cover their geographic area and assist the distributors with all facets of their business with Labrie. Additionally, there are Product Specialists located in the Quebec and Georgia facilities to assist with application and quoting of product. See the uploaded location map.	*
51	Dealer network or other distribution methods.	Labrie's distribution network covers all 50 states and each of the Canadian Provinces, with the exception of Quebec which is covered factory direct. Each distributor has significant sales and service resources dedicated to Labrie. See uploaded map.	*
52	Service force.	Our distribution network invests heavily in parts inventory and in mechanics to service our equipment. Many offer mobile service or truck pick-up. Supporting that network is Labrie factory service team consisting of 6 field-based Field Service Representatives that each support a group of distributors. We also have a factory based tech service group to provide support over the phone. See uploaded map.	*
53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes for Sourcewell customers are produced internally by Labrie customer service to ensure that the proper pricing and fees are applied. The finished quote is then delivered by the local Labrie Distributor to the Sourcewell customer. Order will then be placed with the local distributor, who will in turn submit it to Labrie customer service for processing. Then the distributor will be responsible for delivering the finished unit.	*
54	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.	Labrie customer service has access to all of the details of the Sourcewell contract and what is required to process those quotes and orders. We will generally turn Sourcewell requests into a delivered quote within 48 hours. Delivered unit times vary with type of equipment but are typically 120 days form receipt of chassis. We also have a factory stocking program that can greatly reduce that time.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Labrie feels that Sourcewell is a very valued platform and partner for us to market our products. We think we have proven that over the last 8 years with multiple hundred successful unit deliveries to Sourcewell entities.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully willing to work with the Sourcewell/ Canoe platform in Canada. We have created a Canoe specific Canadian price list and our team there is trained and ready. This will be uploaded in the pricing section.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Labrie will have full coverage in the US and Canada	*
58	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 will fully service all Sourcewell entities. We have full geographic coverage and no restrictions.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We deliver units to Hawaii, Alaska and the Caribbean on a regular basis. There are no real restrictions other than added freight cost and logistical timing with ocean traffic. Our logistics group is very familiar with the requirements.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	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.	We start with advertising Sourcewell on all 4 of our websites: labriegrup.com, labrietrucks.com, leachtrucks.com and wittketrucks.com. These feature a Sourcewell page with a link out to our page on the Sourcewell site. We display Sourcewell flags and banner at the regional and national shows we participate in annually. Our distributors also display the Sourcewell logo and in some cases our contract number on their literature, web sites and at their own local trade shows. Our Regional Sales Managers train our distributors to promote Sourcewell as they sell and to set up new Sourcewell members.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use our sales enablement platform, Showpad, to drive more digital content to our distributors and their customers, including reference to our Sourcewell contract. We rely heavily on our distributors local marketing efforts to expand our reach to the market. They are all trained to promote Sourcewell as part of those efforts.	*
62	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?	If our contract is renewed, it will be business as usual for the last eight years. We will continue to successfully promote and utilize the platform. We enjoy the support, training and insight provided by Sourcewell as we move through the process of selling.	*
63	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 go to market exclusively through our distributor network and only offer electronic ordering to them.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
64	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.	Labrie offers service, operator and maintenance training to all Sourcewell members. Depending on the members exact training requirement this can be performed by our skilled Labrie training department or also the supplying distributor. If this was a Sourcewell customer that is new to the Labrie products this would be a standard training procedure. If the member is a returning customer and familiar with our product training would be optional based on members training needs. The standard training would be at no charge to the member. Optional training would be handled as a "non standard option" and charged accordingly to the members specific training requirements.	*
65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	Service and operator safety has always been a focus at Labrie. On our Wittke Front Loader and Labrie Side Loader products we have designed our products with safety in mind. One example includes the arm and body valve section being located on the side of the body to ensure the service technician is on ground level and out of traffics way for any repairs. Many of our competitors have this valve section located between the body and chassis which is very dangerous for the service technician. From an operators standpoint our products are all ergonomically designed and well labeled for operator confidence.	
66	Describe how the equipment you propose simplifies the operation for end-users.	Labrie products are turn key to the end user once they take delivery of our product. These products are immediately ready for route when delivered. All products are designed and manufactured with the operator in mind for safe and efficient operation. We offer the Sourcewell member a product that can be manufactured exactly to their needs on various chassis platforms that include electric, compressed natural gas, and also diesel.	
67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	Operator and mechanic safety continues to be a focus at Labrie when manufacturing our products. Our exclusive Envirolink Multiplex system allows communication of cameras and monitors, diagnostic tools, safety interlocks, alerts, gps tracking, for a smart collection package. This system provides the mechanic and operator all performance and troubleshooting data at the touch of a button and staying out of harms way. Proximity switches and warning decals continue to be a manufacturing standard as well.	
68	Describe any technological advances that your proposed products or services offer.	Technological advances also tie back into our proprietary Envirolink Multiplex system. A few features this system provides is onboard scale system infrastructure, collision detection systems, and gps capabilities. These features all create a smarter and more efficient product in the field.	*
69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	All factories utilize waste, steel and cardboard recycling programs. Recent project transitioned all paint to the electrostatic paint process that has reduced the amount of paint used by 28%. This process has also reduced our VOC content by 12%	*
70	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.	ISO 9001 Certified Factory	*
71	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.	Labrie currently doesn't hold any WMBE, SBE, or veteran owned certifications.	*
72	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?	Labrie is proud to work with the most expansive and knowledgeable distributor network in the United States and Canada. Along with Labrie these distributor networks create local support to the Sourcewell member for all things parts, service and warranty. Labrie continues to invest heavily internally. With three manufacturing facilities and world class engineering we continue to provide Sourcewell members solutions that exceed expectations and remain a top refuse manufacturer in the industry.	*

Table 14: 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 *	
73	Do your warranties cover all products, parts, and labor?	In general, yes. Please refer to the attached warranty policy and procedure.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Please refer to the attached warranty policy and procedure.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not typical. This expense is usually handled by our distributor.	*
76	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?	We have very solid service coverage for the US and Canada. In the event there is a rare exception we support the customer performing the repair or we will support the repair from the factory.	*
77	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?	No, we will provide warranty coverage for our manufactured product only (Labrie, Leach and Wittke product). Our distributors will support warranty on other quoted products supplied by them.	*
78	What are your proposed exchange and return programs and policies?	Please refer to the attached warranty policy and procedure.	*
79	Describe any service contract options for the items included in your proposal.	Service contracts would be provided and performed as an option by our local distributor.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

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](#) - Pricing (zipped) Folder.zip - Wednesday October 25, 2023 13:15:30
- [Financial Strength and Stability](#) - LEG Purchaser Inc. and Subsidiaries-2022-FS096817 13 march 2023.pdf - Wednesday October 25, 2023 13:16:51
- [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Wednesday October 25, 2023 13:20:00
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Zipped Folder.zip - Wednesday October 25, 2023 13:23:42
- [Standard Transaction Document Samples](#) - Transaction Documents(zipped) Folder.zip - Wednesday October 25, 2023 13:24:27
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Bid Documents Compressed (zipped) Folder.zip - Wednesday October 25, 2023 13:24:53

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. - Andrew LeVasseur, Regional Sales Manager, Labrie Enviroquip Group

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
There have not been any addenda issued for this bid.		



Proposal Opening Record

Date of opening: November 2, 2023

Sourcewell posted Request for Proposal #110223, for the procurement of Refuse Collection Vehicles with Related Equipment, Accessories, and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, September 14, 2023, and the solicitation remained in an open status within the portal until November 2, 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 November 2, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #110223 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:

Air-Flo MFG. CO., Inc. - Submitted 11/01/23 at 8:02:35 AM
Amrep Manufacturing, LLC - Submitted 10/28/23 at 6:06:31 PM
Curbtender, Inc. - Submitted 10/30/23 at 4:49:27 PM
Dennis Eagle, Inc. - Submitted 10/31/23 at 9:31:56 AM
Hol-Mac Corporation - Submitted 11/01/23 at 4:41:30 PM
Kann Manufacturing Corporation - Submitted 10/31/23 at 2:32:50 PM
Labrie Enviroquip Group - Submitted 11/01/23 at 10:04:25 AM
Loadmaster Corporation - Submitted 11/01/23 at 10:02:31 AM
McNeilus Financial DBA McNeilus Truck & MFG - Submitted 11/01/23 at 5:09:54 PM
Scranton Manufacturing Co., Inc. dba New Way FleetForce, LLC - Submitted 10/31/23 at 4:09:36 PM
Spartan Truck Company, Incorporated - Submitted 11/02/23 at 8:45:00 AM
Stellar Industries - Garner, IA - Submitted 10/27/23 at 3:37:35 PM
Stetco Group, LLC - Submitted 11/02/23 at 1:22:39 PM
The Heil Co. - Submitted 10/23/23 at 10:13:13 AM
Universal Handling Equipment Company, Ltd. - Submitted 10/24/23 at 11:06:01 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on November 2, 2023, at 4:33:52 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

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Greg Grunig, MS, Procurement Lead Analyst

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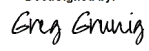
Carol Jackson, Procurement Analyst

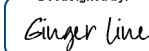


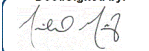
Proposal Evaluation
Refuse Collection Vehicles with Related Equipment, Accessories, and Services RFP #110223

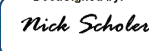
Possible Points		Air-Flo MFG Co	Amrep Manufacturing	Curbtender Inc	Dennis Eagle Inc	Hol-Mac Corporation	Kann Manufacturing	Labrie Enviroquip	Loadmaster
Conformance to RFP Requirements	50	31	38	42	-	40	36	40	36
Pricing	400	245	303	341	-	318	296	316	250
Financial Viability and Marketplace Success	75	50	61	61	-	62	54	66	57
Ability to Sell and Deliver Service	100	65	78	78	-	75	61	86	68
Marketing Plan	50	35	39	40	-	40	31	39	34
Value Added Attributes	75	50	62	62	-	59	59	60	54
Warranty	50	39	40	42	-	40	39	40	38
Depth and Breadth of Offered Equipment, Products, or Services	200	131	170	175	-	164	158	178	154
Total Points	1,000	646	791	841	-	798	734	825	691
Rank Order		14	7	3	15	6	9	5	13

Possible Points		McNeilus Financial	Scranton Manufacturing	Spartan Truck	Stellar Industries	Stetco Group LLC	The Heil Co	Universal Handling
Conformance to RFP Requirements	50	41	41	38	40	35	41	36
Pricing	400	333	330	280	324	303	329	290
Financial Viability and Marketplace Success	75	65	65	50	58	56	64	53
Ability to Sell and Deliver Service	100	78	85	61	79	68	86	64
Marketing Plan	50	41	41	33	41	37	39	35
Value Added Attributes	75	61	63	53	59	49	65	55
Warranty	50	40	37	40	42	40	39	40
Depth and Breadth of Offered Equipment, Products, or Services	200	174	181	151	139	128	181	130
Total Points	1,000	833	843	706	782	716	844	703
Rank Order		4	2	11	8	10	1	12

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 Greg Grunig M.S. Procurement Lead Analyst

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 Ginger Line, MPA NIGP-CPP CPPB, Procurement Analyst

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 Michael Muñoz, CPPB, Procurement Analyst

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 Nick Scholer, Procurement Analyst

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:	September 3, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	602-43340-43355, \$16,000,000		
Agenda Item:	Change Order #3 to Rice Lake West for Mitchell Pump Station and Ground Storage Reservoir Project #2020-20		
Explanation/Background of Agenda Item Requested:	Change Order No. 3 for Pump Station and Ground Storage Reservoir - City Project #2020-20 Change Order No. 3 reflects changes to the contract to date. Work added to the contract is as follows: Addition of concrete swale and riprap on west side of the pump station - \$9,835 Modification of the septic system to a mound system - \$21,450 Please see attached Change Order #3 for detailed information. Original Contract Amount - \$11,518,800 Current Contract Amount - \$11,647,910.02 Increase of Change Order #1 - \$118,577.02 Increase of Change Order #2 - \$10,533.00 Increase of Change Order #3 - \$31,285.00 New Contract Amount - \$11,679,195.02 Original Contract Date - September 30, 2024 Current Contract Date - October 10, 2024 New Contract Date - October 13, 2024 City staff recommends approval of Change Order No. 3 as outlined above. Current Project Budget: Total estimated project cost - \$16,000,000 Pump Station and Ground Storage Reservoir - \$11,518,800 Pump Station and Ground Storage Reservoir Co #1 - \$118,577.02 Pump Station and Ground Storage Reservoir Co #2 - \$10,533.00 Water Main Distribution Improvements - \$2,262,671.30 Soft Costs (Engineering, Administrative) - \$1,628,242.34 Geotek Engineering (Construction Testing Services) - \$42,950.00 Land Purchase - \$149,971.50 Contingencies - \$236,969.84		

CHANGE ORDER NO.: 03

Owner: City of Mitchell Owner's Project No.: 2020-20
Engineer: InfrastructureDG & AE2S Engineer's Project No.: P14543-2019-002
Contractor: Rice Lake West Contractor's Project No.: 2213
Project: Mitchell Pump Station and Ground Storage Reservoir
Contract Name: City of Mitchell/Pump Station and Ground Storage Reservoir
Date Issued: November 7, 2022 Effective Date of Change Order: July 2, 2024

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

Description:

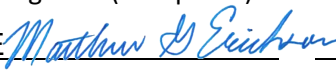
Addition of concrete swale and riprap on west side of the Pump Station as described in Work Change Directive-04.
Modification of the original septic system to a mound system as described in Work Change Directive-08.

Attachments:

Work Change Directive – 04.
Work Change Directive – 08.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>11,518,800.00</u>	Original Contract Times: Substantial Completion: <u>September 30, 2024</u> Ready for final payment: <u>October 31, 2024</u>
Increase from previously approved Change Orders No. 1 and No. 2: \$ <u>129,112.02</u>	Increase from previously approved Change Orders No.1 and No. 2: Substantial Completion: <u>10 days</u> Ready for final payment: <u>10 days</u>
Contract Price prior to this Change Order: \$ <u>11,647,910.02</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 10, 2024</u> Ready for final payment: <u>November 10, 2024</u>
Increase this Change Order: \$ <u>31,285.00</u>	Increase this Change Order: Substantial Completion: <u>3 Days</u> Ready for final payment: <u>3 Days</u>
Contract Price incorporating this Change Order: \$ <u>11,679,195.02</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 13, 2024</u> Ready for final payment: <u>November 13, 2024</u>

Recommended by Engineer (if required)

By: Matt Erickson, PE 

Title: Operations Manager

Date: 7/2/2024

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

Wade D DeVlieger

Digitally signed by Wade D
DeVlieger

DN: C=US,

E=wade.devlieger@rlwest.org,

O=RICE LAKE WEST, CN=Wade

D DeVlieger

Date: 2024.07.02 12:27:57-05'00'

Approved by Funding Agency (if applicable)

Change Order - 03		
Change Order Item	Description	Price Change
WCD-04	Roof Drain and Sump Discharge Swale	\$9,835.00
WCD-08	Septic Mound System	\$21,450.00
	Change Order Total	\$31,285.00
	Original Contract Total	\$11,518,800.00
	Contract Price w/ CO-01 & CO-02	\$11,647,910.02
	New Contract Price w/ CO-03	\$11,679,195.02

WORK CHANGE DIRECTIVE NO.: WCD-04-Roof Drain and Sump Discharge Swale

Owner: City of Mitchell Owner's Project No.: 2020-20
Engineer: AE2S Engineer's Project No.: P14543-2019-002
Contractor: Rice Lake West Contractor's Project No.: 2213
Project: Mitchell Pump Station and Ground Storage Reservoir
Contract Name: City of Mitchell/Pump Station and Ground Storage Reservoir
Date Issued: November 7, 2022 Effective Date of Work Change Directive: April 12, 2024

Contractor is directed to proceed promptly with the following change(s):

Description:

A concrete and riprap swale shall be constructed on the west side of the Pump Station. The concrete portion of the swale shall be 4-inches thick over 6-inches of aggregate base and will begin directly under the roof drains and sump discharge extending to the west. The concrete portion of the swale will end where the gravel surfacing ends and will transition into riprap. The riprap portion of the swale shall be Class B riprap, 2 feet deep over the top of Type B drainage fabric.

Attachments:

C102 -Revision of plan sheet.

C102A – Plan view of swale.

Purpose for the Work Change Directive:

The amount of groundwater that is present on the project site and subsequently flows into the sump pit of the Pump Station is greater than previously anticipated. A concrete and riprap swale shall be constructed on the west side of the Pump Station to capture the discharge of the roof drains and sump pump to prevent washout and any major erosion in that area.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☒ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 10,400 - \$16,500 Increase.

Contract Time: 3 days Increase.

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☒ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: Matt Erickson, PE 

Terry Johnson

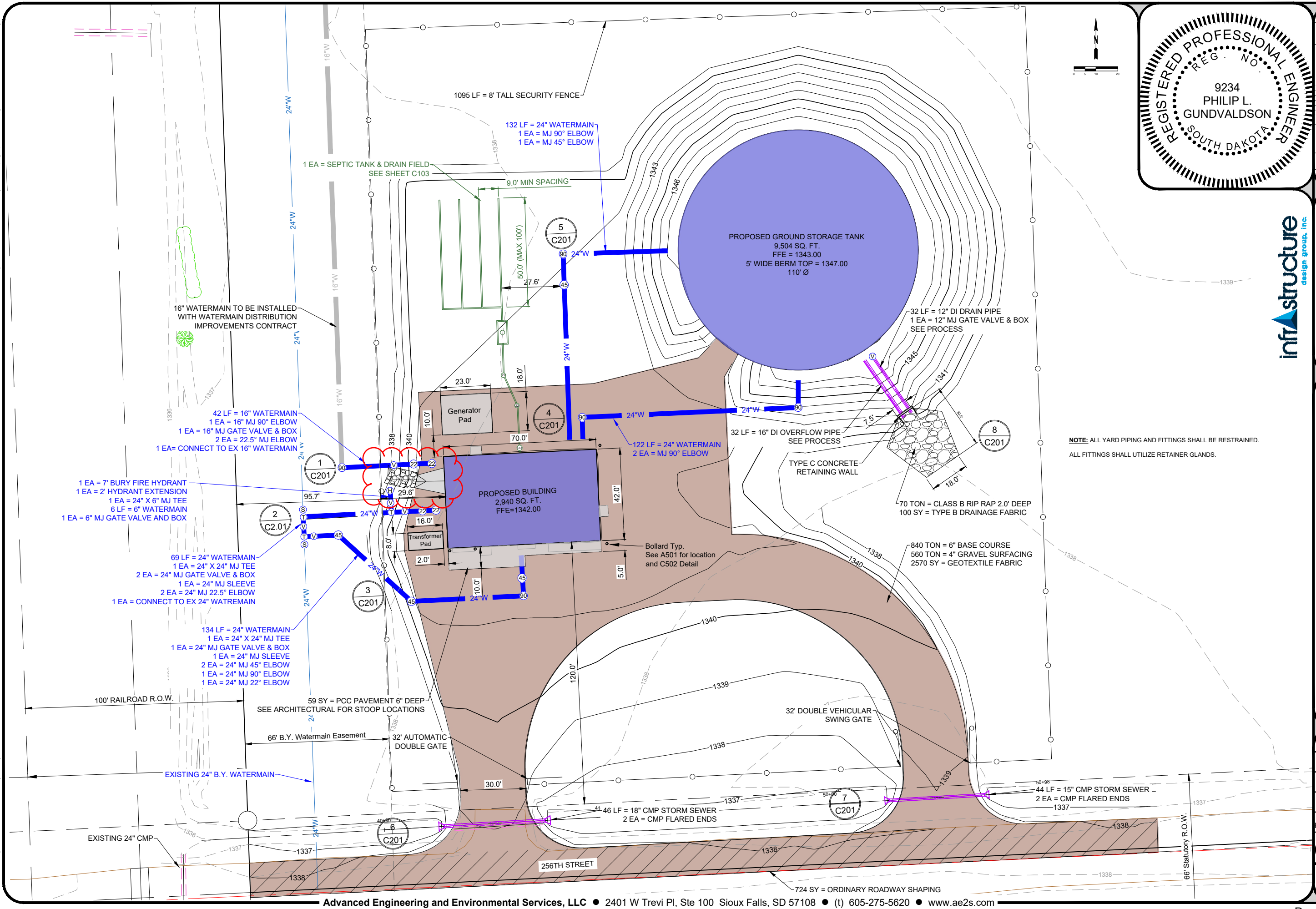
Title: Project Manager

Engineering Project Supervisor

Date: 4/12/2024

 4-17-2024

Plotted By: Andrew Purinton Date: Thursday, February 1, 2024
Last Saved By: Andrew Purinton Date: Friday, January 26, 2024 10:13:02 AM
File: S:\0-2020 Projects\2021 - Mitchell Ground Storage Tank & Pump Improvements\Design\CAD\SHEETS\2021-GSR-SP.dwg
Layout: C102



NOTE: ALL YARD PIPING AND FITTINGS SHALL BE RESTRAINED.
ALL FITTINGS SHALL UTILIZE RETAINER GLANDS.



infrastructure
design group, inc.

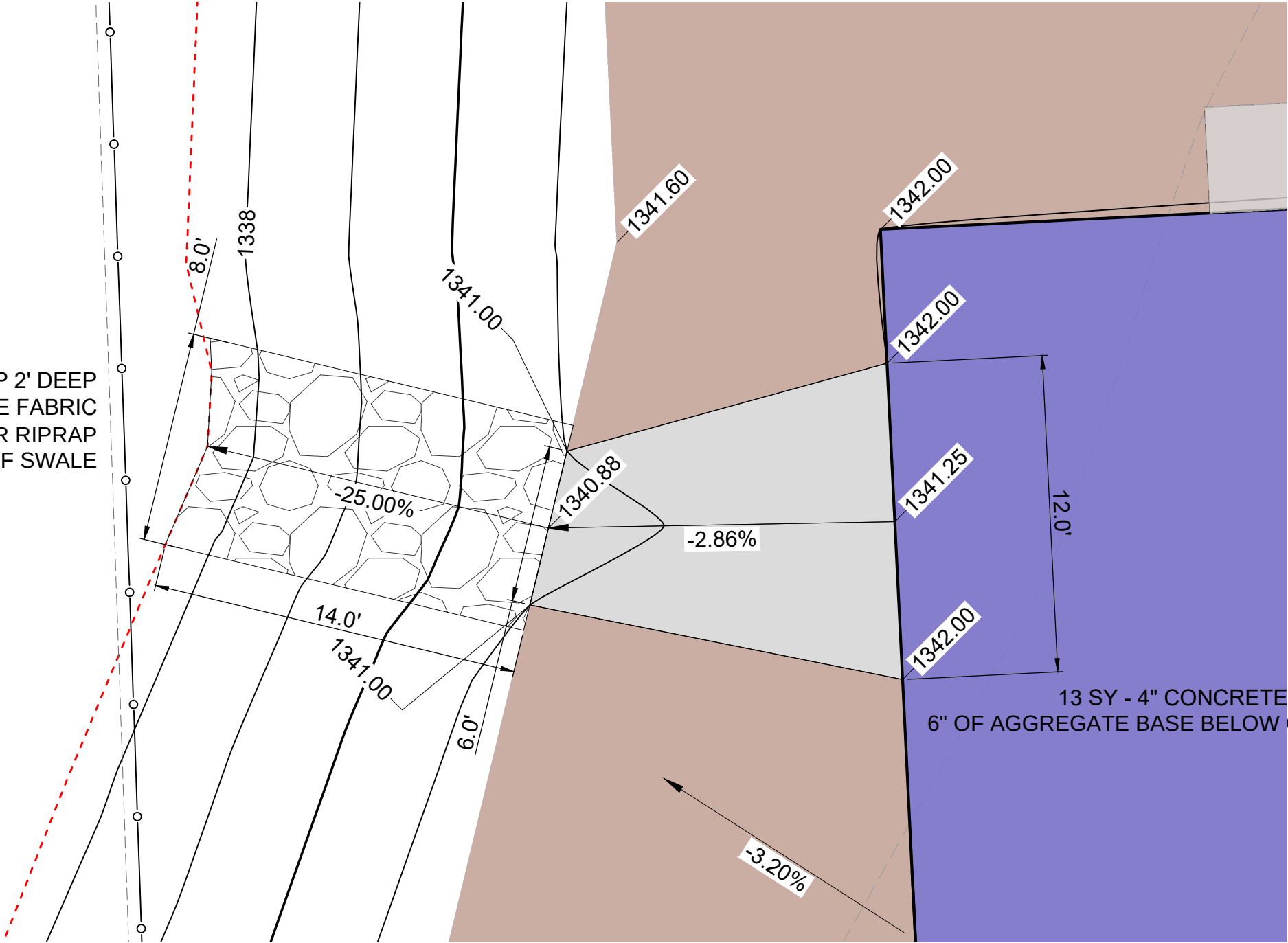


PUMP STATION AND GROUND STORAGE RESERVOIR
CITY OF MITCHELL
MITCHELL, SOUTH DAKOTA
SITE PLAN

DRAWING TYPE	CONST.
PREPARED BY	AJP
CHECKED / APPROVED	PLG / PLG
DATE	JULY 2022
PROJECT NUMBER	P14543-2019-002
FACILITY	GSR / PS
DRAWING	C102

S:\0-2020 Projects\2021 - Mitchell Ground Storage Tank & Piping Improvements\Design\CAD\SHEETS\2021-GSR-GP.dwg
PLOT DATE: 2/6/2024 10:38 AM Andrew Dittman

12 TON - CLASS B RIPRAP 2' DEEP
22 SY - TYPE B DRAINAGE FABRIC
MIRAFI 1120N UNDER RIPRAP
AND UP SIDES OF SWALE



MITCHELL GROUND STORAGE
WATER TANK & PIPE IMPROVEMENTS
MITCHELL, SD

CONCRETE PAD EXHIBIT

DESIGNED BY: JLG	ACAD FILE: X:\2021\GSR-GP.dwg	DATE:
DRAWN BY: JLG		DATE:
CHECKED BY: JLG		DATE:
REVISIONS:	BY:	DATE:



SHEET NO.

C102A



651 Corporate Circle
Suite 108
Golden, CO 80401
303-980-8233
rlwest.org

GOLDEN | WATERTOWN | FARGO

June 17, 2024

Matt Erickson, PE
AE2S
2401 West Trevi Place
Suite 100
Sioux Falls, SD 57108

RE: Mitchell, SD PS and GSR
Project No.: 22-13
COP No.: Swale and RipRap (WCD 4)

Subject: Swale and RipRap (WCD 4)

Mr. Matt Erickson,

We propose to furnish labor, material, and equipment for Swale and RipRap (WCD 4)

Cost addition of: \$9,835.00

If you have any questions, please contact me at (701) 970-9958.

Sincerely,

Rice Lake West

Wade DeVlieger
Project Manager

JD CONCRETE PRODUCTS, LLC.
P.O. BOX 955
MITCHELL, SD 57301
605-996-8084
FAX 605-996-3819

*** INVOICE ***

Customer No. STANEK
Invoice Date 5/31/2024
Invoice Number 35982 Page 1
Credit Terms NET 10TH OF MONTH

STANEK CONSTRUCTORS
651 CORPORATE CIRCLE
SUITE 108
GOLDEN CO 80401

Date	Ticket	Qty	Description	Price	Amount
05/09/24	50271	8.00 CY	4000# psi HWY 37 & 256 STORAGE TANK PO# 2213-10038	186.00	1488.00 *
05/09/24	50279	10.00 CY	4000# psi	186.00	1860.00 *
05/09/24	50283	10.00 CY	4000# psi	186.00	1860.00 *
05/20/24	50575	4.00 CY	4000# psi	186.00	744.00 *

Total Cubic Yards 32.00

Sub-Total	5952.00
Sales Tax- SD	249.98
Invoice Total	6201.98

INVOICE

Stan Houston Equipment Co.
3020 W. 12th St.
Sioux Falls, SD 57104

PAGE	1
INVOICE NO.	2468641
INVOICE DATE	6/03/24

SOLD TO 0034323
RICE LAKE WEST
651 CORPORATE CR DR STE 108
GOLDEN, CO 80401
USA
303-980-8233

SHIP TO Stan Houston Equipment (SF)
3020 W 12th Street
Sioux Falls, SD 57104
USA

CUSTOMER PO / ORDERED BY		SHIP VIA		TERMS	
2213		Customer Pick-UP		Net 10th	
DATE SHIPPED	Order Taker		SALESREP 1	PICK TICKET NO.	
6/03/24	Chad Howard		5001	4467264-001	

SPECIAL INSTRUCTIONS:

ORDERED	SHIPPED		U/M	ITEM NO./ DESCRIPTION	PRICE	AMOUNT
1.00	1.00		EA	EVERY INV MUST HAVE PO/JOB NAME/PURCHASE R NAME!!! HT20 TILT TRAILER-R GRAVITY TILT TRAILER - DUAL 8.5X16 + 4 PJ TRAILERS EQUIP#: 28830 RB PERIOD: 5/31/24 - 6/03/24 Contract #: 56649	100.0000	100.00
SUBTOTAL		SHIPPING & HANDLING	TAX	SUBTOTAL	DEPOSIT	BALANCE DUE
100.00		.00	6.20	106.20	.00	106.20

By taking possession your company agrees that all fees and expenses involved in the collection of this invoice will be borne by the account holder. Restocking and/or miscellaneous fees may apply on returned items.

Bannwarth Excavating
41456 249th St
Mitchell, SD 57301
+1 6057704484

INVOICE

BILL TO
Stanek Constructors
651 Corporate Circle
Suite 106
Golden, CO 80401

INVOICE # 2490
DATE 05/22/2024
DUE DATE 06/21/2024
TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Trucking	Hauled rock from Mitchell Quarry to pump station (2 days) - 5/16/24	17	150.00	2,550.00
2% interest will be added to unpaid balances after 30 days.				
Thank you for your business!				
SUBTOTAL				2,550.00
TAX				0.00
TOTAL				2,550.00
BALANCE DUE				\$2,550.00

2 LOADS X 150.00



651 Corporate Circle, Suite 108
Golden, CO 80401

SCI PROJECT #: 22-13
PROJECT NAME: Mitchell SD
DATE: 6/17/2024
COP/RFP: WCD4

CHANGE ORDER PROPOSAL

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR TOTAL	EQUIPMENT TOTAL	LINE TOTAL	
			HOURS	\$ RATE	TOTAL	RATE	TOTAL				
Labor				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
- PM	1.00	MH	2.00	\$ 110.00	\$220.00	\$ -	\$0.00	\$ -	\$ -	\$220.00	
- Superintendent	1.00	MH	2.00	\$ 120.00	\$240.00	\$ -	\$0.00	\$ -	\$ -	\$240.00	
- Operator	1.00	MH	14.00	\$ 85.00	\$1,190.00	\$ -	\$0.00	\$ -	\$ -	\$1,190.00	
- Carpenter	1.00	MH	46.00	\$ 85.00	\$3,910.00	\$ -	\$0.00	\$ -	\$ -	\$3,910.00	
- Carpenter	1.00	MH	0.00	\$ 85.00	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
- Laborer	1.00	MH	0.00	\$ 85.00	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
- Pipefitter	1.00	MH	0.00	\$ 95.00	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
- Perdiem	1.00	MH	62.00	\$ 12.50	\$775.00		\$0.00			\$775.00	
Materials	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
	0.00	EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
Concrete	1.00	EA	0.00	\$ -	\$0.00	\$ 744.00	\$744.00	\$ -	\$ -	\$744.00	
Rip Rap	12.00	TON	0.00	\$ -	\$0.00	\$ 14.50	\$174.00	\$ -	\$ -	\$174.00	
Hauling	2.00	EA		\$ -	\$0.00	\$ 150.00	\$300.00	\$ -	\$ -	\$300.00	
Geo	22.00	sy		\$ -	\$0.00	\$ 2.00	\$44.00	\$ -	\$ -	\$44.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
Equipment		LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
		EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
Skid Loader \$20/hr	1.00	EA	14.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ 280.00	\$280.00	
trailer	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ 100.00	\$100.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00	
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%							\$ 316.75	
Sales Tax	1.00	ea	4.200%							\$ 53.00	
Totals			\$ 140.00	\$ 6,335.00			\$ 1,262.00	\$ -	\$ 380.00	\$ 8,346.75	
Mark-up on Subs-5%										RLW Mark-up on Subs (5%)	\$ -
Mark-up @ 15%										RLW Mark-up on Labor, Material, and Equipment (15%)	\$ 1,196.55
Bond Cost @ 1%										Bond Cost (1%)	\$ 95.43
Excise Tax @ 2%										Excise Tax @ 2%	\$ 196.73
Total Change Order Request										Total Change Order Proposal Request	\$ 9,835.00
Contract Extension (Days)										Days Requested	3

WORK CHANGE DIRECTIVE NO.: WCD-08-Septic Mound System

Owner:	City of Mitchell	Owner's Project No.:	2020-20
Engineer:	AE2S	Engineer's Project No.:	P14543-2019-002
Contractor:	Rice Lake West	Contractor's Project No.:	2213
Project:	Mitchell Pump Station and Ground Storage Reservoir		
Contract Name:	City of Mitchell/Pump Station and Ground Storage Reservoir		
Date Issued:	November 7, 2022	Effective Date of Work Change Directive:	May 29, 2024

Contractor is directed to proceed promptly with the following change(s):

Description:

The septic absorption trench is to be changed to a mound system design as shown in the attached drawings.

Attachments:

Mitchell PS Septic Mound System Drawings.

DANR Approval Letter.

RFP-01-Mound System

Purpose for the Work Change Directive:

The originally designed septic absorption trench is to be changed to a mound system design due to the original design not meeting ARSD Chapter 74:53:01:15.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

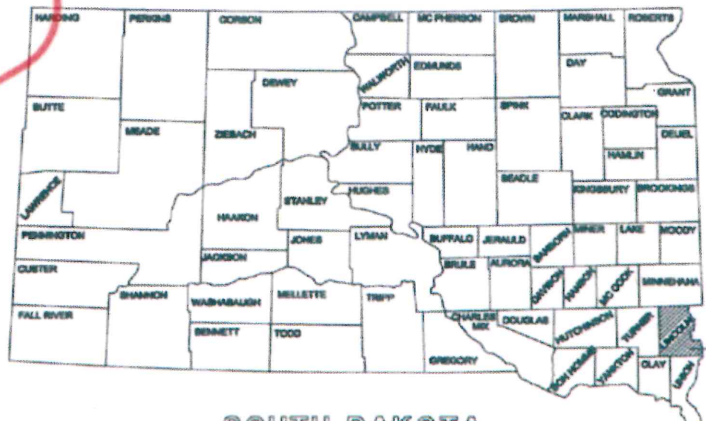
Contract Price:	\$ 21,450.00	Increase.
Contract Time:	0 days	No Change.

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

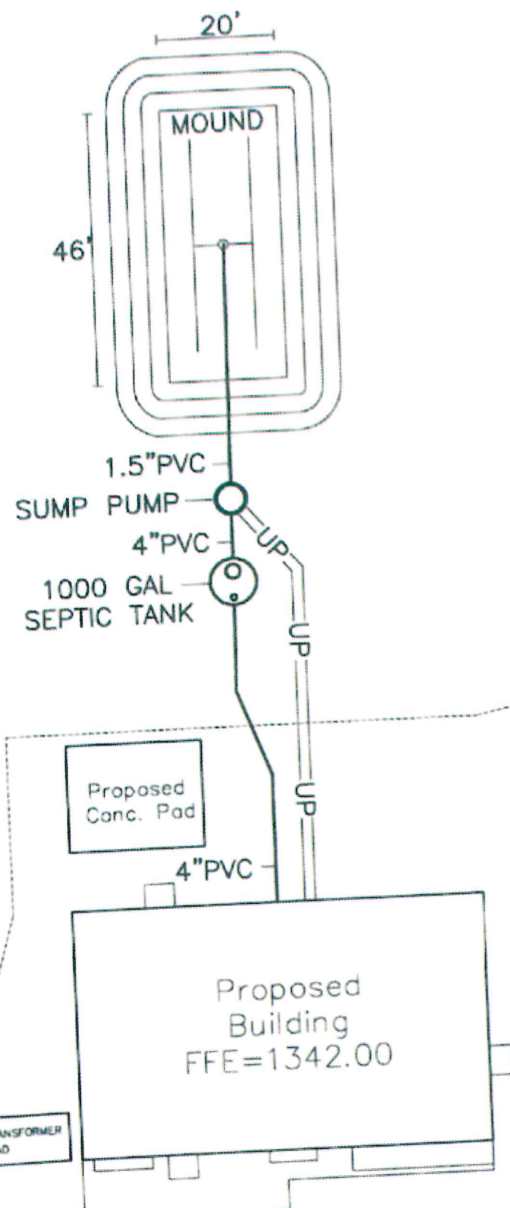
Recommended by Engineer	Authorized by Owner
By: Matt Erickson, PE 	Terry Johnson 
Title: Project Manager	Engineering Project Supervisor
Date: 5/29/2024	5-31-2024

Received
Livestock
Services Program
04/26/2024

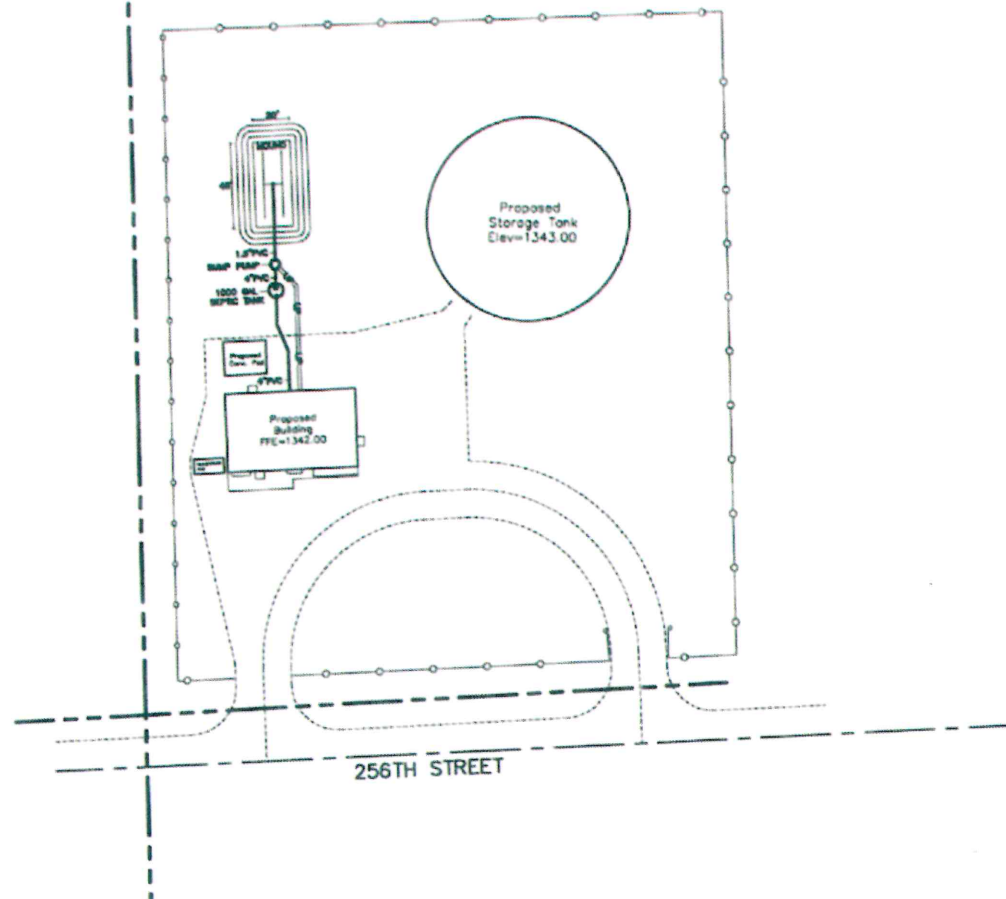


PROJECT LOCATION

SOUTH DAKOTA



ENLARGED VIEW



APPROVED
South Dakota
Department of Agriculture
& Natural Resources
No. 12459

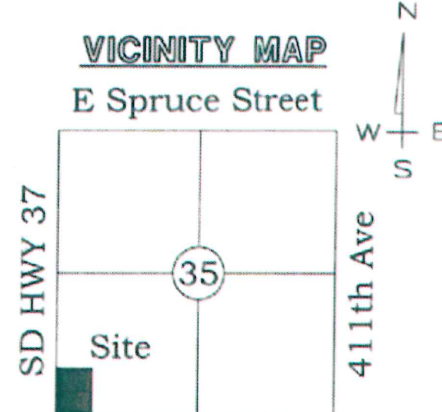
05/07/2024

Neal Konda
Digitally signed by Neal Konda
DN: cn=Neal Konda, o=South Dakota
Department of Agriculture
& Natural Resources, email=Neal.Konda@sd.gov, c=US
Date: 2024.05.07
11:11:40 -05'00'



NORTH
GRAPHIC SCALE
0 25 50 100
(IN FEET)

LEGEND
NOT ALL SYMBOLS APPEAR ON DRAWING
CENTER LINE
PROPERTY LINE
EASEMENT LINE
EXISTING CONTOURS
PROPOSED CONTOUR
DIRECTION OF DRAINAGE

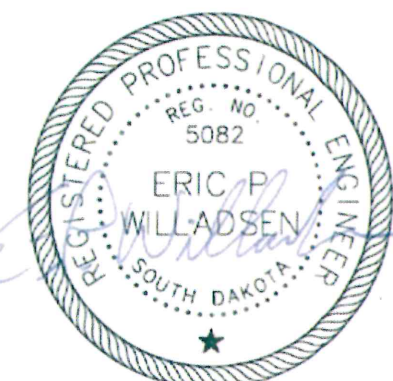


256th Street
Section 35, T103N, R60W
Davison County, SD

SHEET INDEX
1 SITE PLAN
2 NOTES
3 DETAILS

PROPERTY DESCRIPTION

TRACT 1 OF MITCHELL WATERWORKS
1ST ADDITION IN THE SW1/4 OF
SECTION 35, TOWNSHIP 103 NORTH,
RANGE 60 WEST OF THE 5TH P.M.
DAVISON COUNTY, SOUTH DAKOTA.



26 APR 2024

REVISIONS:	DATE:

★ **WLE** ★ **WILLADSEN LUND ENGINEERING** ★
902 SOUTH CLEVELAND AVENUE www.willadsenlund.com
SIOUX FALLS, SOUTH DAKOTA 57103 (605)338-8950

MITCHELL PUMP STATION

EVAPOTRANSPIRATION MOUND SEPTIC SYSTEM	PROJECT No.: 24-063	SHEET 1
	DRAWN BY: CEW	
	APPROVED BY: EPW	
	DATE: APRIL 2024	

CONSTRUCTION NOTES - MOUND EVAPOTRANSPIRATION SEPTIC SYSTEM

ALL WORK SHALL BE IN CONFORMANCE WITH SOUTH DAKOTA ADMINISTRATIVE RULES 74:53:01

- 1 INSTALL 4" PVC SANITARY SEWER PIPE @ MINIMUM GRADE OF 2% FROM BUILDING TO SEPTIC TANK.
- 2 INSTALL MINIMUM 1000 GAL CONCRETE SEPTIC TANK AT THE LOCATION INDICATED ON THE SITE PLAN. SEE DETAILS.
- 3 INSTALL 4" PVC SANITARY SEWER PIPE @ MINIMUM GRADE OF 2% FROM SEPTIC TANK TO DOSING CHAMBER/LIFT STATION WET WELL.
- 4 INSTALL DOSING CHAMBER/LIFT STATION W/SUBMERSIBLE PUMP. ZOELLER 260 SERIES PUMP OR APPROVED EQUIVALENT. PUMP TO BE 1/4 HP CAPABLE OF PUMPING UP TO 30 GPM. PUMP FLOATS SET TO PUMP APPROXIMATELY 80-100 GAL OVER A 3-4 MINUTE CYCLE TIME.
- 5 INSTALL 1-1/2" SCH 40 PVC PRESSURE PIPE FROM THE PUMP TO THE CENTER OF THE MOUND AND CONNECT TO THE DISBURSING MANIFOLD. MAINTAIN 5 FT. COVER OVER THE PIPE AT ALL LOCATIONS.

MOUND

- 6 THE MOUND OR EVAPOTRANSPIRATION SYSTEM SHALL BE CONSTRUCTED ONLY UPON UNDISTURBED NATURALLY OCCURRING SOILS. THE LOCATION OF THE SYSTEM BED SHALL BE AS INDICATED ON THE SITE PLAN ADHERING TO ALL SETBACK DISTANCES. THE BOTTOM OF THE SYSTEM BED SHALL BE SIZED TO THE DIMENSIONS INDICATED AND SHALL BE EXCAVATED TO A DEPTH FROM 8 TO 12 INCHES BELOW THE GROUND SURFACE AND SHALL BE COMPLETELY LEVEL. THE AREA SURROUNDING THE SYSTEMS SHALL BE GRADED TO PROVIDE FOR THE DIVERSION OF SURFACE RUNOFF WATER. THE FIRST LAYER OF FILL MATERIAL PLACED ON THE EXCAVATED MOUND BED BOTTOM SHALL BE A MINIMUM OF 12" SAND (SEE NOTE FOR GRADATION). THE SECOND LAYER OF FILL MATERIAL SHALL CONSIST OF A MINIMUM OF 9 INCHES OF THE PEA ROCK OR WASHED GRAVEL PLACED IN THE AREA ON WHICH THE DISTRIBUTION PIPE SYSTEM WILL BE PLACED. THE FILL MATERIAL FOR THE INTERIOR PORTION THE MOUND SHALL CONSIST OF SAND, AND PEA ROCK OR WASHED GRAVEL RANGING IN SIZE FROM 1/2-INCH TO 2 1/2-INCH DIAMETER.

CONSTRUCT 1-1/2" FLEXIBLE PLASTIC DISTRIBUTION PIPE SYSTEM TO THE DIMENSIONS INDICATED ON THE DETAIL WITH A DISTRIBUTION MANIFOLD AT THE CENTER OF THE MOUND. THE DISTRIBUTION LINES SHALL HAVE PERFORATIONS SPACED FROM 2 TO 5 FEET ALONG THE BOTTOM OF THE PIPE WITH HOLE DIAMETER OF 3/16" TO 1/2" INCH TO PROVIDE UNIFORM PRESSURE FOR EFFLUENT DISTRIBUTION OVER THE BED. ALL DRILLED HOLES SHALL HAVE BURRS REMOVED. ALL DISTRIBUTION PIPE ENDS SHALL BE CAPPED AND PIPE KEPT CLEAN OF FOREIGN DEBRIS DURING INSTALLATION. CONNECT THE DISTRIBUTION PIPE TO THE PRESSURE CONDUIT FROM THE DOSING PUMP. PLACE ADDITIONAL PEA ROCK OR WASHED GRAVEL ON THE BED UNTIL THERE IS A MINIMUM OF 2 INCHES OF COVER OVER AND AROUND THE ENTIRE DISTRIBUTION PIPE SYSTEM. PLACE NON WOVEN GEOTEXTILE DRAINAGE FABRIC DIRECTLY OVER THE ROCK LAYER OVERLAPPING PAPER SUFFICIENTLY SO NO OPEN SPACES EXIST. PLACE A LAYER OF SANDY

LOAM SOIL ON THE NON WOVEN GEOTEXTILE DRAINAGE FABRIC TO A DEPTH OF 12 INCHES IN THE CENTER OF THE MOUND AND TO A DEPTH OF 6 INCHES AT THE SIDES TAPERED OUT ONTO THE SIDES OF THE SAND LAYER.

PLACE A MINIMUM 6-INCH LAYER OF LOOSE MARSH HAY OR FIELD STRAW OVER THE SANDY LOAM SOIL LAYER AND INSURE THE LAYER IS UNIFORM THROUGHOUT. FLAX STRAW SHALL NOT BE USED.

PLACE A MINIMUM OF 6 INCHES OF SUITABLE TOPSOIL MATERIAL OVER THE ENTIRE MOUND AREA. THE OUTSIDE SLOPES MAY NOT BE STEEPER THAN 1 FOOT VERTICALLY TO 3 FEET HORIZONTALLY (1:3). THE ENTIRE MOUND AREA SHALL BE SEEDED, SODDED, OR OTHERWISE PROVIDED WITH A GRASS COVER. SHRUBS, TREES, OR OTHER WOODY VEGETATION SHALL NOT BE PLANTED ON THE TOP OF THE SYSTEM. AVOID OPERATING OR DRIVING EQUIPMENT OVER THE MOUND.

THE DISTRIBUTION PIPE NETWORK FOR THE MOUND SYSTEM SHALL CONSIST OF THE DOSING CHAMBER W/SUBMERSIBLE PUMP (SEE DETAIL), 1 1/2" DIAMETER SCH 40 PVC PIPE FROM THE DOSING CHAMBER TO THE MOUND, AND A MANIFOLD CONNECTED TO THE 1 1/2" PERFORATED DISTRIBUTION PIPE.

THE PIPE FROM THE DOSING CHAMBER/PUMP TO THE CENTER OF THE MOUND SHALL BE INSTALLED AT A MINIMUM DEPTH OF 60 INCHES AND SURFACE IN THE CENTER OF THE MOUND AT THE MANIFOLD CONNECTION POINT.

THE DOSING CHAMBER SHALL BE EQUIPPED WITH AN AUTOMATIC PUMP WITH LEVEL CONTROL SWITCHES AND AN ALARM SYSTEM. THE ALARM SYSTEM SHALL BE ON A SEPARATE ELECTRICAL CIRCUIT FROM THE PUMP CIRCUIT. ALL ELECTRICAL COMPONENTS IN THE DOSING CHAMBER SHALL BE WATERPROOF AND CORROSION-RESISTANT. THE ALARM AND ELECTRICAL PANEL SHALL BE LOCATED OUTSIDE OF THE DOSING CHAMBER AND SHALL BE WEATHERPROOF. THE TOTAL STORAGE VOLUME OF THE DOSING CHAMBER SHALL BE SUCH THAT THE WASTEWATER IS DISCHARGED ONCE EVERY THREE TO FOUR HOURS. THE DOSING CHAMBER SHALL BE VENTED BUT WATERTIGHT AND DESIGNED FOR EASE OF MAINTENANCE.

NOTE:

"SAND", A SOIL TEXTURE COMPOSED BY WEIGHT OF AT LEAST 25 PERCENT OF VERY COARSE, COARSE, AND MEDIUM SAND VARYING IN SIZE FROM 2.0 TO 0.25 MILLIMETERS, LESS THAN 50 PERCENT OF FINE OR VERY FINE SAND VARYING IN SIZE FROM 0.25 TO 0.05 MILLIMETERS, AND NO MORE THAN 10 PERCENT OF PARTICLES SMALLER THAN 0.05 MILLIMETERS



REVISIONS:	DATE:

★ **WLE** ★



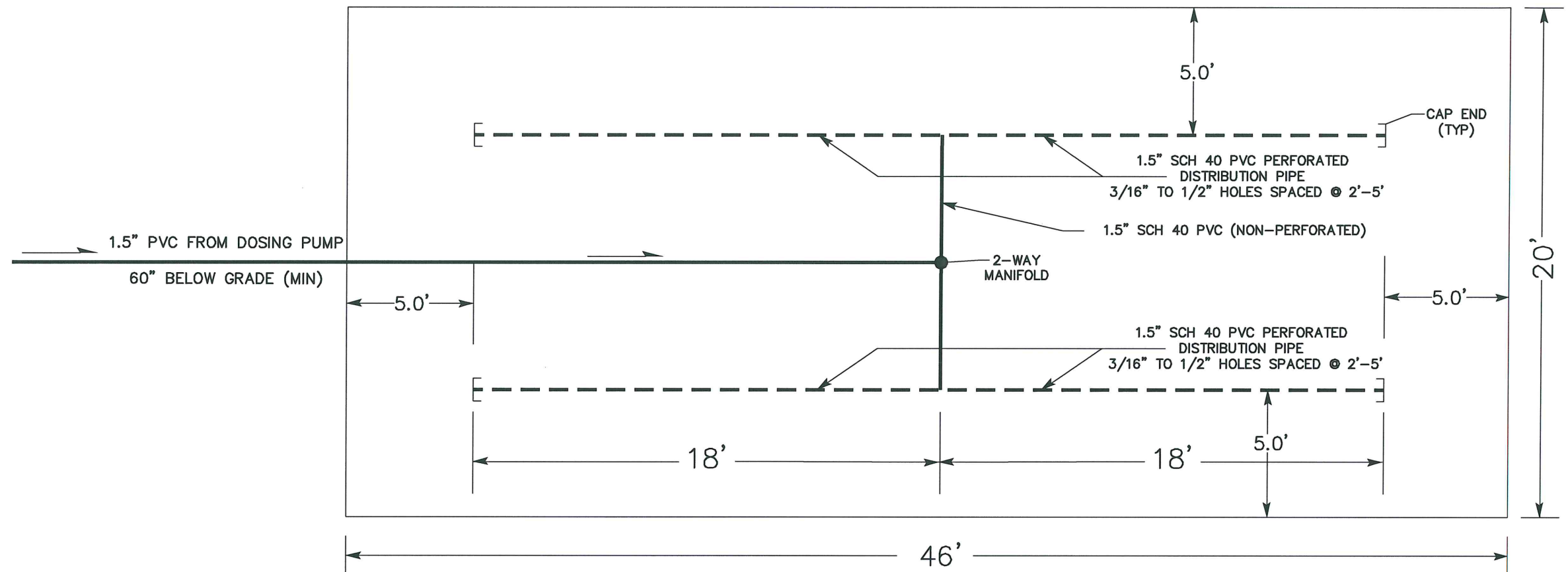
WILLADSEN LUND ENGINEERING
902 SOUTH CLEVELAND AVENUE
SIOUX FALLS, SOUTH DAKOTA 57103
www.willadsenlund.com (605)338-8950

★

MITCHELL PUMP STATION

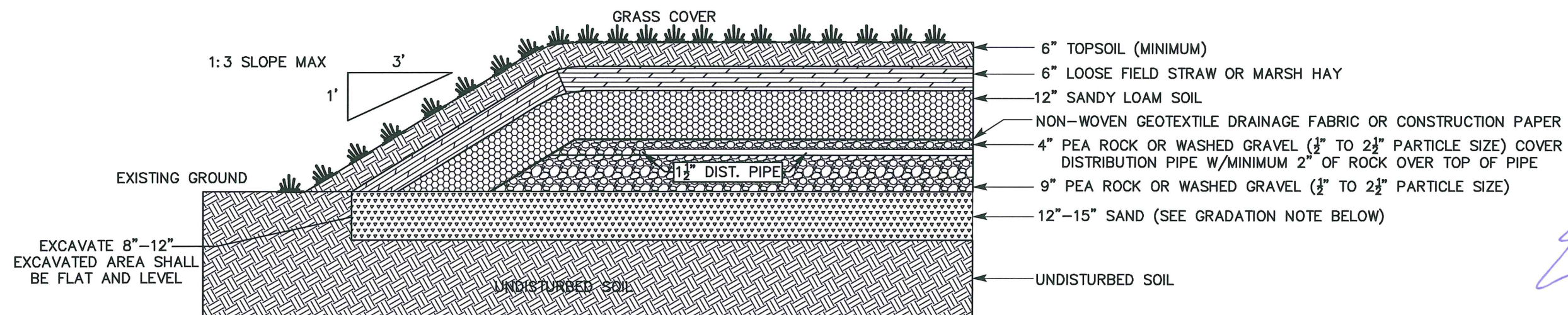
GENERAL NOTES

PROJECT No.:	24-063	SHEET
DRAWN BY:	CEW	2
APPROVED BY:	EPW	
DATE:	APRIL 2024	



NOTE:

"SAND", A SOIL TEXTURE COMPOSED BY WEIGHT OF AT LEAST 25 PERCENT OF VERY COARSE, COARSE, AND MEDIUM SAND VARYING IN SIZE FROM 2.0 TO 0.25 MILLIMETERS, LESS THAN 50 PERCENT OF FINE OR VERY FINE SAND VARYING IN SIZE FROM 0.25 TO 0.05 MILLIMETERS, AND NO MORE THAN 10 PERCENT OF PARTICLES SMALLER THAN 0.05 MILLIMETERS



26 APR 2024

REVISIONS:	DATE:



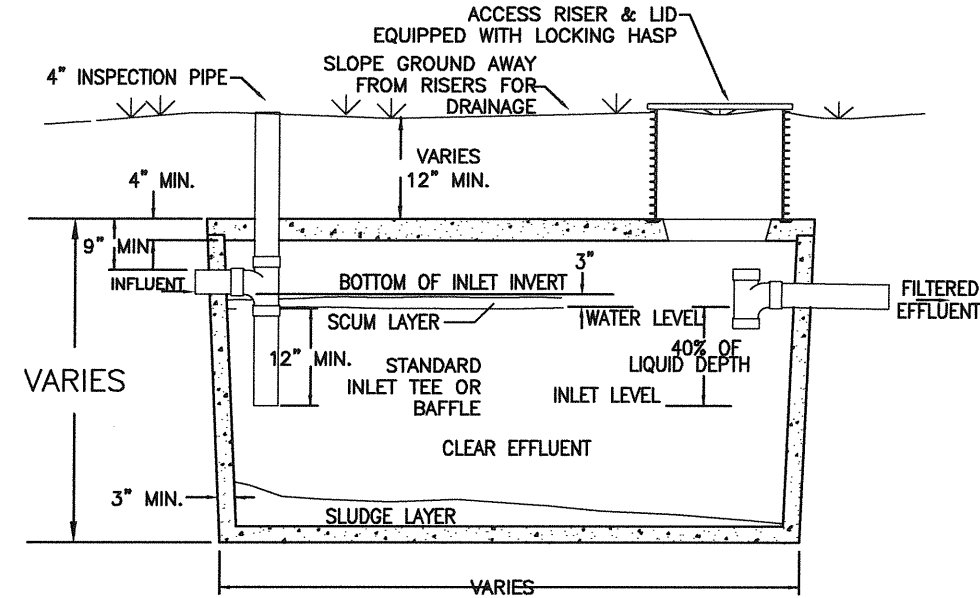
WILLADSEN LUND ENGINEERING
 902 SOUTH CLEVELAND AVENUE www.willadsenlund.com
 SIOUX FALLS, SOUTH DAKOTA 57103 (605)338-8950

MITCHELL PUMP STATION

**EVAPOTRANSPIRATION
 MOUND SEPTIC SYSTEM**

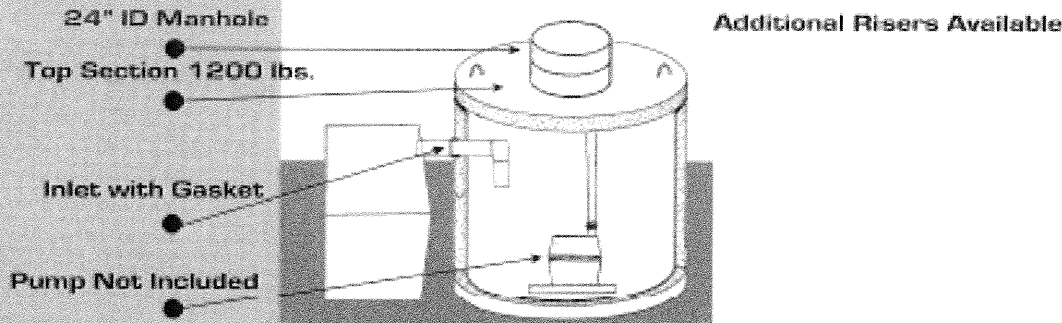
PROJECT No.:	24-063	SHEET
DRAWN BY:	CEW	3
APPROVED BY:	EPW	
DATE:	APRIL 2024	

ALL WORK SHALL BE IN ACCORDANCE WITH ALL
STATE AND LOCAL CODES & ORDINANCES.



SEPTIC TANK - 1000 GAL MINIMUM

**ROUND
200 GALLON LIFT STATION**



ROUND STYLE

Capacity in Gallons	Diameter of Excavation	Diameter of Tank	Height of Tank including Riser	Bottom of Tank to Center of Inlet	Inlet w/ Gasket	Weight
200	70"	58"	44"	27"	4"	3400

**20"-17" Taper
Manhole Cover
with 6" Plug - Pump Out**

4" PVC with Cap

4" Inlet

Baffle

Inspection
Cover

Cowage

Sealant

ROUND STYLE

Capacity in Gallons	Size of Excavation Diameter	Width of Tank [Actual]	Height of Tank	Bottom of Tank to Center of		Opening		Weight
				Inlet	Outlet	Inlet	Outlet	
1300	108"	96"	71"	60 1/2"	56"	4"	4"	10500
1700	108"	96"	84"	72"	69"	4"	4"	12000
2000	108"	96"	95"	83"	80"	4"	4"	13500
2700	108"	96"	121"	109"	106"	4"	4"	15200
3000	108"	96"	132"	120"	117"	4"	4"	16800
3300	108"	96"	143"	131"	128"	4"	4"	17000
3700	108"	96"	158"	146"	143"	4"	4"	18500

REVISIONS:	DATE:



WILLADSEN LUND ENGINEERING
802 SOUTH CLEVELAND AVENUE
SIOUX FALLS, SOUTH DAKOTA 57103
www.willadsenlund.com
(605)338-6950

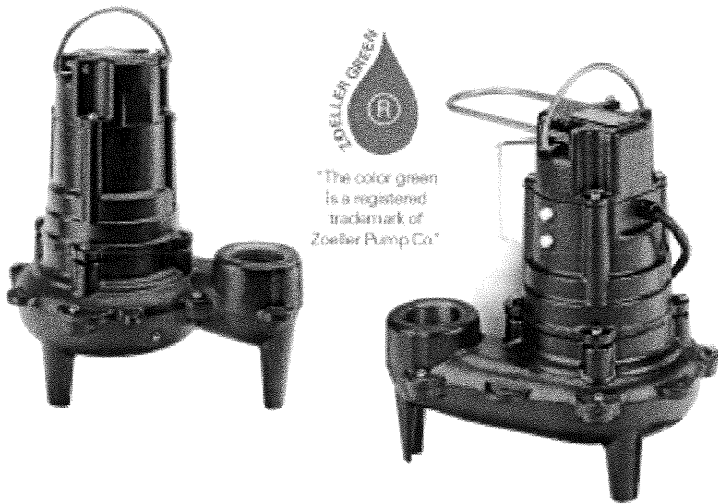
MITCHELL PUMP STATION

STANDARD DETAILS

PROJECT No.:	24-063	SHEET
DRAWN BY:	CEW	4
APPROVED BY:	EPW	
DATE:	APRIL 2024	

quality . service
innovation . integrity

260 Series



*The color green
is a registered
trademark of
Zoeller Pump Co.*

Features

The "Waste-Mate" series of submersible pumps is designed for use in residential or light commercial dewatering and wastewater applications and can be used to transfer groundwater, effluent or raw sewage. The innovative vortex impeller design reduces the risk of clogging and allows each pump to pass 2" (50 mm) spherical solids. These durable cast iron pumps include a powder coated epoxy finish to prevent corrosion and are designed to provide great heat dissipation from the motor, ensuring a long service life. As with every Zoeller pump, each one is 100% pressure-tested, submerged and run to ensure quality and reliability for years of trouble-free performance!

- Automatic models include a float-operated, 2-pole mechanical switch, a stainless steel float guard and switch arm, and a solid, buoyant polypropylene float, which prevents water from filling the float and causing a malfunction.
- For nonautomatic pumps, variable level control systems and containers of various sizes are available for longer cycles.
- Includes a stainless steel handle for easy installation and removal.
- All models are hermetically sealed to be watertight, dust-tight, and completely submersible.

Reserve Powered Design: For unusual conditions, a reserve safety factor is engineered into the design of every pump.

Specifications

Motor Characteristics

Motor	1/2 HP
Voltage	115 - 460 V
Phase	1 or 3 Ph
Hertz	60 Hz
RPM	1750 RPM
Type	Split phase or 3 phase
Insulation	Class B
Amps	1.5 - 10.4 Amps

Pump Characteristics

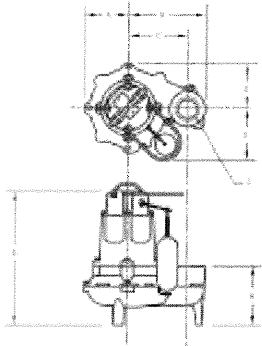
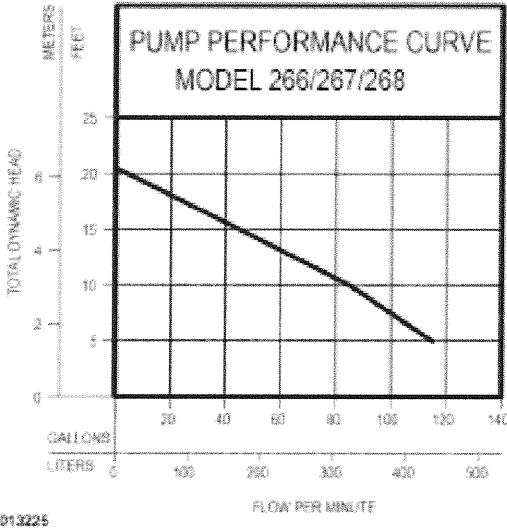
Operation	Automatic or nonautomatic
Auto On/ Off Points	12" / 4" (30 cm / 10 cm)
Discharge Size	2" or 3" NPT
Solids Handling	2" (50 mm) spherical solids
Cord Length	10' (3 m) auto, 15' (5 m) nonauto standard
Cord Type	UL listed, 3-wire neoprene cord and plug
Max Head	21.5' (6.6 m)
Max Flow Rate	128 GPM (484 LPM)
Max Operating Temp	130 °F (54 °C)
Cooling	Oil filled
Motor Protection	Auto reset thermal overload (1 Ph)

Materials Characteristics

Cap	Cast iron
Motor Housing	Cast iron
Pump Housing	Cast iron
Base	Cast iron or engineered plastic
Upper Bearing	Sleeve bearing
Lower Bearing	Sleeve bearing
Mechanical Seals	Carbon and ceramic
Impeller Type	Non-clogging vortex
Impeller	Engineered plastic with metal insert
Hardware	Stainless steel
Motor Shaft	AISI 1215 cold rolled steel
Gasket	Neoprene



260 Series



MODEL	A	B	C	D	E	F	G	H
266	4-3/4" (12.1 cm)	8-5/8" (21.1 cm)	8-13/32" (16.3 cm)	4-3/4" (12.1 cm)	6-15/32" (16.4 cm)	2" NPT	14-5/32" (35.8 cm)	6-13/32" (15.5 cm)
267	4-3/4" (12.1 cm)	8-5/8" (21.1 cm)	8-13/32" (16.3 cm)	4-3/4" (12.1 cm)	6-15/32" (16.4 cm)	2" NPT	14-5/8" (37.2 cm)	6-3/4" (17.1 cm)
268	4-3/4" (12.1 cm)	8-13/32" (21.4 cm)	8-13/32" (16.3 cm)	4-3/4" (12.1 cm)	6-15/32" (16.4 cm)	2 or 3" NPT	14-5/8" (37.2 cm)	6-1/16" (12.0 cm)

Model

Model Number	Seal	Mode	Volts	Phase	Amps	HP	Hz	Lbs	Kg
M266/BN266	Single	Auto	115	1	10.4	1/2	60	41	19
ND66	Single	Non	115	1	10.4	1/2	60	41	19
D266/BE266	Single	Auto	230	1	5.5	1/2	60	41	19
E266	Single	Non	230	1	5.5	1/2	60	41	19
H266	Single	Auto	200-208	1	6.2	1/2	60	41	19
I266	Single	Non	200-208	1	6.2	1/2	60	41	19
J266	Single	Non	200-208	3	2.6	1/2	60	41	19
F266	Single	Non	230	3	2.6	1/2	60	40	18
G266	Single	Non	460	3	1.5	1/2	60	40	18
M267/BN267	Single	Auto	115	1	10.4	1/2	60	47.5	22
ND67	Single	Non	115	1	10.4	1/2	60	47.5	22
D267/BE267	Single	Auto	230	1	5.5	1/2	60	47.5	22
E267	Single	Non	230	1	5.5	1/2	60	47.5	22
H267	Single	Auto	200-208	1	6.2	1/2	60	47.5	22
I267	Single	Non	200-208	1	6.2	1/2	60	47.5	22
J267	Single	Non	200-208	3	2.6	1/2	60	47.5	22
F267	Single	Non	230	3	2.6	1/2	60	47.5	22
G267	Single	Non	460	3	1.5	1/2	60	47.5	22
M268/BN268	Single	Auto	115	1	10.4	1/2	60	51	23
ND68	Single	Non	115	1	10.4	1/2	60	51	23
D268/BE268	Single	Auto	230	1	5.5	1/2	60	51	23
E268	Single	Non	230	1	5.5	1/2	60	51	23
H268	Single	Auto	200-208	1	6.2	1/2	60	51	23
I268	Single	Non	200-208	1	6.2	1/2	60	51	23
J268	Single	Non	200-208	3	2.6	1/2	60	51	23
F268	Single	Non	230	3	2.6	1/2	60	51	23
G268	Single	Non	460	3	1.5	1/2	60	51	23

Model 266 features a plastic base. Models 267 and 268 feature a cast iron base. Model 267 is available with a cast iron impeller, which is standard on all 3 phase units. Model 268 includes a 2" NPT female and 3" NPT male discharge. BN and BE models include a variable level pump switch. Additional cord lengths are available in 15' (5 m), 35' (11 m) and 50' (15 m).



PUMP COMPANY

Zoeller Family of Water Solutions

FM0390_Ea

Your Peace of Mind is Our Top Priority®

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+1 502-778-2731 | 1-800-928-7867 | Fax: +1 502-774-3624

www.zoeller.com

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REVISIONS:	DATE:



WILLADSEN LUND ENGINEERING
902 SOUTH CLEVELAND AVENUE
SIOUX FALLS, SOUTH DAKOTA 57103
www.willadsenlund.com
(605)338-6950



MITCHELL PUMP STATION

STANDARD DETAILS

PROJECT No.:	24-063	SHEET
DRAWN BY:	CEW	5
APPROVED BY:	EPW	
DATE:	APRIL 2024	



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

May 7, 2024

Eric Willadsen, P.E.
Willadsen Lund Engineering Corporation
902 S. Cleveland Avenue
Sioux Falls, SD 57103

RE: Mound Wastewater System Approval – Davison County, South Dakota
P&S 24-1052

Dear Mr. Willadsen:

The South Dakota Department of Agriculture and Natural Resources (DANR) is in receipt of one set of plans and specifications for a mound wastewater system that will service a pump station building located on Tract 1, Mitchell Waterworks 1st Addition, in the SW ¼, Section 35, T103N, R60W, Davison County, South Dakota. The plans have been reviewed for compliance with South Dakota's "Individual and Small On-Site Wastewater Systems" regulations.

The results of the review process indicate the wastewater system is designed for a maximum daily flow of 750 gallons. This design will meet the minimum design requirements and is hereby approved with the following conditions:

- The individual that installs the wastewater system shall be certified in accordance with the Administrative Rules of South Dakota (ARSD) § 74:53:02:02.
- All setback conditions of ARSD § 74:53:01:19 shall be met.

Our review is primarily to determine compliance with the minimum sanitary engineering requirements and does not cover items, such as quality of materials, structural soundness, electrical and mechanical design features. Approval of the plans and specifications does not in any way release the applicant from the responsibility that the project will be an operable facility when construction is completed.

In accordance with ARSD § 74:53:04:07, the Department of Agriculture and Natural Resources' approval of plans and specifications becomes void two years after the date of approval if construction is not initiated prior to that time. Upon request of the owner, voided plans and specifications may be submitted for reconsideration.

Eric Willadsen, P.E.
May 7, 2024
Page 2 of 2

The lifetime of this system is dependent upon proper construction and regularly scheduled maintenance. Please feel free to contact this office if you have any questions.

Sincerely,



Neal Konda, PE, Natural Resources Engineer
Livestock Services Program
(605) 773-4647

cc: Karla Love, Davison County Equalization (email)
Public Works, City of Mitchell, 612 N Main, Mitchell, SD 57301



651 Corporate Circle
Suite 108
Golden, CO 80401
303-980-8233
rlwest.org

GOLDEN | WATERTOWN | FARGO

May 20, 2024

Matt Erickson, PE
AE2S
2401 West Trevi Place
Suite 100
Sioux Falls, SD 57108

RE: Mitchell, SD PS and GSR
Project No.: 22-13
COP No.: Mound System

Subject: RFP-01-Mound System

Mr. Matt Erickson,

We propose to furnish labor, material, and equipment for RFP-01-Mound System/ RFI 031

Cost addition of: \$21,450.00

If you have any questions, please contact me at (701) 970-9958.

Sincerely,

Rice Lake West

Wade DeVlieger
Project Manager



Request For Proposal No. 01

Date of Issuance: March 13, 2024

Project Manager: Matt Erickson, P.E.
AE2S
2401 West Trevi Place, Suite 100
Sioux Falls, SD 57108

Contractor: Rice Lake West

Project: City of Mitchell Pump Station and Ground Storage Reservoir

Owner: City of Mitchell, South Dakota

Re: Proposed change of the currently planned septic system to a mound septic system.

Please submit a cost proposal for changes to the Contract Documents for the following proposed modifications. THIS IS NOT A WORK CHANGE DIRECTIVE, CHANGE ORDER, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description: A proposal is being sought for the City of Mitchell Pump Station and Ground Storage Reservoir project. This proposal should include the following:

Change proposal for the modification of the absorption bed to include a mound system with dousing manhole and pump meeting requirements of the Administrative Rules of South Dakota (ARSD) Chapter 74:53:01:37 and ARSD Chapter 74:53:01:15.

Per Geotek report:

- Mottled soils at 3 feet (approximately elevation 1335.
- Percolation rate = 20.3 min/inch.

☐ SUPPLEMENTAL INFORMATION INCLUDED	☐ SUPPLEMENTAL SUBMITTAL REQUIRED
--	--



REQUEST FOR INFORMATION

RFI# 31

Date: 3/27/2024

PROJECT: Mitchell, SD Pump Station and GSR
OWNER: City of Mitchell, SD

ENGINEER: AE2S, IDG, KFI, JLG

CONTRACTOR: Rice Lake West

	Yes/No
Possible Cost Impact:	YES
Possible Schedule Impact:	YES

RFI TITLE: Mound System design

REFERENCE: Section No. Drawing No.
Other

Request:

Contractor is requesting additional information on design of mound system. Please see attached from Krohmer Plumbing.

Thank you,

By: WADE D DEVLIEGER Date: 3/27/2024

RESPONSE: The following information or clarification is described below or in the attachments:

Please see attached mound system design and DANR approval letter. Please submit Change Proposal in response to Request for Proposal-01.

By: Thomas Hudson Date: 05/08/24

Wade Devlieger

From: Dana Jensen <Dana@krohmerplumbing.com>
Sent: Wednesday, March 27, 2024 7:28 AM
To: Wade Devlieger
Cc: Zeb Scheich
Subject: Mitchell Pump Station - RFI

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Wade,

Here's a list that Zeb & myself put together , per our conversation.

Mound System - RFP - 1

Septic Tank Size (Or Original 1500 Gallon Tank)
Dosing System Size & Depth (With Accessibility)
Pump Quantity (Single Or Duplex)
Pump Size
Pump Voltage (Electrician Will Need To Know)
Alarm System (Electrician May Need To Know Location)
Mound System Lengths (Pipe Footages)
Number Of Mounds (Single Mound Or Dual Mounds)
Bedding Materials/Cover Materials

Again, this is not our normal septic system install that we're use to.

Let us know if you have any questions.

Thanks,

Dana Jensen - Estimator
Krohmer Plumbing

Mitchell Corporate Office

1900 North Main Street
Mitchell, South Dakota 57301
P: 605-996-2752
F: 605-996-0929

Sioux Falls Division Office

3505 North 1st. Avenue
Sioux Falls, South Dakota 57104
P: 605-275-0077
F: 605-275-0929

Rapid City Office

2340 Deadwood Ave North
Suite A & B
Rapid City, South Dakota 57702
P: 605-791-1182

www.krohmerplumbing.com



Muth Electric Inc.

730 North Kimball • PO Box 1400 • Mitchell, SD 57301
PHONE (605) 996-7300 • FAX (605) 996-6201
www.muthelectric.com



May 20, 2024

Rice Lake West
651 Corporate Circle Ste. 108
Golden, CO 80401

Attn: Wade Devlieger

Re: Mitchell PS & Reservoir
Mitchell, SD
Muth Job # 1518

RFI #31 – Added Sump Pump
Muth CO C002 - #60623

Muth Electric, Inc. would like to propose the following change order pricing for the added material and labor of the following:

The total cost of the change order request is \$6,398.00.

- Added sump pump for drain field.

Upon Acceptance of this Change Order and Approved Submittals if required, Muth Electric has requested zero added working days to the contract schedule in order to allow time for Completion/Lead time of Materials.

This change order pricing is good for 30 days.

If you have any questions regarding the pricing of this change order, please call me at 605-996-7300. Thank you for working with us on the project, we greatly appreciate your business.

Sincerely,

MUTH ELECTRIC, INC.

Acceptance of Proposal: The above prices, specifications
And conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified.

Date of Acceptance: _____

Signature: _____

Gary Schoenfelder
Division Manager
Change Order
GS/js

"Professional Answers For All Your Electrical Needs"

CORPORATE
(605) 996-3983

RAPID CITY, SD
(605) 341-3554

SIOUX FALLS, SD
(605) 338-6586

WATERTOWN, SD
(605) 882-2680

HURON, SD
(605) 352-8579

ABERDEEN, SD
(605) 226-8424

BROOKINGS, SD
(605) 692-0800

OMAHA, NE
(402) 551-7780

Muth Electric, Inc.

Bid Summary Sheet

Estimate #: 60623 Location: Mitchell

Muth Job Number: 1538

Customer: Rice Lake West

Address

Description: RFI#31 - ADDED SUMP PUMP FOR DRAIN FIELD

Estimated By: GAS

Checked By:

Estimate Date: 5/17/2024

Revision Date:

Submission Date

Change Order
Status

☐ Approved

☐ Proposed

GC C/O #

Approval Date

☐ Executed

☐ Void

Muth C/O #: C002

Coordination Time	Hours
Superintendent Time:	0.00
Travel Time:	0.00
Miscellaneous Time:	3.00
Total (A)	3.00

	Material Cost	Labor Hours
Total from Estimate Item Detail	\$1,333.92	32.12
Misc Material and Labor: 3.00 %	\$40.02	0.96
Coordination Time		3.00
TOTAL MATERIAL (C) AND LABOR (D)	\$1,373.94	36.08
36.08 Regular Labor Hours @ \$60.00		\$2,164.71

Job Expense			
Tools, Scaffolds -	10 % of Labor Total		\$292.24
Safety -	6 % of Labor Total		\$175.34
Clean Up -	4 % of Labor Total		\$116.89
Warranty -	3 % of Labor Total		\$87.67
BIM Coordination -	4 % of Labor Total		\$116.89
Temporary Power			\$0.00
Cutting, Patching, Painting			\$0.00
Misc. Equipment Used			\$27.06
Use/Sales Tax 6.20 %			\$85.18
Inspection and Permit Fees			\$0.00
Field Incentive \$0.75 per hour			\$27.06
Material Storage			\$0.00
Freight			\$0.00
Mileage 3 Miles @ \$1.05 per Mile			\$3.15
Muth Equipment (Trench/Plow/Bhoe)			\$0.00
Equipment/Tools - Rental			\$0.00
TRENCHING 110 Units x \$2.20			\$242.00
Muth Equipment #2 0 Units x \$0.00			\$0.00
Meals/ Lodging			\$0.00
Total Job Expenses (B)			\$1,173.49

0.00 Overtime Hours @ \$0.00		\$0.00
Labor Burden 35 %		\$757.65
Labor Total		\$2,922.36
Subcontracts		\$800.00
Job Expense (B)		\$1,173.49
Material Cost		\$1,373.94
Total Direct Cost		\$6,269.78
Overhead 0 %		\$0.00
Sub Total		\$6,269.78
Profit 0 %		\$0.00
Sub Total		\$6,269.78
SD Contractors Excise Tax 2.04 %		\$127.90
Sub Total		\$6,397.69
Performance Bond		\$0.00
Total		\$6,397.69

SubContractor Report

Subcontractor Name:	PO Number:	Phase:	Amount:
DAKOTA PUMP	67274	402070	\$800.00
			\$800.00

17-May-24 04:51 PM

Muth Electric - Estimate Detail Report

Muth Job Number: 1538

Estimate#: 60623 Estimated By: GAS

Customer: Rice Lake West

Job Desc: RFI#31 - ADDED SUMP PUMP FOR DRAIN FIELD

Location: Mitchell

Muth Item #	Description	Quantity	Material Cost	Material Extension	Labor Units	Labor Units Extension
PVC8075	3/4" SCH 80 PVC CONDUIT	300	1.64835	\$494.50	0.0435	13.05
PVC759080	3/4 PVC 90 DEGREE SWEEP ELL SCH 8	2	5.265	\$10.53	0.2055	0.41
PVCCP75	3/4" PVC COUPLING	10	0.30375	\$3.04	0.0510	0.51
PVCCN75	3/4" PVC CONN MALE-TERM	6	0.57375	\$3.44	0.1635	0.98
LN75	3/4" LOCKNUT	6	0.2808	\$1.68	0.0435	0.26
PB75	3/4" PLASTIC BUSHING	6	0.19305	\$1.16	0.0855	0.51
CLIC75	3/4" PVC "CLIC" HANGER STRAP	10	0.915975	\$9.16	0.0465	0.46
PVCXP75	3/4" EXPANSION JOINTS	6	33.159375	\$198.96	0.1530	0.92
PVCGLUEQT	PVC CEMENT QT. CAN	1	26.8515	\$26.85	0.0000	0.00
	LINK SEAL	2	135	\$270.00	0.7500	1.50
GRC75	3/4" RIGID CONDUIT	10	5.71725	\$57.17	0.0765	0.76
LBS75	3/4" LB STEEL W/ COV & GASK	2	18.5625	\$37.12	0.6165	1.23
MHUB75	3/4" WEATHERPROOF MEYERS HUB	2	6.3963	\$12.79	0.2655	0.53
QOB120	SQD 20A 1 POLE BOLT IN BREAKER	1	16.55775	\$16.56	0.2400	0.24
THHN12STR	#12 THHN COPPER WIRE STRD	300	0.2268	\$68.04	0.0072	2.16
THHN14STR	#14 THHN COPPER WIRE STRD	400	0.1458	\$58.32	0.0044	1.74
ST75	3/4" SEALTIGHT CONDUIT	12	3.3696	\$40.44	0.0555	0.67
STCNS75	3/4 STR SEALTITE STEEL CONN IT	6	4.0257	\$24.15	0.1605	0.96
	HAMMER DRILLING	1	0	\$0.00	0.7500	0.75
	CORE DRILLING	1	0	\$0.00	1.5000	1.50
	TRENCHING	1	0	\$0.00	3.0000	3.00
		Totals		\$1,333.91		32.14

Proposal

KROHMER PLUMBING

P.O. BOX 1264

401 S. OHLMAN

MITCHELL, SD 57301

PHONE: 605-996-2752 FAX:605-996-0929

PROPOSAL SUBMITTED TO	PHONE	DATE
Stanek/Rice Lake West Attn: Wade		5/16/2024
651 Corporate Circle Suite 108	Job Mitchell - Pump Station - RFI # 31	Addendums 1 & 2
Golden, Colorado 80401	Location Mitchell	Change Order
ARCHITECT AE2S, IDG, KFI, JLG	ESTIMATOR <i>Dana Jensen</i>	JOB PHONE

We hereby submit our proposal for the following scope of work:

DIVISION 22 - PLUMBING

22 0120	PLUMBING GENERAL PROVISIONS	COMPLETE
22 0155	PLUMBING SITE CONDITIONS	COMPLETE
22 0160	PLUMBING PIPING PROCEDURES	COMPLETE
22 0170	PLUMBING SUBMITTALS	COMPLETE
22 0500	COMMON WORK RESULTS FOR PLUMBING	COMPLETE
22 0513	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	COMPLETE
22 0514	COMMON ELECTRICAL REQUIREMENTS FOR PLUMBING EQUIPMENT	COMPLETE
22 0519	THERMOMETERS & GAUGES FOR PLUMBING PIPING	COMPLETE
22 0540	SUPPORTS & ANCHORS - PLUMBING	COMPLETE
22 0553	IDENTIFICATION FOR PLUMBING PIPING & EQUIPMENT	COMPLETE
22 0600	SCHEDULES FOR PLUMBING	COMPLETE
22 0700	PLUMBING INSULATION	COMPLETE
22 0716	PLUMBING EQUIPMENT INSULATION	COMPLETE
22 0719	PLUMBING PIPING INSULATION	COMPLETE
22 1005	PLUMBING PIPING (No Drain tile Piping Included, Not On Plans)	COMPLETE
22 1006	PLUMBING SPECIALTIES	COMPLETE
22 3600	COMMERCIAL GRADE PLUMBING EQUIPMENT	COMPLETE
22 4200	COMMERCIAL PLUMBING FIXTURES	COMPLETE

NOTE: NO RECIRC LINE OR RECIRC PUMP. NOT ON PLANS

TOTAL BASE BID PLUMBING AMOUNT: \$207,635.00

To DEDUCT Septic & Drain Field From Engineered Drawings On Plan Page C-103

No Submitted Drawings Or Perk Test Included. Proposal Is Based Off Of The Engineered Drawings

DEDUCT SEPTIC & DRAIN FIELD AMOUNT: \$30,981.00

To ADD The Septic & Drain Field Mound System, Per RFI #31

This Is To Be Added In Lieu Of The Original Septic System, Per State Requirements, RFI #31

ADD RFI # 31 MOUND SYSTEM AMOUNT: \$43,753.00

NOTES: SOUTH DAKOTA SALES TAX INCLUDED NO BOND FEES OR ALLOWANCES
HVAC, UNIT HEATERS/VENTING, TEMPERATURE CONTROLS, & BALANCING ARE NOT INCLUDED
NO TEMPORARY SERVICES, HEAT, COOLING, WATER, SEWER, OR VENTILATION

NO CONCRETE PADS INCLUDED

NO DEWATERING

Does not include excise tax, payment & performance bond, builder's risk insurance, painting, cutting or patching of walls, floors, ceilings, and/or concrete pads, sheet metal work, HVAC, balancing, temperature controls, fire protection work, temporary heat, temporary water & sewer, ground thawing equipment, engineered backfill materials, or removal and/or replacement of unsuitable soils.

Payment to be made as follows: Payment & Retainage as per Specifications

All material is guaranteed to be as specified above. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Dana Jensen

**Note: This proposal may be
withdrawn by us if not accepted within**

7 days.

Check It™ Control Panel

Single Phase Simplex, Type 4X (Indoor/Outdoor)

Model: CKIT1S230 | 120/240VAC; 1-7A, 7-15A, 15-20A, or 20-30A

OPAQUE DOOR, ALARM BEACON, and LOCKABLE LATCH

ALDERON
Industries

Leading Edge Control Products

MARKETING DATA FLIER



STANDARD FEATURES

- **Type 4X Enclosure, Indoor or Outdoor Use, Pad-Lockable**
 - Standard Enclosure Size 10" x 8" x 4" (inches)
 - Opaque Door, Alarm Beacon with Red Flashing LEDs
 - Alarm Buzzer and Alarm Test/Silence Switch
- **Pump Circuit Breaker and IEC Contactor Pump Starter**
- **Beacon with Vibrant Multi-Color LEDs**
 - Green (normal/pump run), Red (alarms), and Amber (error/HOA off)
 - Event LEDs will flash and normal state LEDs will be solid
- **System Status LEDs (circuit board)**
 - Power, Pump Run, Sensor/Float Activated, and Seal Fail (optional)
- **Automatic Resettable Alarm and Control Fuses**
- **Built-in Printed Circuit Board Surge Protection (conformal coated)**
- **Easily Change Configurations**
 - Sensor Error Input, Automatic or Manual Alarm Reset, Redundant Start Enable, and System Normal Beacon Disable with optional Seal Fail Pump Stop Enable and Seal Fail Buzzer Enable
- **Sensor Options (signaling device)**
 - Field Wire up to (4) Digital Inputs
 - Low Alarm/Redundant Off, Off, Start, and High Alarm
- **Included Auxiliary "Dry" Contacts**
 - Normally Open or Closed, General Alarm (any) plus Power Loss
- **Hand-Off-Auto (HOA) Pump Selector Switch**
 - Off Reminder, Yellow Flashing LEDs (beacon)
- **Configure/Test Button (interior, circuit board)**
 - Activate Alarm Test, Clear Alarms, and Enable or Disable System Configuration Settings
- **Exterior Test/Silence Switch**
 - Activated and Deactivated less than 5-seconds, Activates Alarm Test
 - Activated more than 5-seconds, Clears all Alarms
 - Silence Buzzer during Alarm

Panel Options (customize application)

- Elapsed Time Meter/Cycle Counter
- Control Circuit Breaker
- Anti-Condensation Heater
- Main Disconnect
- Lightning Arrestor
- Intrinsically Safe Circuits

ORDERING INFORMATION

For a complete list of standard products with pricing, refer to the current price sheet or scan the QR code for more information on this product.



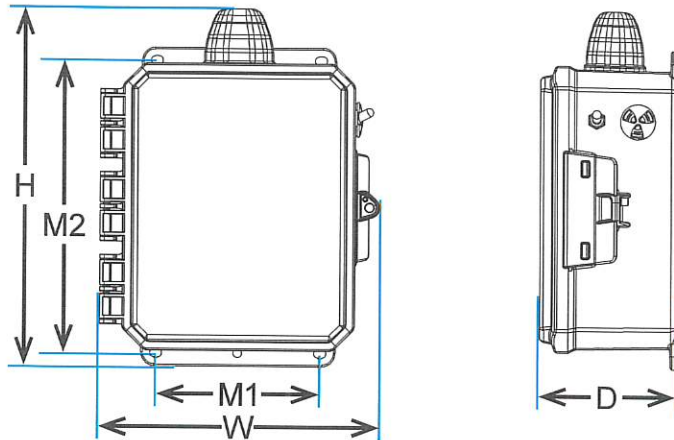
CHECK IT™ - SINGLE PHASE | SIMPLEX

Base Model	Control Panel Description			
CKIT1S230	Check It™, Single Phase Simplex, 120/240VAC, Pump Circuit Breaker			
Panel Code	Pump Full Load Amps (FLA)	Control Switch Options	Panel Code	Description (narrow angle models only)
C7	1.0 - 7.0 Amps	Number of Floats	+3	(3) Float Switches
C15	7.0 - 15.0 Amps		+4	(4) Float Switches
C20	15.0 - 20.0 Amps	Float Style	AG	Altra™ Gold Series
C30	20.0 - 30.0 Amps	Activation Type Normally Open = Pump Down Normally Closed = Pump Up	H	High Level, Normally Open
			L	Low Level, Normally Closed
		Mounting Method (float attachment)	PS	Pipe Clamp, Stainless Steel
			WC	Cable Weight, Cast Iron
			WP	Cable Weight, Plastic
		Cable Length (feet; standard)	20	20' Cable Length
			30	30' Cable Length
			50	50' Cable Length

Example: CKIT1S230C20+3AGHPS30 = Check It™, Single Phase Simplex, 120/230VAC, Pump Circuit Breaker, 1-7 Amps, (3) 30' Float Switches, Stainless Steel Pipe Clamps

Check It™ Control Panel | **PRODUCT DIMENSIONS and APPLICATION EXAMPLES**

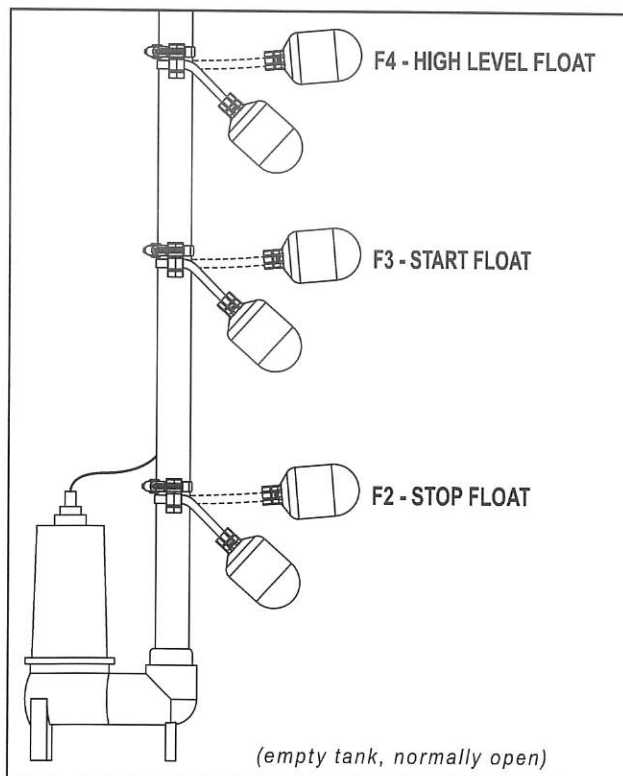
Visit alderonind.com to expand your system with other Alderon™ products for standard or custom applications



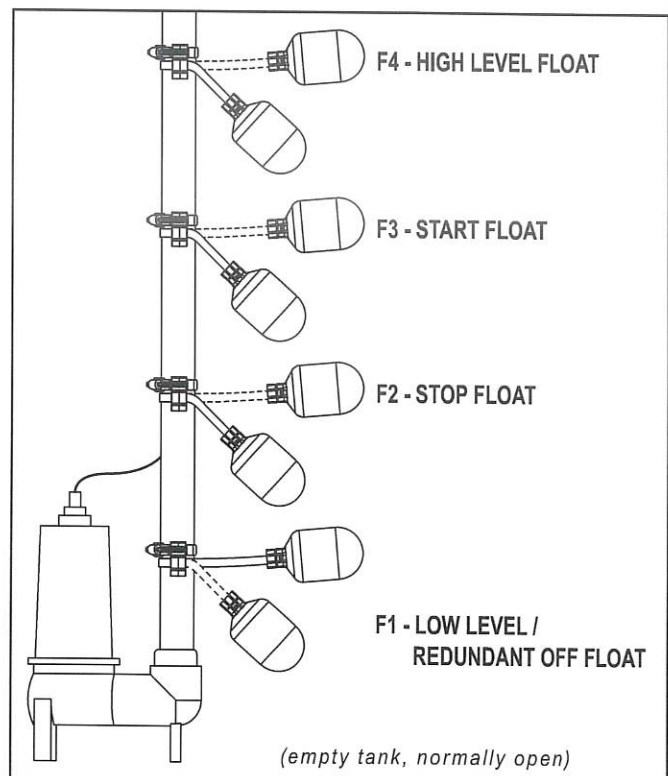
PANEL CODE (enclosure size)	OVERALL Width (W)	OVERALL Height (H)	OVERALL Depth (D)	MOUNTING Width (M1)	MOUNTING Height (M2)
Base Model (E1) 10 x 8 x 4	10.27	13.69	5.01	6.13	10.75
E2 12 x 10 x 6	12.04	15.85	7.27	8.27	12.82
E3 14 x 12 x 6	14.01	17.85	7.27	10.24	14.83
E4 16 x 14 x 8	16.09	19.85	9.27	12.24	16.91
E5 18 x 16 x 10	18.16	21.85	11.27	14.25	18.99

Enclosure measurements (inches)

3-FLOAT EXAMPLE

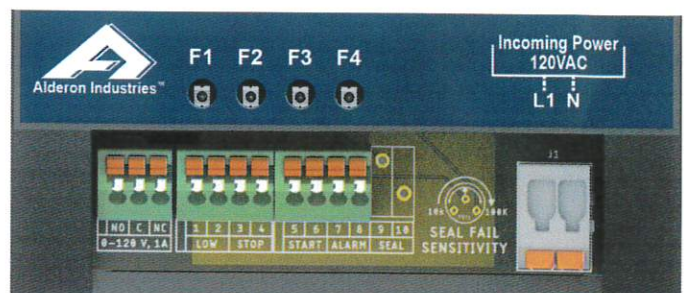


4-FLOAT EXAMPLE



Circuit Board LED Indicators for Sensor Functions:

1. When a float switch is activated, the control panel circuit board LEDs will illuminate for all sensors which are active (F1, F2, F3, and F4).
2. When a float switch is deactivated the control panel circuit board LEDs are not illuminated for all sensors which are not active (F1, F2, F3, and F4).



Product information presented here reflects conditions at time of publication. Consult factory regarding discrepancies or inconsistencies.

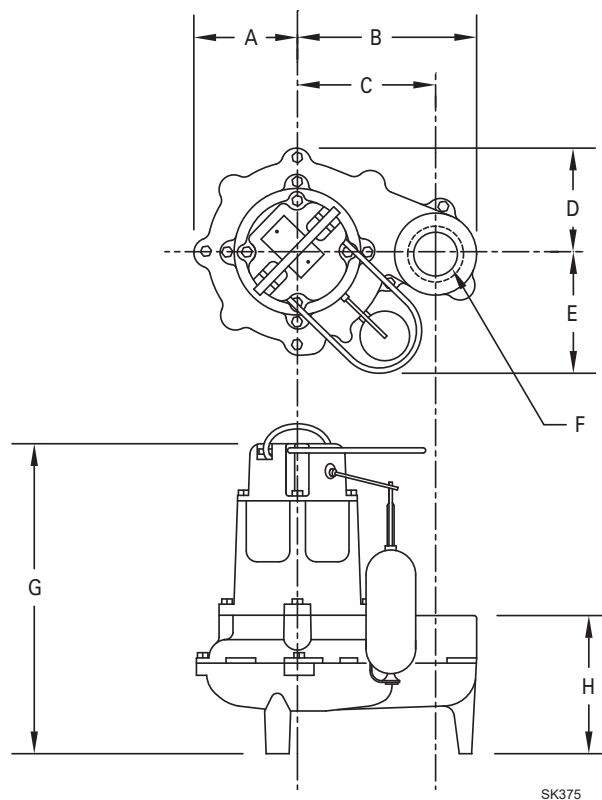
TECHNICAL DATA SHEET

WASTE-MATE SERIES

Models 266 & 267 Sewage/*Effluent or Dewatering Pumps

PRODUCT SPECIFICATIONS

MOTOR	Horse Power	1/2
	Voltage	115-460
	Phase	1 or 3 Ph
	Hertz	60 Hz
	RPM	1725
	Type	Permanent split capacitor
	Insulation	Class B
	Amps	2.0 - 9.4
PUMP	Operation	Automatic or nonautomatic
	Auto On/Off Points	12" (30 cm) / 4" (10 cm)
	Discharge Size	2" NPT
	Solids Handling	2" (50 mm) spherical solids
	Cord Length	10' (3 m) automatic or 15' (5 m) nonautomatic
	Cord Type	UL listed neoprene cord and plug
	Max. Head	21.5' (6.6 m)
	Max. Flow Rate	128 GPM (484 LPM)
	Max. Operating Temp.	130° F (54° C)
	Cooling	Oil filled
	Motor Protection	Auto reset thermal overload (1 Ph)
MATERIALS	Cap	Cast iron
	Motor Housing	Cast iron
	Pump Housing	Cast iron
	Base	Cast iron or engineered plastic
	Upper Bearing	Sleeve bearing
	Lower Bearing	Sleeve bearing
	Mechanical Seals	Carbon and ceramic
	Impeller Type	Non-clogging vortex
	Impeller	Engineered plastic w/ metal insert
	Hardware	Stainless steel
	Motor Shaft	AISI 1215 cold rolled steel
	Gasket	Neoprene
	Min. Basin Size	Simplex: 18" x 30" (45.7 x 76.2 cm) Duplex: 30" x 36" (76.2 x 91.4 cm)



NOTE: The sizing of effluent systems normally requires variable level float(s) controls and properly sized basins to achieve required pumping cycles or dosing timers with nonautomatic pumps. See model comparison chart for specific details.

* May be used in those states where codes do not restrict solids size in effluent systems.

MODEL DIMENSIONS

MODEL	A	B	C	D	E	F	G	H
266	4-3/4" (12.1 cm)	8-5/16" (21.1 cm)	6-13/32" (16.3 cm)	4-13/16" (12.2 cm)	6-7/32" (15.8 cm)	2" NPT	14-1/4" (36.2 cm)	6-3/8" (16.2 cm)
267	4-3/4" (12.1 cm)	8-5/16" (21.1 cm)	6-13/32" (16.3 cm)	4-13/16" (12.2 cm)	6-7/32" (15.8 cm)	2" NPT	14-5/16" (36.4 cm)	6-7/16" (16.4 cm)

SELECTION GUIDE

1. Integral float operated mechanical switch, no external control required.
2. For automatic use single piggyback variable level float switch or double piggyback variable level float switch. Refer to FM0477.
3. See FM1228 for correct model of simplex control panel.
4. See FM0712 for correct model of duplex control panel or FM1663 for a residential alternator system.

SPECIAL MODEL FEATURES

- Model 266 features a plastic base.
- Model 267 feature a cast iron base.
- Model 267 is available with a cast iron impeller, which is standard on all 3 Ph units.
- BN and BE models include a variable level pump switch.
- Additional cord lengths are available in 15' (5 m), 35' (11 m) and 50' (15 m).

CONSULT FACTORY FOR SPECIAL APPLICATIONS

- Minimum recommended basin size (Small load applications)
Simplex - 18" x 30" (45.7 x 76.2 cm)
Duplex - 30" x 36" (76.2 x 91.4 cm)
- High water alarms available

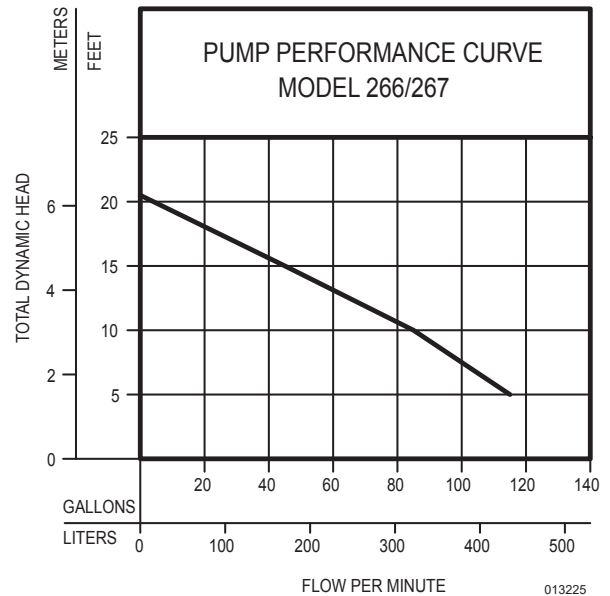
Standard All Models:

266 - Weight 41 lbs. (18.6 kg)
267 - Weight 47.5 lbs. (21.5 kg)

For "M" and "D" models, the approximate volume pumped out per cycle are:

Tank Diameter	Volume Pumped
18" Simplex	8 Gal (30.2 L)
24" Simplex	15 Gal (56.8 L)
30" Duplex	22 Gal (83.3 L)
36" Duplex	33 Gal (124.9 L)
48" Duplex	60 Gal (227.1 L)

CAUTION Maximum temperature of sewage or dewatering must be limited to 130°F (54°C). For over 130°F (54°C), special quotation required.



MODEL		266/267	
Feet	Meters	Gal.	Liters
5	1.5	115	435
10	3.0	85	322
15	4.6	45	170
Shut-off Head:		20.5 ft.(6.2 m)	

Model	MODEL COMPARISON											CERTIFICATIONS
	Seal	Mode	Volts	Ph	Amps	HP	Hz	Lbs	Kg	Simplex	Duplex	cCSAus
M266/BN266	Single	Auto	115	1	9.4	1/2	60	41.0	19	1	4	Y
N266	Single	Non	115	1	9.4	1/2	60	41.0	19	2 or 3	2 or 4	Y
D266/BE266	Single	Auto	230	1	4.7	1/2	60	41.0	19	1	---	Y
E266	Single	Non	230	1	4.7	1/2	60	41.0	19	2 or 3	4	Y
H266	Single	Auto	200-208	1	6.2	1/2	60	41.0	19	1	---	Y
I266	Single	Non	200-208	1	6.2	1/2	60	41.0	19	3	4	Y
J266	Single	Non	200-208	3	3.6	1/2	60	41.0	19	3	4	Y
F266	Single	Non	230	3	3.3	1/2	60	40.0	18	3	4	Y
G266	Single	Non	460	3	2.0	1/2	60	40.0	18	3	4	Y
M267/BN267	Single	Auto	115	1	9.4	1/2	60	47.5	22	1	4	Y
N267	Single	Non	115	1	9.4	1/2	60	47.5	22	2 or 3	4	Y
D267/BE267	Single	Auto	230	1	4.7	1/2	60	47.5	22	1	---	Y
E267	Single	Non	230	1	4.7	1/2	60	47.5	22	2 or 3	4	Y
H267	Single	Auto	200-208	1	6.2	1/2	60	47.5	22	1	---	Y
I267	Single	Non	200-208	1	6.2	1/2	60	47.5	22	3	4	Y
J267	Single	Non	200-208	3	3.6	1/2	60	47.5	22	3	4	Y
F267	Single	Non	230	3	3.3	1/2	60	47.5	22	3	4	Y
G267	Single	Non	460	3	2.0	1/2	60	47.5	22	3	4	Y

CAUTION All installation of controls, protection devices and wiring should be done by a qualified licensed electrician. All electrical and safety codes should be followed including the most recent National Electrical Code (NEC) and the Occupational Safety and Health Act (OSHA).



651 Corporate Circle, Suite 108
Golden, CO 80401

SCI PROJECT #: 22-13
PROJECT NAME: Mitchell SD
DATE: 5/20/2024
COP/RFP: 1

CHANGE ORDER PROPOSAL

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR TOTAL	EQUIPMENT TOTAL	LINE TOTAL
			HOURS	\$ RATE	TOTAL	RATE	TOTAL			
Labor				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
- PM	1.00	MH	3.00	\$ 110.00	\$330.00	\$ -	\$0.00	\$ -	\$ -	\$330.00
- Superintendent	1.00	MH	2.00	\$ 120.00	\$240.00	\$ -	\$0.00	\$ -	\$ -	\$240.00
- Operator	1.00	MH	0.00	\$ 85.00	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
- Carpenter	1.00	MH	0.00	\$ 85.00	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
- Carpenter	1.00	MH	0.00	\$ 85.00	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
- Laborer	1.00	MH	0.00	\$ 85.00	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
- Pipefitter	1.00	MH	0.00	\$ 95.00	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
- Perdiem	1.00	MH	0.00	\$ 12.50	\$0.00		\$0.00			\$0.00
Materials	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
	0.00	EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
Muth	1.00	LS	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ 6,398.00	\$ -	\$6,398.00
Krohmer	1.00	LS	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ 43,753.00	\$ -	\$43,753.00
Krohmer - DEDUCT	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ (30,981.00)	\$ -	(\$30,981.00)
	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
Equipment		LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
		EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
	0.00	EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
	0.00	EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%							\$ 28.50
Sales Tax	1.00	ea	4.200%							\$ -
Totals			\$ 5.00		\$ 570.00	\$ -	\$ -	\$ 19,170.00	\$ -	\$ 19,768.50

Mark-up on Subs-5%	RLW Mark-up on Subs (5%)	\$ 958.50
Mark-up @ 15%	RLW Mark-up on Labor, Material, and Equipment (15%)	\$ 85.50
Bond Cost @ 1%	Bond Cost (1%)	\$ 208.13
Excise Tax @ 2%	Excise Tax @ 2%	\$ 429.03
Total Change Order Request	Total Change Order Proposal Request	\$ 21,450.00
Contract Extension (Days)	Days Requested	[xx]

Date Received: _____
Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. RB-3124

A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name MG Oil Company		Phone Number 605-342-0527	
Address PO Box 1006	City Rapid City	State SD	Zip 57709

C. INDICATE CLASS OF LICENSE BEING APPLIED FOR (Submit separate application for each class of license).

- | | |
|---|---|
| ☐ Retail (on-sale) Liquor | ☒ Retail (on-off sale) Malt |
| ☐ Retail (on-sale) Liquor - Restaurant | Beverage & SD Farm Wine |
| ☐ Convention Center (on-sale) Liquor | ☐ Package Delivery |
| ☐ Package (off-sale) Liquor | ☐ Hunting Preserve |
| ☐ Retail (on-off sale) Wine and Cider | ☐ 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? (If yes, please list on additional sheet)	☒ YES ☐ NO

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name 777 Mitchell - A		Phone Number	
Address 1001 S Burr St Suite A	City Mitchell	State SD	Zip 57301

Is place of business 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
Are you of good moral character having never been convicted of a felony?	☒ YES ☐ NO

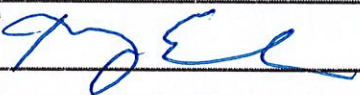
D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description: SQUARES 11 & 14 & VAC IVY AVE & W25 OF VACATED BURR ST & LT AB1 WEAVER'S SQUARE ADDN NW

E. State Sales Tax Number _____ Applied For _____

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are correct; that the said applicant complies with all of the statutory requirements for the class of license being applied 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 8/13/24	Print Name Troy Erickson	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.

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date

Renewal—no public hearing held: ☐
Establishment is ineligible for video lottery: ☐
Amount of fee collected with application: \$ _____
Amount of fee retained: \$ _____
Forwarded with application: \$ _____

If disapproved, endorse reason thereon and return to applicant

**Uniform Alcoholic Beverage License Application
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP/LLC MG Oil Company		
Address of office and principal place of business of corporation/partnership/LP/LLC 1180 Creek Drive		
City Rapid City	State SD	Zip Code 57703
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
Troy Erickson	President	PO Box 1006, RC, SD 57709	Oil Jobber
Marlyn Erickson	Treasurer	PO Bos 1006, RC, SD 57709	Oil Jobber

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 #	Financial Interest Held	Address of Business Location
See attached				

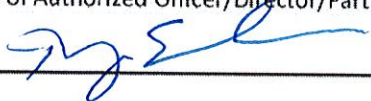
Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc.?

Attorney - Jess Pekarski, 704 St. Joseph Street, Rapid City, SD 57701

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 that 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 8/13/24
---	-----------------

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Numt	Owner
4	Corner Pantry #4	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25630	MG Oil
5	Corner Pantry #5	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25627	MG Oil
6	Corner Pantry #6	Sturgis, SD	Package (off-sale) Malt Beverage	RB-25497	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25629	MG Oil
9	Corner Pantry #9	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25626	MG Oil
10	Corner Pantry #10	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25625	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-22547	MG Oil
11	Corner Pantry #11-2	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-25225	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-3616	MG Oil
12	Corner Pantry #12 - 2	Custer, SD	Retail (on-off) Malt Beverage	RB-27312	MG Oil
13	Corner Pantry #13	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25624	MG Oil
14	Corner Pantry Deadwood Ave #14	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25623	MG Oil
16	Corner Pantry Moon Meadows #16	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25295	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25628	MG Oil
19	Corner Pantry #19 (The Depot Casino)	Brookings, SD	Retail (on-off) Malt Beverage	RB-20065	MG Oil
20	Homestead Casino	Philip, SD	Retail (on-off) Malt Beverage	RB-24841	MG Oil
20	Corner Pantry #20	Philip, SD	Retail (on-off) Malt Beverage	RB-3661	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-24086	MG Oil
21	Corner Pantry #21-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-25294	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Retail (on-off) Malt Beverage	RB-2555	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2669	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off) Malt Beverage	RB-19483	MG Oil
24	Corner Pantry #24-B	Brookings, SD	Retail (on-off) Malt Beverage	RB-28002	MG Oil
25	Corner Pantry #25	Huron, SD	Retail (on-off) Malt Beverage	RB-2589	MG Oil
26	Corner Pantry #26	Huron, SD	Retail (on-off) Malt Beverage	RB-2730	MG Oil
27	Corner Pantry #27	Huron, SD	Retail (on-off) Malt Beverage	RB-2140	MG Oil
27	Corner Pantry #27 - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-29379	MG Oil
29	Corner Pantry #29	Huron, SD	Retail (on-off) Malt Beverage	RB-18935	MG Oil
29	Corner Pantry #29B	Huron, SD	Retail (on-off) Malt Beverage	RB-23334	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off) Malt Beverage	RB-2732	MG Oil
30	Corner Pantry Casino #30	Huron, SD	Retail (on-off) Malt Beverage	RB-20010	MG Oil
30	Corner Pantry Casino #30-2	Huron, SD	Retail (on-off) Malt Beverage	RB-29380	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28310	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24826	MG Oil
32	Corner Pantry #32 B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27731	MG Oil
33	Corner Pantry #33	North Sioux City	Retail (on-off) Malt Beverage	RB-2365	MG Oil
33	Corner Pantry #33 Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-3535	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2852	MG Oil
33	Corner Pantry #33 Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2142	MG Oil
34	Corner Pantry #34	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26959	MG Oil
34	Corner Pantry #34 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28025	MG Oil
34	Corner Pantry #34 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27176	MG Oil
45	The Park	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2962	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2997	MG Oil
46	Market Square	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3027	MG Oil
46	Market Square II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2604	MG Oil
46	Market Square - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27874	MG Oil
46	Market Square - 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27967	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-2605	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2873	MG Oil
51	Corner Pantry Travel Plaza Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2877	MG Oil
51	Corner Pantry Travel Plaza Casino - 4	North Sioux City	Retail (on-off) Malt Beverage	RB-2891	MG Oil
51	Corner Pantry Travel Plaza Casino - 5	North Sioux City	Retail (on-off) Malt Beverage	RB-2890	MG Oil
52	Flying J Travel Plaza	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2977	MG Oil
52	Flying J Travel Plaza - 2	Box Elder, SD	Retail (on-off) Malt Beverage	RB-29700	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Numt	Owner
53	Truck Stop Lounge	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2743	MG Oil
53	Truck Stop Lounge West	Box Elder, SD	Retail (on-off) Malt Beverage	RB-29699	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Retail (on-off) Malt Beverage	RB-2776	MG Oil
57	Mint Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27571	MG Oil
57	Mint Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27572	MG Oil
57	Mint Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28181	MG Oil
57	Mint Casino - 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28182	MG Oil
60	Happy Jacks Sioux Falls II	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-21995	MG Oil
60	Happy Jacks Sioux Falls II - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26718	MG Oil
61	LaCrosse Street Casino #1	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2797	MG Oil
61	LaCrosse Street Casino #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3011	MG Oil
61	LaCrosse Street Casino #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3114	MG Oil
63	Rushmore Casino III	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2342	MG Oil
63	Rushmore Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2952	MG Oil
63	Rushmore Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3015	MG Oil
64	BP Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2966	MG Oil
64	BP Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3012	MG Oil
65	777 Casino West	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2275	MG Oil
65	777 Casino West #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3039	MG Oil
67	777 Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3004	MG Oil
67	777 Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2987	MG Oil
67	777 Casino South 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2946	MG Oil
68	Chance's Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2967	MG Oil
68	Chance's Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3590	MG Oil
68	Chances Casino 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3037	MG Oil
68	Chances Casino 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3208	MG Oil
68	Chances Casino 5	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3005	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-2528	MG Oil
69	Jokerz 7-B	Tea, SD	Retail (on-off) Malt Beverage	RB-21591	MG Oil
69	Jokerz 7-C	Tea, SD	Retail (on-off) Malt Beverage	RB-28140	MG Oil
69	Jokerz 7-D	Tea, SD	Retail (on-off) Malt Beverage	RB-28139	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off) Malt Beverage	RB-26575	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off) Malt Beverage	RB-3612	MG Oil
74	Dakota Star Casino - 3	Brandon, SD	Retail (on-off) Malt Beverage	RB-3167	MG Oil
75	Jokerz Mitchell	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2828	MG Oil
75	Jokerz Mitchell - 2	Mitchell, SD	Retail (on-off) Malt Beverage	RB-3833	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3119	MG Oil
78	Jokerz 5	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24624	MG Oil
78	Jokerz 6	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24623	MG Oil
80	Happy Jacks of Pierre #1	Pierre, SD	Retail (on-off) Malt Beverage	RB-3449	MG Oil
80	Happy Jacks of Pierre #2	Pierre, SD	Retail (on-off) Malt Beverage	RB-22518	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off) Malt Beverage	RB-22511	MG Oil
80	Happy Jacks of Pierre #4	Pierre, SD	Retail (on-off) Malt Beverage	RB-29265	MG Oil
81	Happy Jacks East	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3006	MG Oil
81	Happy Jacks Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3657	MG Oil
81	Happy Jacks East #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3810	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-off) Malt Beverage	RB-18919	MG Oil
85	Happy Jacks Summerset	Summerset, SD	Retail (on-off) Malt Beverage	RB-2318	MG Oil
91	Happy Jacks Sioux Falls III	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3385	MG Oil
92	Happy Jacks Sioux Falls IV	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26636	MG Oil
92	Happy Jacks Sioux Falls IV - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26719	MG Oil
93	Toby's Casino North II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3044	MG Oil
93	Toby's Casino North I	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3219	MG Oil
94	Toby's Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3538	MG Oil
94	Toby's Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3593	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Numt	Owner
97	Jokers Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2808	MG Oil
97	Jokers Casino South II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3508	MG Oil
98	Jackpot Casino Too #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2343	MG Oil
98	Jackpot Casino Too #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2969	MG Oil
98	Jackpot Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2995	MG Oil
99	Valley Square Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3594	MG Oil
99	Valley Square Sports Pub	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3599	MG Oil
603	The Lie-brary - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27080	MG Oil
605	Village Bowl 5	Mitchell, SD	Retail (on-off) Malt Beverage	RB-23601	MG Oil
605	Village Bowl 4	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2844	MG Oil
606	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26751	MG Oil
607	The Lanes - B	Brookings, SD	Retail (on-off) Malt Beverage	RB-27244	MG Oil
607	The Lanes - C	Brookings, SD	Retail (on-off) Malt Beverage	RB-27245	MG Oil
608	Country Market II-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2964	MG Oil
620	Upperdeck - 2	Yankton	Retail (on-off) Malt Beverage	RB-3364	MG Oil
749	Overtime Sports Grill & Bar - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-25402	MG Oil
749	Overtime Sports Grill & Bar - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28612	MG Oil
750	Jokerz 8	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26743	MG Oil
750	Jokerz 8 -2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3116	MG Oil
750	Jokerz 8 -3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28611	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-22006	MG Oil
752	Cash Out Casino and Vape - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-26370	MG Oil
752	Cash Out Casino and Vape - 4 (D)	Huron, SD	Retail (on-off) Malt Beverage	RB-25870	MG Oil
753	Jokerz 9	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3588	MG Oil
753	Jokerz 9-2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3912	MG Oil
754	Big Al's Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3111	MG Oil
754	Big Al's Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26758	MG Oil
754	Big Al's Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29136	MG Oil
755	Empire Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3107	MG Oil
776	Jokerz I-90	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29238	MG Oil
776	Jokerz I-90 - 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29239	MG Oil
776	Jokerz I-90 - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2996	MG Oil
777	777 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26483	MG Oil
777	777 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27199	MG Oil
778	777 Casino North A	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27573	MG Oil
778	777 Casino North B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27574	MG Oil
778	777 Casino North C	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27575	MG Oil
779	777 Casino East (Suite D)	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-23116	MG Oil
779	777 Casino East - 2 (Suite C)	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3379	MG Oil
779	777 Casino East - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3473	MG Oil
780	777 Casino & Liquor	Yankton	Retail (on-off) Malt Beverage	RB-3638	MG Oil
780	777 Casino & Liquor - 2	Yankton	Retail (on-off) Malt Beverage	RB-3346	MG Oil
780	777 Casino & Liquor - 3	Yankton	Retail (on-off) Malt Beverage	RB-3397	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Liquor	PL-20178	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Liquor	PL-4443	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off Sale) Wine	RW-21522	MG Oil
20	Corner Pantry #20	Philip, SD	Package (off-sale) Liquor	PL-4742	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off Sale) Wine	RW-19127	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Package (off-sale) Liquor	PL-4566	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Package (off-sale) Liquor	PL-4835	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off Sale) Wine	RW-29912	MG Oil
29	Corner Pantry #29	Huron, SD	Package (off-sale) Liquor	PL-4613	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off Sale) Wine	RW-19267	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Package (off-sale) Liquor	PL-4422	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Package (off-sale) Liquor	PL-4703	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc	Location Name	Location Address	Type of License	License Numt	Owner
33	Corner Pantry #33	North Sioux City	Package (off-sale) Liquor	PL-4725	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-7576	MG Oil
34	Corner Pantry #34	Sioux Falls, SD	Package (off-sale) Liquor	PL-4788	MG Oil
34	Corner Pantry #34	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-26960	MG Oil
34	Corner Pantry #34 Casino	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-28024	MG Oil
43	Hop Scotch	Fort Pierre, SD	Retail (on-sale) Liquor	RL-5591	MG Oil
45	The Park	Rapid City, SD	Retail (on-sale) Liquor	RL-5869	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-sale) Liquor	RL-5870	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-sale) Liquor	RL-6329	MG Oil
51	Corner Pantry Travel Plaza	North Sioux City	Package (off-sale) Liquor	PL-4734	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off Sale) Wine	RW-7575	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-6588	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-sale) Liquor	RL-5383	MG Oil
54	Corner Pantry Travel Center / Town of Hermosa	Hermosa, SD	Package (off-sale) Liquor	PL-4469	Town of Hermosa
55	Hermosa Deli and Lounge / Hermosa	Hermosa, SD	Retail (on-sale) Liquor Sunday Sa	RL-5208	Town of Hermosa
56	J Bar - Truck Stop Lounge North	Box Elder, SD	Retail (on-sale) Liquor	RL-5462	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off Sale) Wine	RW-19954	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off Sale) Wine	RW-23526	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off Sale) Wine	RW-23527	MG Oil
75	Jokerz Mitchell - 3	Mitchell, SD	Retail (on-sale) Liquor	RL-28511	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23114	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off Sale) Wine	RW-22512	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-sale) Liquor	RL-5278	MG Oil
600	18th Amendment	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5930	MG Oil
600	18th Amendment - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6131	MG Oil
602	Billy Frog's	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5203	MG Oil
603	Lie-Brary	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6174	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-26641	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23141	MG Oil
604	Red Eye	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5948	MG Oil
604	Grain Bin (Red Eye 2)	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5938	MG Oil
605	Village Bowl	Mitchell, SD	Retail (on-sale) Liquor	RL-5766	MG Oil
605	Village Bowl 2	Mitchell, SD	Retail (on-sale) Liquor	RL-5759	MG Oil
605	Village Bowl 3	Mitchell, SD	Retail (on-off Sale) Wine	RW-6464	MG Oil
605	Village Bowl 6	Mitchell, SD	Retail (on-sale) Liquor	RL-6380	MG Oil
606	Alpine Sports Bar & Casino	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6168	MG Oil
607	The Lanes	Brookings, SD	Retail (on-sale) Liquor	RL-6262	MG Oil
608	Country Market II	Rapid City, SD	Retail (on-sale) Liquor	RL-5874	MG Oil
620	Upperdeck	Yankton	Retail (on-sale) Liquor	RL-6101	MG Oil
748	Detour Bar	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5943	MG Oil
749	Overtime Sports Grill & Bar	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5213	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-22515	MG Oil
752	Cash Out Casino and Vape	Huron, SD	Retail (on-sale) Liquor	RL-28257	MG Oil
752	Cash Out Casino and Vape - 3	Huron, SD	Retail (on-off Sale) Wine	RW-27536	MG Oil
778	777 North Casino - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23215	MG Oil
779	777 Casino East - 4	Sioux Falls, SD	Retail (on-sale) Liquor	RL-29660	MG Oil
780	777 Casino & Liquor	Yankton	Package (off-sale) Liquor	PL-4962	MG Oil
781	49th Street Liquor	Sioux Falls, SD	Package (off-sale) Liquor	PL-28501	MG Oil
781	49th Street Liquor	Sioux Falls, SD	Retail (on-sale) Liquor	RL-28216	MG Oil

AFFIDAVIT

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF DAVISON)

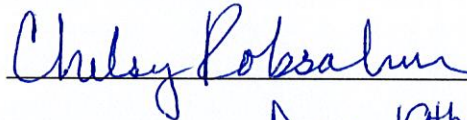
Austen Iverson, Owner of Austen LLC DBA Rowdy Ram, being first duly sworn on oath deposes and says:
That on the 7th day of August, 2024 he was the owner of the license RB-3124 in the city of Mitchell,
South Dakota and that on the said date he made a transfer of said license operated under an alcoholic
beverage license to MG Oil Company DBA 777 Mitchell - A of Mitchell, South Dakota.



(Signature)

(Signature)

Subscribed and sworn to before me this 15th day of August, 2024.



(Notary Public)
Commission Expires: Dec. 19th, 2029

(Notary Seal)



Date Received: _____
Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. RW-750

A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name MG Oil Company		Phone Number 605-342-0527	
Address PO Box 1006	City Rapid City	State SD	Zip 57709

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name 777 Mitchell - B		Phone Number	
Address 1001 S Burr St Suite B	City Mitchell	State SD	Zip 57301

C. INDICATE CLASS OF LICENSE BEING APPLIED FOR (Submit separate application for each class of license).

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

Is place of business 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
Are you of good moral character having never been convicted of a felony?	☒ YES ☐ NO

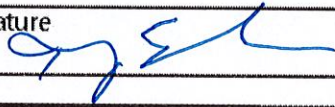
D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description:
SQUARES 11 & 14 & VAC IVY AVE & W25 OF
VACATED BURR ST & LTAB1 WEAVER'S SQUARE
ADDN. NW

E. State Sales Tax Number _____ Applied For _____

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are correct; that the said applicant complies with all of the statutory requirements for the class of license being applied 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 <u>8/13/24</u>	Print Name Troy Erickson	Signature 
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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.

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date

Renewal—no public hearing held: ☐
Establishment is ineligible for video lottery: ☐
Amount of fee collected with application: \$ _____
Amount of fee retained: \$ _____
Forwarded with application: \$ _____

If disapproved, endorse reason thereon and return to applicant

Uniform Alcoholic Beverage License Application
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC MG Oil Company		
Address of office and principal place of business of corporation/partnership/LP/LLC 1180 Creek Drive		
City Rapid City	State SD	Zip Code 57703
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
Troy Erickson	President	PO Box 1006, RC, SD 57709	Oil Jobber
Marlyn Erickson	Treasurer	PO Bos 1006, RC, SD 57709	Oil Jobber

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 #	Financial Interest Held	Address of Business Location
See attached				

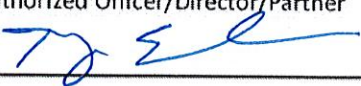
Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc.?

Attorney - Jess Pekarski, 704 St. Joseph Street, Rapid City, SD 57701

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 that that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner 	Date 6/13/24
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ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Numt	Owner
4	Corner Pantry #4	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25630	MG Oil
5	Corner Pantry #5	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25627	MG Oil
6	Corner Pantry #6	Sturgis, SD	Package (off-sale) Malt Beverage	RB-25497	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25629	MG Oil
9	Corner Pantry #9	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25626	MG Oil
10	Corner Pantry #10	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25625	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-22547	MG Oil
11	Corner Pantry #11-2	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-25225	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-3616	MG Oil
12	Corner Pantry #12 - 2	Custer, SD	Retail (on-off) Malt Beverage	RB-27312	MG Oil
13	Corner Pantry #13	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25624	MG Oil
14	Corner Pantry Deadwood Ave #14	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25623	MG Oil
16	Corner Pantry Moon Meadows #16	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25295	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Malt Beverage	RB-25628	MG Oil
19	Corner Pantry #19 (The Depot Casino)	Brookings, SD	Retail (on-off) Malt Beverage	RB-20065	MG Oil
20	Homestead Casino	Philip, SD	Retail (on-off) Malt Beverage	RB-24841	MG Oil
20	Corner Pantry #20	Philip, SD	Retail (on-off) Malt Beverage	RB-3661	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-24086	MG Oil
21	Corner Pantry #21-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-25294	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Retail (on-off) Malt Beverage	RB-2555	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2669	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off) Malt Beverage	RB-19483	MG Oil
24	Corner Pantry #24-B	Brookings, SD	Retail (on-off) Malt Beverage	RB-28002	MG Oil
25	Corner Pantry #25	Huron, SD	Retail (on-off) Malt Beverage	RB-2589	MG Oil
26	Corner Pantry #26	Huron, SD	Retail (on-off) Malt Beverage	RB-2730	MG Oil
27	Corner Pantry #27	Huron, SD	Retail (on-off) Malt Beverage	RB-2140	MG Oil
27	Corner Pantry #27 - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-29379	MG Oil
29	Corner Pantry #29	Huron, SD	Retail (on-off) Malt Beverage	RB-18935	MG Oil
29	Corner Pantry #29B	Huron, SD	Retail (on-off) Malt Beverage	RB-23334	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off) Malt Beverage	RB-2732	MG Oil
30	Corner Pantry Casino #30	Huron, SD	Retail (on-off) Malt Beverage	RB-20010	MG Oil
30	Corner Pantry Casino #30-2	Huron, SD	Retail (on-off) Malt Beverage	RB-29380	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28310	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24826	MG Oil
32	Corner Pantry #32 B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27731	MG Oil
33	Corner Pantry #33	North Sioux City	Retail (on-off) Malt Beverage	RB-2365	MG Oil
33	Corner Pantry #33 Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-3535	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2852	MG Oil
33	Corner Pantry #33 Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2142	MG Oil
34	Corner Pantry #34	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26959	MG Oil
34	Corner Pantry #34 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28025	MG Oil
34	Corner Pantry #34 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27176	MG Oil
45	The Park	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2962	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2997	MG Oil
46	Market Square	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3027	MG Oil
46	Market Square II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2604	MG Oil
46	Market Square - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27874	MG Oil
46	Market Square - 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27967	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-2605	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2873	MG Oil
51	Corner Pantry Travel Plaza Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2877	MG Oil
51	Corner Pantry Travel Plaza Casino - 4	North Sioux City	Retail (on-off) Malt Beverage	RB-2891	MG Oil
51	Corner Pantry Travel Plaza Casino - 5	North Sioux City	Retail (on-off) Malt Beverage	RB-2890	MG Oil
52	Flying J Travel Plaza	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2977	MG Oil
52	Flying J Travel Plaza - 2	Box Elder, SD	Retail (on-off) Malt Beverage	RB-29700	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc	Location Name	Location Address	Type of License	License Numt	Owner
53	Truck Stop Lounge	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2743	MG Oil
53	Truck Stop Lounge West	Box Elder, SD	Retail (on-off) Malt Beverage	RB-29699	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Retail (on-off) Malt Beverage	RB-2776	MG Oil
57	Mint Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27571	MG Oil
57	Mint Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27572	MG Oil
57	Mint Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28181	MG Oil
57	Mint Casino - 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28182	MG Oil
60	Happy Jacks Sioux Falls II	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-21995	MG Oil
60	Happy Jacks Sioux Falls II - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26718	MG Oil
61	LaCrosse Street Casino #1	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2797	MG Oil
61	LaCrosse Street Casino #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3011	MG Oil
61	LaCrosse Street Casino #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3114	MG Oil
63	Rushmore Casino III	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2342	MG Oil
63	Rushmore Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2952	MG Oil
63	Rushmore Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3015	MG Oil
64	BP Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2966	MG Oil
64	BP Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3012	MG Oil
65	777 Casino West	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2275	MG Oil
65	777 Casino West #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3039	MG Oil
67	777 Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3004	MG Oil
67	777 Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2987	MG Oil
67	777 Casino South 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2946	MG Oil
68	Chance's Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2967	MG Oil
68	Chance's Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3590	MG Oil
68	Chances Casino 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3037	MG Oil
68	Chances Casino 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3208	MG Oil
68	Chances Casino 5	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3005	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-2528	MG Oil
69	Jokerz 7-B	Tea, SD	Retail (on-off) Malt Beverage	RB-21591	MG Oil
69	Jokerz 7-C	Tea, SD	Retail (on-off) Malt Beverage	RB-28140	MG Oil
69	Jokerz 7-D	Tea, SD	Retail (on-off) Malt Beverage	RB-28139	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off) Malt Beverage	RB-26575	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off) Malt Beverage	RB-3612	MG Oil
74	Dakota Star Casino - 3	Brandon, SD	Retail (on-off) Malt Beverage	RB-3167	MG Oil
75	Jokerz Mitchell	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2828	MG Oil
75	Jokerz Mitchell - 2	Mitchell, SD	Retail (on-off) Malt Beverage	RB-3833	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3119	MG Oil
78	Jokerz 5	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24624	MG Oil
78	Jokerz 6	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24623	MG Oil
80	Happy Jacks of Pierre #1	Pierre, SD	Retail (on-off) Malt Beverage	RB-3449	MG Oil
80	Happy Jacks of Pierre #2	Pierre, SD	Retail (on-off) Malt Beverage	RB-22518	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off) Malt Beverage	RB-22511	MG Oil
80	Happy Jacks of Pierre #4	Pierre, SD	Retail (on-off) Malt Beverage	RB-29265	MG Oil
81	Happy Jacks East	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3006	MG Oil
81	Happy Jacks Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3657	MG Oil
81	Happy Jacks East #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3810	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-off) Malt Beverage	RB-18919	MG Oil
85	Happy Jacks Summerset	Summerset, SD	Retail (on-off) Malt Beverage	RB-2318	MG Oil
91	Happy Jacks Sioux Falls III	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3385	MG Oil
92	Happy Jacks Sioux Falls IV	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26636	MG Oil
92	Happy Jacks Sioux Falls IV - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26719	MG Oil
93	Toby's Casino North II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3044	MG Oil
93	Toby's Casino North I	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3219	MG Oil
94	Toby's Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3538	MG Oil
94	Toby's Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3593	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc : Location Name	Location Address	Type of License	License Numt	Owner
97 Jokers Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2808	MG Oil
97 Jokers Casino South II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3508	MG Oil
98 Jackpot Casino Too #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2343	MG Oil
98 Jackpot Casino Too #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2969	MG Oil
98 Jackpot Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2995	MG Oil
99 Valley Square Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3594	MG Oil
99 Valley Square Sports Pub	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3599	MG Oil
603 The Lie-brary - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27080	MG Oil
605 Village Bowl 5	Mitchell, SD	Retail (on-off) Malt Beverage	RB-23601	MG Oil
605 Village Bowl 4	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2844	MG Oil
606 Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26751	MG Oil
607 The Lanes - B	Brookings, SD	Retail (on-off) Malt Beverage	RB-27244	MG Oil
607 The Lanes - C	Brookings, SD	Retail (on-off) Malt Beverage	RB-27245	MG Oil
608 Country Market II-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2964	MG Oil
620 Upperdeck - 2	Yankton	Retail (on-off) Malt Beverage	RB-3364	MG Oil
749 Overtime Sports Grill & Bar - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-25402	MG Oil
749 Overtime Sports Grill & Bar - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28612	MG Oil
750 Jokerz 8	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26743	MG Oil
750 Jokerz 8 -2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3116	MG Oil
750 Jokerz 8 -3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28611	MG Oil
751 Jokerz Casino 31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-22006	MG Oil
752 Cash Out Casino and Vape - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-26370	MG Oil
752 Cash Out Casino and Vape - 4 (D)	Huron, SD	Retail (on-off) Malt Beverage	RB-25870	MG Oil
753 Jokerz 9	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3588	MG Oil
753 Jokerz 9-2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3912	MG Oil
754 Big Al's Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3111	MG Oil
754 Big Al's Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26758	MG Oil
754 Big Al's Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29136	MG Oil
755 Empire Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3107	MG Oil
776 Jokerz I-90	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29238	MG Oil
776 Jokerz I-90 - 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29239	MG Oil
776 Jokerz I-90 - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2996	MG Oil
777 777 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26483	MG Oil
777 777 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27199	MG Oil
778 777 Casino North A	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27573	MG Oil
778 777 Casino North B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27574	MG Oil
778 777 Casino North C	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27575	MG Oil
779 777 Casino East (Suite D)	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-23116	MG Oil
779 777 Casino East - 2 (Suite C)	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3379	MG Oil
779 777 Casino East - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3473	MG Oil
780 777 Casino & Liquor	Yankton	Retail (on-off) Malt Beverage	RB-3638	MG Oil
780 777 Casino & Liquor - 2	Yankton	Retail (on-off) Malt Beverage	RB-3346	MG Oil
780 777 Casino & Liquor - 3	Yankton	Retail (on-off) Malt Beverage	RB-3397	MG Oil
8 Corner Pantry #8	Rapid City, SD	Package (off-sale) Liquor	PL-20178	MG Oil
18 Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Liquor	PL-4443	MG Oil
19 Corner Pantry #19	Brookings, SD	Retail (on-off Sale) Wine	RW-21522	MG Oil
20 Corner Pantry #20	Phillip, SD	Package (off-sale) Liquor	PL-4742	MG Oil
21 Corner Pantry #21	Rapid City, SD	Retail (on-off Sale) Wine	RW-19127	MG Oil
22 Metro City Corner Pantry #22	Fort Pierre, SD	Package (off-sale) Liquor	PL-4566	MG Oil
23 Corner Pantry #23	Sioux Falls, SD	Package (off-sale) Liquor	PL-4835	MG Oil
24 Corner Pantry #24	Brookings, SD	Retail (on-off Sale) Wine	RW-29912	MG Oil
29 Corner Pantry #29	Huron, SD	Package (off-sale) Liquor	PL-4613	MG Oil
30 Corner Pantry #30	Huron, SD	Retail (on-off Sale) Wine	RW-19267	MG Oil
31 Corner Pantry #31	Sioux Falls, SD	Package (off-sale) Liquor	PL-4422	MG Oil
32 Corner Pantry #32	Sioux Falls, SD	Package (off-sale) Liquor	PL-4703	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc	Location Name	Location Address	Type of License	License Num	Owner
33	Corner Pantry #33	North Sioux City	Package (off-sale) Liquor	PL-4725	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-7576	MG Oil
34	Corner Pantry #34	Sioux Falls, SD	Package (off-sale) Liquor	PL-4788	MG Oil
34	Corner Pantry #34	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-26960	MG Oil
34	Corner Pantry #34 Casino	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-28024	MG Oil
43	Hop Scotch	Fort Pierre, SD	Retail (on-sale) Liquor	RL-5591	MG Oil
45	The Park	Rapid City, SD	Retail (on-sale) Liquor	RL-5869	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-sale) Liquor	RL-5870	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-sale) Liquor	RL-6329	MG Oil
51	Corner Pantry Travel Plaza	North Sioux City	Package (off-sale) Liquor	PL-4734	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off Sale) Wine	RW-7575	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-6588	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-sale) Liquor	RL-5383	MG Oil
54	Corner Pantry Travel Center / Town of Hermosa	Hermosa, SD	Package (off-sale) Liquor	PL-4469	Town of Hermosa
55	Hermosa Deli and Lounge / Hermosa	Hermosa, SD	Retail (on-sale) Liquor Sunday Sa	RL-5208	Town of Hermosa
56	J Bar - Truck Stop Lounge North	Box Elder, SD	Retail (on-sale) Liquor	RL-5462	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off Sale) Wine	RW-19954	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off Sale) Wine	RW-23526	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off Sale) Wine	RW-23527	MG Oil
75	Jokerz Mitchell - 3	Mitchell, SD	Retail (on-sale) Liquor	RL-28511	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23114	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off Sale) Wine	RW-22512	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-sale) Liquor	RL-5278	MG Oil
600	18th Amendment	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5930	MG Oil
600	18th Amendment - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6131	MG Oil
602	Billy Frog's	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5203	MG Oil
603	Lie-Brary	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6174	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-26641	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23141	MG Oil
604	Red Eye	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5948	MG Oil
604	Grain Bin (Red Eye 2)	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5938	MG Oil
605	Village Bowl	Mitchell, SD	Retail (on-sale) Liquor	RL-5766	MG Oil
605	Village Bowl 2	Mitchell, SD	Retail (on-sale) Liquor	RL-5759	MG Oil
605	Village Bowl 3	Mitchell, SD	Retail (on-off Sale) Wine	RW-6464	MG Oil
605	Village Bowl 6	Mitchell, SD	Retail (on-sale) Liquor	RL-6380	MG Oil
606	Alpine Sports Bar & Casino	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6168	MG Oil
607	The Lanes	Brookings, SD	Retail (on-sale) Liquor	RL-6262	MG Oil
608	Country Market II	Rapid City, SD	Retail (on-sale) Liquor	RL-5874	MG Oil
620	Upperdeck	Yankton	Retail (on-sale) Liquor	RL-6101	MG Oil
748	Detour Bar	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5943	MG Oil
749	Overtime Sports Grill & Bar	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5213	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-22515	MG Oil
752	Cash Out Casino and Vape	Huron, SD	Retail (on-sale) Liquor	RL-28257	MG Oil
752	Cash Out Casino and Vape - 3	Huron, SD	Retail (on-off Sale) Wine	RW-27536	MG Oil
778	777 North Casino - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23215	MG Oil
779	777 Casino East - 4	Sioux Falls, SD	Retail (on-sale) Liquor	RL-29660	MG Oil
780	777 Casino & Liquor	Yankton	Package (off-sale) Liquor	PL-4962	MG Oil
781	49th Street Liquor	Sioux Falls, SD	Package (off-sale) Liquor	PL-28501	MG Oil
781	49th Street Liquor	Sioux Falls, SD	Retail (on-sale) Liquor	RL-28216	MG Oil

AFFIDAVIT

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF DAVISON)

Austen Iverson, Owner of Austen LLC DBA Rowdy Ram, being first duly sworn on oath deposes and says:
That on the 7th day of August, 2024 he was the owner of the license RW-7501 in the city of Mitchell,
South Dakota and that on the said date he made a transfer of said license operated under an alcoholic
beverage license to MG Oil Company DBA 777 Mitchell - B of Mitchell, South Dakota.



(Signature)

(Signature)

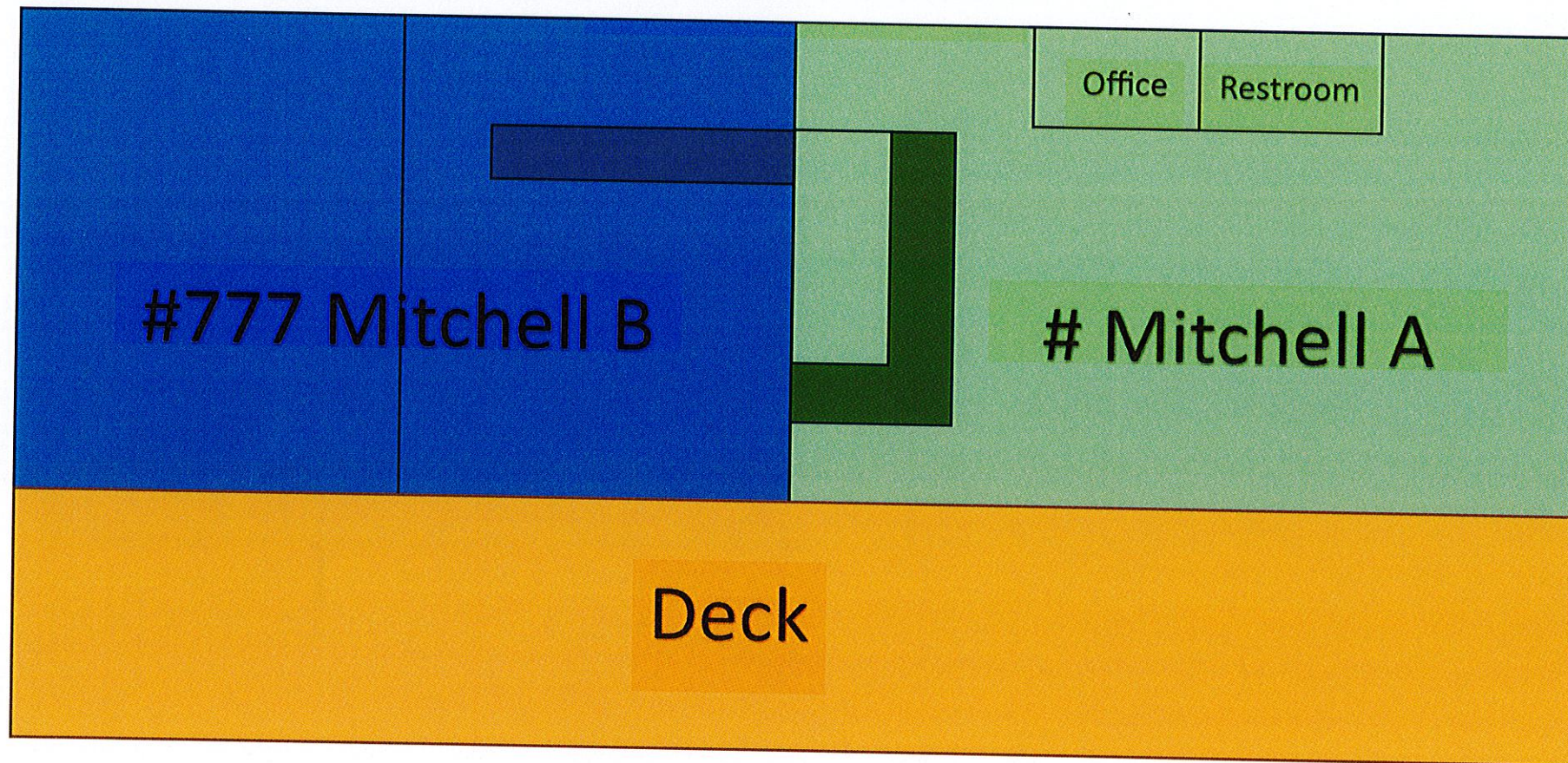
Subscribed and sworn to before me this 15th day of August, 2024

 (Notary Public)
Commission Expires: Dec. 19th, 2029

(Notary Seal)



777 Mitchell



 777 Mitchell A

 777 Mitchell B



August 19, 2024

TO: MAYOR & CITY COUNCIL

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

Howes Oil Company Inc.

On Road Diesel- #2	0	0	\$0	\$0
Unleaded Gas-10% Ethanol	7500	7500	\$2.537	\$19027.50
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	0	0	\$0	\$0
				Total: \$19027.50

Vollan Oil

On Road Diesel- #2	0	0	\$0	\$0
Unleaded Gas-10% Ethanol	7500	7500	\$2.5235	\$18926.25*
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	0	0	\$0	\$0
				Total: \$18926.25*

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

Sincerely,
 Kevin Roth
 Street & Sanitation Superintendent

cc: Howe's Oil Company
 Vollan Oil

PAY ESTIMATES FOR SEPTEMBER 3, 2024

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
SPN & Associates	#2021-3 West Side Water Tower	#23	\$ 388.57	\$ 59,431.74	\$ 99,813.60
Helms & Associates	#2021-30 New Recycling Bldg at Landfill	#21	\$ 15,918.10	\$ 123,591.76	\$ 186,005.00
Brosz Engineering	#2021-39 Spruce Street RR Crossing	#12	\$ 61,015.00	\$ 207,547.50	\$ 208,965.00
Rexwinkle Concrete Inc.	#2021-39 East Spruce Street Construction	#3	\$ 131,291.93	\$ 809,385.75	\$ 875,652.04
SPN & Associates	#2021-45 Highway #37 Utility Design-Sewer	#36	\$ 4,603.56		
SPN & Associates	#2021-45 Highway #37 Utility Design-Water	#37	\$ 10,205.37	\$ 84,111.97	\$ 280,000.00
Michels Road & Stone Inc.	#2021-45 North Hwy #37 Utility Improvements	#2	\$ 314,401.88	\$ 399,282.83	\$ 2,689,724.99
SPN & Associates	#2022-23 South Lake Estates Development	#18	\$ 2,596.25	\$ 113,994.33	\$ 340,000.00
Rexwinkel Concrete Inc.	#2022-34 Cadwell Park Press Box	#10	\$ 52,413.16	\$ 554,548.00	\$ 563,548.16
SDDOT-Finance & Management	#2022-36 Canal Bridge on Harmon Drive	#11	\$ 1,453.31	\$ 16,760.95	\$ 83,804.76
Top Grade Concrete, LLC	#2023-4 Concrete Bld	#8	\$ 12,292.00	\$ 234,979.14	\$ 257,689.14
SPN & Associates	#2023-7 West Harmon Watermain Loop	#14	\$ 933.29	\$ 64,998.36	\$ 207,400.00
Halme, Inc	#2023-7 West Harmon Watermain Loop	#3	\$ 18,985.45	\$ 340,076.42	\$ 364,835.50
SPN & Associates	#2023-8 12th & 13th Avenue Watermain Loop	#14	\$ 1,046.47	\$ 82,362.22	\$ 182,400.00
Halme, Inc.	#2023-8 12th & 13th Avenue Watermain Loop	#3	\$ 36,277.21	\$ 640,298.34	\$ 679,199.50
SPN & Associates	#2023-14 Hitchcock Pickle Ball Courts	#2	\$ 2,195.00	\$ 5,361.38	\$ 53,000.00
Sanitation Products Inc.	#2024-27 Sanitation Garbage Truck-Sourcewell	#1	\$ 252,131.00	\$ 252,131.00	\$ 252,131.00
AE2S	#2024-37 Mitchell Water Distribution System Model	#4	\$ 741.00	\$ 7,273.75	\$ 10,000.00
	TOTALS		\$ 918,888.55	\$ 3,996,135.44	\$ 7,334,168.69

Prepared by Deb Hanson-Sudbeck

PACKET : 07018 07019 07020 07021
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1110 CITY COUNCIL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03498	COLUMN SOFTWARE PBC					
		I-358821B15-0075	101-41110-42300	LEGAL PUBLICA JULY 1, 2024 MINUTES	203348	451.44
		I-35882B15-0079	101-41110-42300	LEGAL PUBLICA PUBLIC NOTICE	203348	22.50
		I-35882B15-0093	101-41110-42300	LEGAL PUBLICA HEARING UPON APPLICATION	203348	26.45
		I-35882B15-0094	101-41110-42300	LEGAL PUBLICA 08.19.24 MEETING MINUTES	203348	459.04
		I-E4957E97-0003	101-41110-42300	LEGAL PUBLICA N MATTIE INVITATION TO BIDDERS	203348	45.42
		I-E4957E97-0004	101-41110-42300	LEGAL PUBLICA ALCOHOLIC BEVERAGE NOTICE	203348	12.04
		I-E4957E97-0005	101-41110-42300	LEGAL PUBLICA 07.15.24 MEETING	203348	187.96
		I-E4957E97-0006	101-41110-42300	LEGAL PUBLICA 08.03.24 WORK SESSION MINUTES	203348	12.86
		I-E4957E97-0008	101-41110-42300	LEGAL PUBLICA 08.10.24 GENERAL PUBLIC NOTICE	203348	327.71
DEPARTMENT 1110 CITY COUNCIL						TOTAL: 1,545.42

PACKET : 07018 07019 07020 07021
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
=====						
01-03678	INTERSTATE OFFICE PRODU					
		I-01ED7499	101-41210-42600	SUPPLIES & MA THUMB TACKS,POST ITS	203381	2.68
DEPARTMENT 1210 MAYOR'S OFFICE						TOTAL: 2.68

PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1420 FINANCE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-200001298	101-41420-42700	TRAVEL BATHKE-SDML REG,SHIRT	203442	125.00
		I-200001298	101-41420-42650	UNIFORMS BATHKE-SDML REG,SHIRT	203442	15.00
		I-200001303	101-41420-42700	TRAVEL C ROTH-SDML CONF REG,SHIRT	203443	125.00
		I-200001303	101-41420-42650	UNIFORMS C ROTH-SDML CONF REG,SHIRT	203443	15.00
01-03678	INTERSTATE OFFICE PRODU					
		I-01ED1771	101-41420-42600	SUPPLIES & MA TAPE,PENS,ADD MACHINE ROLLS	203381	101.24
		I-01ED7498	101-41420-42600	SUPPLIES & MA AIR DUSTERS	203381	12.76
		I-01ED7499	101-41420-42600	SUPPLIES & MA THUMB TACKS,POST ITS	203381	23.82
01-09703	AMAZON CAPITAL SERVICES					
		I-11VD-N669-HR79	101-41420-42600	SUPPLIES & MA STAPLES,PENS,POST ITS,HIGHLGHT	203328	95.89
				DEPARTMENT 1420 FINANCE	TOTAL:	513.71

08/29/2024 12:07 PM
PACKET : 07018 07019 07020 07021
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1440 HUMAN RESOURCES
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03540	JOSEPH KING					
		I-08212024	101-41440-42220	CDL TRAINING CDL LICENSE REIMBURSED	203387	33.00
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00112191-00	101-41440-42231	EMPLOYEE PHYS PHYSICALS,SCREENINGS	203333	1,146.00
01-06546	PRO CONTRACTING INC					
		I-1238	101-41440-42220	CDL TRAINING CDL TRAINING-KING	203433	150.00
01-07326	EMERGENCY EDUCATION ASS					
		I-1131	101-41440-42630	AED REPLACEME FIRST AID,CPR,AED TRAINING	203365	595.00
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	1,924.00

PACKET : 07018 07019 07020 07021
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1460 INSURANCE & BONDS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30816-4221	101-41460-42110	LIABILITY, PR ADDTNL CVRAGE FOR 3 DURANGOS	203444	960.75
DEPARTMENT 1460 INSURANCE & BONDS						TOTAL: 960.75

PACKET : 07018 07019 07020 07021
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
=====						
01-08281	VESTIS					
		I-6380215713	101-41920-42520	REPAIR-CITY H MAT CLEANING	203467	66.84
DEPARTMENT 1920 MUNICIPAL BUILDINGS						TOTAL: 66.84

PACKET : 07018 07019 07020 07021

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-2279-6461	101-41935-42615	POSTAGE POSTAGE 08.01-15.2024	203435	297.76
		I-604807	101-41935-42615	POSTAGE FLATS POSTAGE 08.01-15.2024	203435	5.14
01-03678	INTERSTATE OFFICE PRODU					
		I-01ED6538	101-41935-42640	COPY MACHINE COPY PAPER	203381	174.48
		I-01ED7230	101-41935-42640	COPY MACHINE PENS, PAPER	203381	118.30
01-09050	MICROSOFT CORPORATION					
		I-E0300TCQWB	101-41935-42920	COMPUTER SOFT JUL-AUG 2024 ONLINE SERVICES	203399	2.00
		I-E0300TCQWC	101-41935-42920	COMPUTER SOFT JUL-AUG 2024 SUBSCRIPTION	203399	908.00
01-09703	AMAZON CAPITAL SERVICES					
		I-1XYC-LL9H-MVYG	101-41935-42600	SUPPLIES ULTRA POE INJECTOR	203328	118.00
01-09769	N-ABLE TECHNOLOGIES LTD					
		I-3712364	101-41935-42920	COMPUTER SOFT ENDPOINT DETECTION, JUN 24 BCKP	203414	9,899.94
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						11,523.62

PACKET : 07018 07019 07020 07021

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
01-00099	SHELLBACK TACTICAL LLC					
		I-IN147452	101-42110-42600	SUPPLIES BALLISTIC HELMETS	203446	7,829.90
01-01199	STURDEVANTS AUTO VALUE					
		I-815041343	101-42110-42500	REPAIR & MAIN NEW COMPRESSOR,BELT DRIVE PLY	203452	370.44
		I-815041712	101-42110-42500	REPAIR & MAIN OIL FILTERS,WIPER BLADE	203452	63.84
01-01518	VERIZON WIRELESS					
		I-9970833698	101-42110-42800	TELEPHONE ACCT #786752327-00002	203464	80.02
01-02413	PIONEER DESIGNS					
		I-31830	101-42110-42200	PROFESSIONAL NEW PATROL VEHICLE STRIPING	203429	1,650.00
01-02679	MENARD'S INC					
		I-74505	101-42110-42600	SUPPLIES PAINT	203395	27.98
01-02880	THUNE TRUE VALUE & APPL					
		I-B294460	101-42110-42600	SUPPLIES NUTS,BOLTS	203457	6.20
01-03014	ADVANCE AUTO PARTS					
		I-5761423326804	101-42110-42500	REPAIR & MAIN HALOGEN HEADLIGHT	203326	6.97
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	101-42110-42600	SUPPLIES FUEL FOBS	203403	96.52
01-07717	VERN EIDE FORD					
		I-25043095	101-42110-42500	REPAIR & MAIN HOSE	203466	33.67
		I-25043311	101-42110-42500	REPAIR & MAIN FRONT AXLE SHAFT	203466	179.99
		I-25043329	101-42110-42500	REPAIR & MAIN HUB ASY WHEEL	203466	258.18
01-08281	VESTIS					
		I-6380216627	101-42110-42200	PROFESSIONAL MAT CLEANING	203467	56.27
01-09000	CASEY TEGETHOFF					
		I-08222024	101-42110-42640	UNIFORM ALLOW DETECTIVE SUIT REIMB	203455	138.73
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	101-42110-42610	GAS OIL TIRES UNLEADED GAS	203401	4,276.63
01-10486	AT&T MOBILITY - POLICE					
		I-9001X08232024	101-42110-42800	TELEPHONE ACCT #287283989001	203332	1,061.65
				DEPARTMENT 2110 POLICE DEPARTMENT	TOTAL:	16,136.99

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00259	BLACKBURN MANUFACTURING					
	I-0745298-IN	101-42130-42530	TRAFFIC LIGHT LOCATING FLAGS	203337	119.07	
01-00424	RUNNINGS SUPPLY INC					
	I-1902720	101-42130-42500	REPAIRS FLEX SEAL,TIGHT PIN,BIN ITEMS	203437	35.38	
01-00428	CARQUEST AUTO PARTS INC					
	I-4977-317143	101-42130-42545	PAINT TOGGLE SWITCH	203342	12.29	
01-01020	CENTRAL ELECTRIC COOPER					
	I-23293	101-42130-42535	LIGHT MAINTEN REPAIR SECURITY LIGHT CARL/GMB	203344	418.57	
01-01490	MUELLER LUMBER CO. INC.					
	I-297555	101-42130-42545	PAINT RED MARKING PAINT	203412	91.70	
01-01830	NORTHWESTERN ENERGY					
	I-2577687-3.08.24	101-42130-42810	UTILITIES-TRA N SANBORN AND 7TH AVE	203417	62.28	
	I-2577895-2.08.24	101-42130-42810	UTILITIES-TRA 710 N MINNESOTA ST	203417	13.70	
	I-2578443-0.08.24	101-42130-42840	BUILDING UTIL 705 N CAPITAL ST	203417	249.56	
	I-2579139-3.08.24	101-42130-42810	UTILITIES-TRA 901 N MINNESOTA ST	203417	14.20	
	I-2579461-1.08.24	101-42130-42810	UTILITIES-TRA N SANBORN AND 12TH AVE	203417	64.64	
	I-2580311-5.08.24	101-42130-42810	UTILITIES-TRA 1204 N KIMBALL ST	203417	12.00	
	I-2580312-3.08.24	101-42130-42810	UTILITIES-TRA N MAIN AND 12TH AVE	203417	50.96	
	I-2580491-5.08.24	101-42130-42810	UTILITIES-TRA 1403 N KIMBALL ST	203417	12.00	
	I-2581249-6.08.24	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	203417	26.49	
	I-2581250-4.08.24	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	203417	24.76	
	I-2581251-2.08.24	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	203417	24.46	
	I-2581252-0.08.24	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	203417	29.55	
	I-2581521-8.08.24	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	203417	97.03	
	I-2582741-1.08.24	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	203417	525.91	
	I-2583138-9.08.24	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	203417	12.51	
	I-2583139-7.08.24	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	203417	12.00	
	I-2583147-0.08.24	101-42130-42810	UTILITIES-TRA 310 W NORWAY	203417	12.34	
	I-2583319-5.08.24	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	203417	76.46	
	I-2583840-0.08.24	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	203417	127.78	
	I-2719916-5.08.24	101-42130-42810	UTILITIES-TRA CABELA AND SPRUCE EMERGENCY	203417	26.48	
	I-2734281-5.08.24	101-42130-42520	EMERGENCY SIR 900 BLOCK OF E 11TH ST SIREN	203417	26.80	
	I-2735044-6.08.24	101-42130-42835	UTILITIES-STR 801 N KIMBALL ST	203417	12.00	
	I-2745956-9.08.24	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	203417	24.27	
	I-2784889-4.08.24	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	203417	12.00	
	I-2784890-2.08.24	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	203417	12.00	
	I-2943370-3.08.24	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR TRAFFIC	203417	65.02	
	I-3045379-9.08.24	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	203417	12.51	
	I-3045401-1.08.24	101-42130-42810	UTILITIES-TRA 921 N CAPITAL	203417	12.67	
01-03548	MIDWEST PETROLEUM EQUIP					
	I-8635	101-42130-42600	SUPPLIES FUEL FOBS	203403	10.06	
01-10382	SIGN SOLUTIONS USA LLC					

PACKET : 07018 07019 07020 07021
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10382	SIGN SOLUTIONS USA LLC	continued				
		C-412269CR	101-42130-42540	SIGNS	RETURNED LEG HARDWARE KIT	203447 298.00-
		I-413218	101-42130-42540	SIGNS	BLANK ALUMINUM SHEETS	203447 457.01
		I-413310	101-42130-42540	SIGNS	FLUOR 36X36 SCREENS	203447 572.37
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	101-42130-42610	GAS, OIL, TIR UNLEADED GAS	203401	344.37
DEPARTMENT 2130 TRAFFIC DEPARTMENT						TOTAL: 3,415.20

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01518	VERIZON WIRELESS					
	I-9970833698	101-42200-42800	TELEPHONE	ACCT #786752327-00002	203464	40.01
01-01830	NORTHWESTERN ENERGY					
	I-2583799-8.08.24	101-42200-42800	TELEPHONE	201 W 1ST AVE FIRE	203417	3,414.51
01-02051	MIDCONTINENT COMMUNICAT					
	I-02609470214202	101-42200-42810	UTILITIES	MODEM RENTAL, ACCT 026094702	203400	8.50
01-02679	MENARD'S INC					
	I-74665	101-42200-42600	SUPPLIES	STAINLESS WIRE BRUSHES	203395	15.96
01-02811	JONES SUPPLIES					
	I-148089	101-42200-42600	SUPPLIES	T-PAPER,ROLL TOWELS,TOILET CLN	203386	260.62
01-03267	WALMART/CAPITAL ONE					
	I-8940.08202024	101-42200-42600	SUPPLIES	SCREEN PROTECTORS,SITE MERCH	203468	184.29
01-03548	MIDWEST PETROLEUM EQUIP					
	I-8635	101-42200-42600	SUPPLIES	FUEL FOBS	203403	31.85
01-05325	TRITECH SOFTWARE SYSTEM					
	I-418316	101-42200-42693	COMPUTER SOFT	FIELD OPS SOFTWARE	203461	360.00
01-10414	MIDWAY SERVICE dba VOLL					
	I-71086	101-42200-42610	GAS & OIL	UNLEADED GAS	203401	421.07
	I-71086	101-42200-42610	GAS & OIL	UNLEADED GAS	203401	92.54
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	4,829.35

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00917	DAKOTA FLUID POWER INC					
		I-7240478	101-43100-42600	SUPPLIES QUICK DISCONNECTS	203353	385.29
01-01117	FLEETPRIDE					
		I-119235556	101-43100-42500	REPAIRS ROUND OFFSET CONVEX SST	203370	26.47
01-01199	STURDEVANTS AUTO VALUE					
		I-815041344	101-43100-42600	SUPPLIES OIL,CABIN AIR,AIR,FUEL FILTERS	203452	822.87
		I-815041711	101-43100-42600	SUPPLIES FILTERS,TOGGLE SWITCH,DISCNT	203452	478.15
01-01345	POWERPLAN-OIB					
		I-P9589805	101-43100-42600	SUPPLIES BRAIDED HOSE,GASKET FLANGE	203431	1,514.70
01-01490	MUELLER LUMBER CO. INC.					
		I-297515	101-43100-42600	SUPPLIES PLYWOOD FOR SHOP BOARD	203412	36.99
01-02485	SCHOENFELDER CONSTRUCTI					
		I-15348	101-43100-42630	GRAVEL- BASE SAND HAULED 7TH & LAWLER BSMNT	203440	1,667.68
01-02679	MENARD'S INC					
		I-74364	101-43100-42600	SUPPLIES RUBBER STOPPERS, HOSE CLAMPS	203395	42.29
01-03099	LAWSON PRODUCTS INC					
		I-9311749905	101-43100-42600	SUPPLIES SELF-DRILLING SCREW ASST	203389	143.43
01-03474	MITCHELL QUARRY					
		I-2747	101-43100-42600	S SUPPLIES MINNESOTA & HANSON SWALL	203409	102.61
01-03548	MIDWEST PETROLEUM EQUIP					
		I-11641	101-43100-42600	SUPPLIES FINANCE CHARGE	203403	10.58
		I-8635	101-43100-42600	SUPPLIES FUEL FOBS	203403	206.64
01-03884	COMMERCIAL ASPHALT					
		I-0021645-IN	101-43100-42620	ASPHALT MIX HOT MIX	203349	1,232.70
01-09459	BLACKSTRAP INC					
		I-149778	101-43100-42600	SUPPLIES ROAD SALT	203338	4,048.50
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4602087	101-43100-42600	SUPPLIES PAPER	203380	141.70
		I-IN4612876	101-43100-42600	SUPPLIES KEYBOARD	203380	70.71
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	101-43100-42610	GAS UNLEADED GAS	203401	951.75
01-10554	MIDWEST OIL COMPANY					
		I-1030544	101-43100-42600	SUPPLIES VP ULTRA POWER,MOBILGREASE	203402	1,549.57
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	13,432.63

PACKET : 07018 07019 07020 07021
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03114	SUBWAY					
		I-1/A-674922	101-43110-42750	PLANNING COMM 08.26.24 PLANNING COMM MEALS	203453	39.95
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	101-43110-42600	SUPPLIES FUEL FOBS	203403	7.77
01-03678	INTERSTATE OFFICE PRODU					
		I-01ED5910	101-43110-42600	SUPPLIES PLASTIC CLIPBOARDS	203381	32.13
		I-01ED6442	101-43110-42600	SUPPLIES LABELS	203381	23.99
		I-01ED7230	101-43110-42600	SUPPLIES PENS, PAPER	203381	58.54
		I-01ED7231	101-43110-42600	SUPPLIES GEL PENS	203381	29.04
01-08010	METTLER IMPLEMENT INC-M					
		I-75565	101-43110-42500	REPAIRS RANGER OIL CHANGE	203397	302.74
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	101-43110-42610	GAS UNLEADED GAS	203401	1,105.20
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	1,599.36

PACKET : 07018 07019 07020 07021

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-291736	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	203384	18,133.63
		I-291737	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	203384	17,998.26
		I-291964	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	203384	18,874.65
		I-291980	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	203384	19,031.41
		I-292109	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	203384	18,732.15
		I-292248	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	203384	18,910.28
		I-292251	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	203384	18,682.27
		I-292443	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	203384	18,660.90
		I-292646	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	203384	18,019.63
		I-292939	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	203384	18,696.52
01-01036	REXWINKEL CONCRETE INC.					
		I-2021-39 P.E. #3	101-43120-43313	SPRUCE ST RR 2021-39 P.E. #3	203436	131,291.93
01-04871	SD DEPT OF TRANSPORTATI					
		I-2022-36 P.E. #11	101-43120-42200	PROF SERVICES 2022-36 P.E. #11	203441	1,453.31
01-06294	BROSZ ENGINEERING INC					
		I-2021-39 P.E. #12	101-43120-43313	SPRUCE ST RR 2021-39 P.E. #12	203339	61,015.00
01-08014	VERN EIDE CHEVROLET GMC					
		I-5601	101-43120-42670	CHIP SEAL AGG CHIP SEAL TOWING	203465	100.00
01-08307	TOP GRADE CONCRETE					
		I-2023-4 P.E. #8	101-43120-42520	HAZARDOUS SID 2023-4 P.E. #8	203460	1,341.00
		I-2023-4 P.E. #8	101-43120-42521	SIDEWALK CONS 2023-4 P.E. #8	203460	7,851.00
				DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		388,791.94

PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3130 SNOW REMOVAL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09459	BLACKSTRAP INC					
		I-149793	101-43130-42600	SUPPLIES & MA ROAD SALT	203338	3,863.38
		I-149798	101-43130-42600	SUPPLIES & MA ROAD SALT	203338	2,001.20
		I-149816	101-43130-42600	SUPPLIES & MA ROAD SALT	203338	1,898.76
		I-149840	101-43130-42600	SUPPLIES & MA ROAD SALT	203338	1,884.13
		I-149869	101-43130-42600	SUPPLIES & MA ROAD SALT	203338	1,904.25
		I-149906	101-43130-42600	SUPPLIES & MA ROAD SALT	203338	2,001.20
				DEPARTMENT 3130 SNOW REMOVAL	TOTAL:	13,552.92

PACKET : 07018 07019 07020 07021
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3150 STORM DRAINAGE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01395	MITCHELL CONCRETE PRODU					
	I-107954	101-43150-42600	SUPPLIES & MA 5 BAG WRDA		203405	159.00
01-01830	NORTHWESTERN ENERGY					
	I-3288018-9.08.24	101-43150-42800	UTILITIES CABELA DR		203417	28.34
01-02207	JD CONCRETE PRODUCTS					
	I-36328	101-43150-42600	SUPPLIES & MA CONCRETE PATTON YOUNG PLAYGRD		203383	314.00
01-02470	CORE & MAIN LP					
	I-V403886	101-43150-42600	SUPPLIES & MA RISER RINGS		203350	568.00
DEPARTMENT 3150 STORM DRAINAGE						TOTAL: 1,069.34

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00210	BAILEY METAL FABRICATOR					
	I-63468	101-43700-42600	SUPPLIES & MA REC TUBES		203334	46.82
01-00424	RUNNINGS SUPPLY INC					
	I-1907351	101-43700-42600	SUPPLIES & MA 2 PLY TURF TIRE		203437	69.98
01-00436	CHS FARMERS ALLIANCE					
	I-IF9963	101-43700-42610	GAS & FUEL GOLF RUBY FIELDMASTER		203347	802.15
	I-IF9964	101-43700-42610	GAS & FUEL UNLEADED GAS		203347	436.92
01-00712	NAPA CENTRAL					
	I-804349	101-43700-42600	SUPPLIES & MA HYDRAULIC FILTER		203415	88.82
01-01490	MUELLER LUMBER CO. INC.					
	C-297464	101-43700-42600	SUPPLIES & MA RETURNED TREATED WOOD		203412	41.37-
	I-297550	101-43700-42600	SUPPLIES & MA TREATED WOOD		203412	41.37
	I-397452	101-43700-42600	SUPPLIES & MA TREATED WOOD		203412	41.37
01-01830	NORTHWESTERN ENERGY					
	I-2581639-8.08.24	101-43700-42800	UTILITIES 700 W 23RD AVE		203417	185.11
	I-2581641-4.08.24	101-43700-42800	UTILITIES W 23RD		203417	12.00
	I-2581642-2.08.24	101-43700-42800	UTILITIES 600 W 23RD AVE PMP		203417	209.36
01-02679	MENARD'S INC					
	I-74762	101-43700-42600	SUPPLIES & MA CONCRETE MIX, POST CAP, FENCE SL		203395	114.91
01-02880	THUNE TRUE VALUE & APPL					
	C-A576009	101-43700-42600	SUPPLIES & MA RETURNED COUPLERS		203457	2.20-
	I-B294207	101-43700-42600	SUPPLIES & MA EPOXY FINISH		203457	10.49
	I-B294267	101-43700-42600	SUPPLIES & MA COUPLERS		203457	6.99
	I-B294513	101-43700-42600	SUPPLIES & MA SPRAY PRIMER		203457	20.98
01-08281	VESTIS					
	I-6380217849	101-43700-42600	SUPPLIES & MA MAT CLEANING		203467	31.61
01-08594	MAKE IT MINE DESIGNS					
	I-36345	101-43700-42600	SUPPLIES & MA POLYMETAL SIGN FOR COMM GARDEN		203392	194.00
DEPARTMENT 3700 CEMETERY						TOTAL: 2,269.31

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PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 4110 HEALTH & WELFARE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00523	DAKOTA COUNSELING INST/	I-07012024	101-44110-42940	DAKOTA COUNSE 2024 3RD QTR ALLOCATION	203352	3,250.00
DEPARTMENT 4110 HEALTH & WELFARE					TOTAL:	3,250.00

PACKET : 07018 07019 07020 07021
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4120 ANIMAL CONTROL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
	I-2719777-1.08.24	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG		203417	126.40
01-03548	MIDWEST PETROLEUM EQUIP					
	I-8635	101-44120-42600	SUPPLIES FUEL FOBS		203403	9.11
DEPARTMENT 4120 ANIMAL CONTROL					TOTAL:	135.51

PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 5500 LIBRARY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00553	DEMCO INC					
		I-7522720	101-45500-42600	SUPPLIES & MA PROCESSING SUPPLIES	203359	119.09
01-01015	INGRAM LIBRARY SERVICES					
		I-82853046	101-45500-43420	BOOKS BOOKS	203378	143.96
		I-82938522	101-45500-43420	BOOKS BOOKS	203378	199.14
		I-82960186	101-45500-43420	BOOKS BOOKS	203378	121.46
		I-82968609	101-45500-43420	BOOKS BOOKS	203378	56.66
		I-83040343	101-45500-43420	BOOKS BOOKS	203378	125.95
		I-83060648	101-45500-43420	BOOKS BOOKS	203378	705.93
		I-83068087	101-45500-43420	BOOKS BOOKS	203378	49.18
		I-83108406	101-45500-43420	BOOKS BOOK	203378	20.40
		I-83164621	101-45500-43420	BOOKS BOOKS	203378	98.98
		I-83226084	101-45500-43420	BOOKS BOOK	203378	22.77
		I-83235898	101-45500-43420	BOOKS BOOKS	203378	65.98
		I-83252861	101-45500-43420	BOOKS BOOK	203378	26.40
		I-83274210	101-45500-43420	BOOKS BOOKS	203378	74.01
		I-83286513	101-45500-43420	BOOKS BOOK	203378	38.99
01-01193	KROHMER PLUMBING INC					
		I-83108	101-45500-42500	REPAIR & MAIN HOT, COLD CARTRIDGE	203388	136.82
01-01830	NORTHWESTERN ENERGY					
		I-2585828-3.08.24	101-45500-42800	UTILITIES 221 N DUFF ST	203417	3,072.31
01-02679	MENARD'S INC					
		I-73995	101-45500-42600	SUPPLIES & MA POP-UP HALF SPRAY	203395	7.98
		I-74045	101-45500-42600	SUPPLIES & MA WEED & GRASS SPRAY	203395	18.98
01-06583	BAKER & TAYLOR					
		I-2038471419	101-45500-43420	BOOKS CHILDREN'S BOOKS	203335	53.21
01-08223	OVERDRIVE INC					
		I-02495CO24242744	101-45500-42693	E-BOOKS/AUDIO EAUDIOBOOK	203423	38.00
		I-02495CO24245366	101-45500-42693	E-BOOKS/AUDIO EBOOKS, EAUDIOBOOKS	203423	692.47
		I-02495CO24247028	101-45500-42693	E-BOOKS/AUDIO EBOOKS, EAUDIOBOOKS	203423	749.67
01-08281	VESTIS					
		I-6380217864	101-45500-42600	SUPPLIES & MA MAT STEADY STEP	203467	61.48
01-08904	LOOKOUT BOOKS					
		I-ARU0371257	101-45500-43420	BOOKS CHILDREN'S BOOKS	203391	266.44
01-09703	AMAZON CAPITAL SERVICES					
		C-1CJ6-YL71-9LKW	101-45500-42600	SUPPLIES & MA RETURNED LED TRACK LIGHTING	203328	53.34-
		C-1Y77-1RK7-9CMQ	101-45500-42600	SUPPLIES & MA RETURNED LED LIGHTING HEADS	203328	53.34-
		I-1DQQ-9NR3-9C9V	101-45500-43420	BOOKS BOOK, BINDERS, TRACK LIGHTING	203328	13.47
		I-1DQQ-9NR3-9C9V	101-45500-42600	SUPPLIES & MA BOOK, BINDERS, TRACK LIGHTING	203328	115.70
		I-1GC4-1F3V-P447	101-45500-43421	AUDIO-VISUAL MOVIE	203328	19.95

PACKET : 07018 07019 07020 07021
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 5500 LIBRARY
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09703	AMAZON CAPITAL SERVICES	continued				
		I-1V36-94DK-46RL	101-45500-42600	SUPPLIES & MA AIR FRESHENER DISPENSER	203328	31.48
DEPARTMENT 5500 LIBRARY					TOTAL:	7,040.18

FUND 101 GENERAL					TOTAL:	472,059.75

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PACKET : 07018 07019 07020 07021

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
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-6461	201-45110-42600	SUPPLIES & MA POSTAGE 08.01-15.2024	203435	0.73
01-00520	HAWKINS INC					
		I-6826008	201-45110-42602	POOL CHEMICAL BLACK DRUM,AZONE,CYANURIC ACID	203373	3,592.68
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
		I-6831247	201-45110-42601	CONCESSION SU BLACK DRUM,AZONE,SODIUM BICARB	203373	2,957.00
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
DEPARTMENT 5110 RECREATION & AQUATICS TOTAL:						6,550.41

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00520	HAWKINS INC					
		I-6831251	201-45140-42602	CHEMICALS HYDROCHLORIC ACID,BLUE DELDRUM	203373	3,343.30
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-01410	MITCHELL SCHOOL DISTRIC					
		I-2583796-4.07.24	201-45140-42800	UTILITIES 1301 N KIMBALL ST-CITY SHARE	203410	1,599.84
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-01497	GRAINGER					
		I-9203056982	201-45140-42600	SUPPLIES & MA WATER COOLER CARTRIDGE FILTER	203371	124.84
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-9203056990	201-45140-42600	SUPPLIES & MA BATTERIES	203371	31.02
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-02560	PEPSI COLA COMPANY					
		I-97801277	201-45140-42601	CONCESSION SU SODA,GATORADES,WATER	203427	355.49
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-02840	TESSIERS MECHANICAL CON					
		I-30000918	201-45140-42500	REPAIR & MAIN CARDIO ROOM NOT COOLING	203456	108.30
	PROJ: J06-RM-HVAC	REC CTR-GENERAL BLDG		REPAIR/MAINT-HVAC		
01-02880	THUNE TRUE VALUE & APPL					
		I-B294436	201-45140-42600	SUPPLIES & MA CONNECTORS	203457	7.79
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-03267	WALMART/CAPITAL ONE					
		I-8775.08142024	201-45140-42600	SUPPLIES & MA LIGHT BULBS,SUPPLIES	203468	65.02
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-07891	EXTRACTOR CORPORATION					
		I-24-1538	201-45140-42600	SUPPLIES & MA SWIMSUIT WATER EXTRACTOR	203368	1,515.00
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
01-09633	STAPLES					
		I-6009719791	201-45140-42600	SUPPLIES & MA PASTEL PAPER	203451	50.34
	PROJ: J07-SM-OFFIC	REC CTR-PRESCHOOL		SUPPLIES/MATERIAL-OFFICE		
DEPARTMENT 5140 RECREATION CENTER					TOTAL:	7,200.94

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-3423/1	201-45160-42500	REPAIR & MAIN TIOLET TUBING	203364	18.98
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-3430/1	201-45160-42600	SUPPLIES & MA TOILET PLUNGER	203364	35.96
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-3444/1	201-45160-42600	SUPPLIES & MA ROPE TRUCK	203364	13.99
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-3459/1	201-45160-42600	SUPPLIES & MA PIN, PLUG	203364	44.48
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-00424	RUNNINGS SUPPLY INC					
		I-1906827	201-45160-42600	SUPPLIES & MA GROUND CLEAR, SHOVEL	203437	46.98
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-316596	201-45160-42500	REPAIR & MAIN FRAM ANT GREEN	203342	18.99
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-00436	CHS FARMERS ALLIANCE					
		I-IZ5520	201-45160-42610	GAS & FUEL PROPANE BOTTLE FILL	203347	55.94
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-01036	REXWINKEL CONCRETE INC.					
		I-2022-34 P.E. #10	201-45160-43320	CAPITAL IMPRO 2022-34 P.E. #10	203436	52,413.16
01-01199	STURDEVANTS AUTO VALUE					
		I-815040523	201-45160-42500	REPAIR & MAIN CLUTCH LINKAGE BUSHING	203452	6.99
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-815041417	201-45160-42500	REPAIR & MAIN POWER BLAST,PICKUP TOOL SET	203452	9.68
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2579141-9.08.24	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	203417	854.85
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
		I-2834109-7.08.24	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	203417	1,903.21
	PROJ: H15-42800	LAK MITCHELL PUMP CADWELL		UTILITIES		
		I-2991007-2.08.24	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	203417	10.00
	PROJ: H13-42800	ARENA-SOUTH RINK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		C-S103977526.001	201-45160-42500	REPAIR & MAIN RETURNED ELEMENTS,ACCT 704	203355	72.96-
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-S103967675.001	201-45160-42500	REPAIR & MAIN TANK,TOILET SEATS,ACCT 704	203355	305.73
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-02679	MENARD'S INC					
		I-74019	201-45160-42500	REPAIR & MAIN TAPCON HEX	203395	51.98
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-74297	201-45160-42600	SUPPLIES & MA DUST PAN,ANGLE BROOM,EDGER	203395	108.90
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		

PACKET : 07018 07019 07020 07021

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
01-02811	JONES SUPPLIES					
		I-147932	201-45160-42600	SUPPLIES & MA T-PAPER,TRIGGER SPRAYER	203386	340.86
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-148023	201-45160-42600	SUPPLIES & MA T-PAPER	203386	189.00
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A575448	201-45160-42600	SUPPLIES & MA SOAP REFILL,HAND SOFTSOAPS	203457	12.37
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-B294050	201-45160-42500	REPAIR & MAIN FLUSH VALVE,WAX GASKETS	203457	57.05
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-B294209	201-45160-42600	SUPPLIES & MA KEYS,NUTS,BOLTS	203457	9.15
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	201-45160-42600	SUPPLIES & MA FUEL FOBS	203403	40.03
01-08233	DOGPOOPBAGS.COM LLC					
		I-7972	201-45160-42600	SUPPLIES & MA EZ TIE BAGS	203362	499.50
	PROJ: H12-42600	DOG PARK		SUPPLIES/MATERIALS		
		I-7974	201-45160-42600	SUPPLIES & MA PADLOCKS	203362	47.51
	PROJ: H12-42600	DOG PARK		SUPPLIES/MATERIALS		
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	201-45160-42610	GAS & FUEL UNLEADED GAS	203401	654.70
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	57,677.03

PACKET : 07018 07019 07020 07021
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
=====						
01-03700	CORE-MARK MIDCONTINENT					
		I-1748520	201-45165-42610	COST OF GOODS SEEDS,NAPKINS,HOT DOGS,BUNS	203351	689.89
01-06303	MITCHELL PARK & RECREAT					
		I-08212024	201-45165-42610	COST OF GOODS CASES OF ICE CREAM	203407	306.00
DEPARTMENT 5165 CADWELL CONCESSIONS						TOTAL: 995.89

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-6461	201-45210-42600	SUPPLIES & MA POSTAGE 08.01-15.2024	203435	1.46
01-00424	RUNNINGS SUPPLY INC					
		I-1899563	201-45210-42600	SUPPLIES & MA RAKES	203437	59.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1903544	201-45210-42600	SUPPLIES & MA RUBBER MATTING	203437	11.98
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-01054	JAMES VALLEY LANDSCAPE					
		I-1027164	201-45210-43300	CAPITAL IMPRO RETAINING WALL AT N HARMON BCH	203382	21,713.60
	PROJ: H74-43300	PUBLIC BEACH		CAPITAL IMPROVEMENTS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815040524	201-45210-42500	REPAIR & MAIN OIL FARM	203452	11.87
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2581647-1.08.24	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	203417	39.07
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.08.24	201-45210-42800	UTILITIES PATTON YOUNG	203417	111.26
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		
		I-2748483-1.08.24	201-45210-42800	UTILITIES ACCESS LOT METER	203417	12.00
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2967874-5.08.24	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	203417	53.71
	PROJ: H65-42800	AMPHITHEATER		UTILITIES		
		I-2997129-8.08.24	201-45210-42800	UTILITIES 800 E 11TH AVE	203417	22.37
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-3975325-6.08.24	201-45210-42800	UTILITIES 612 W ASH AVE	203417	36.89
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-01944	PFEIFER IMPLEMENT CO IN					
		I-01-183147	201-45210-42500	REPAIR & MAIN STROBE LIGHT	203428	164.22
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02207	JD CONCRETE PRODUCTS					
		I-36328	201-45210-43300	CAPITAL IMPRO CONCRETE PATTON YOUNG PLAYGRD	203383	1,944.00
	PROJ: H87-43300	PATTON YOUNG		CAPITAL IMPROVEMENTS		
01-02480	SPN & ASSOCIATES					
		I-2023-14 P.E. #2	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #2	203449	2,195.00
01-02650	STAN HOUSTON EQUIP CO I					
		I-2508181	201-45210-42600	SUPPLIES & MA BOW RAKES	203450	131.85
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-74301	201-45210-42600	SUPPLIES & MA EZ START TAPE	203395	8.88
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		

PACKET : 07018 07019 07020 07021
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
=====						
01-02679	MENARD'S INC		continued			
		I-74536	201-45210-42600	SUPPLIES & MA SHUT OFF, VALVE, DIAMOND BLADE	203395	163.92
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-74555	201-45210-42600	SUPPLIES & MA CHISEL TILES	203395	49.45
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	201-45210-42600	SUPPLIES & MA FUEL FOBS	203403	5.18
01-09703	AMAZON CAPITAL SERVICES					
		I-14FN-DPH3-1TWX	201-45210-42600	SUPPLIES & MA TENNIS COURT NETS	203328	386.97
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
DEPARTMENT 5210 PARKS					TOTAL:	27,123.65

FUND 201 PARK FUND					TOTAL:	99,547.92

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-6461	202-45650-42660	SHIPPING/POST POSTAGE 08.01-15.2024	203435	13.14
01-00424	RUNNINGS SUPPLY INC					
		I-1903066	202-45650-42913	STREET EXPENS WIRE STRIPPER,CABLE TIES,ROPE	203437	326.57
	PROJ: W07-42913	CORN PALACE FESTIVAL-2020		STREET EXPENSES		
		I-1903229	202-45650-42600	SUPPLIES & MA GOLF CART BATTERY	203437	129.99
01-00536	DWU WOMEN'S BASKETBALL					
		I-08262024	202-45650-42902	LABOR/USHER 2024 CP FESTIVAL GARBAGE CLEAN	203363	1,500.00
	PROJ: W07-42902	CORN PALACE FESTIVAL-2020		LABOR/USHER		
01-00752	MITCHELL PLUMBING & HEA					
		I-36245	202-45650-42500	REPAIRS & MAI REPAIR TUNNEL PUMP	203408	171.01
01-00764	ASCAP					
		I-500578898.0824	202-45650-42600	SUPPLIES & MA LICENSING FEE 09.24-08.25	203331	443.33
01-00971	MAXIMUM PROMOTIONS INC					
		I-48974	202-45650-42600	SUPPLIES & MA RED TRIANGLE FLAGS	203393	890.00
01-01590	MCLEOD'S PRINTING					
		I-77598	202-45650-42610	COST OF GOODS CAN KOOZIES	203394	950.00
		I-77907	202-45650-42610	COST OF GOODS 6 PACK COOLERS	203394	3,400.00
		I-77921	202-45650-42320	ADVERTISING/P FESTIVAL TRAVLER BANNER	203394	340.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-01830	NORTHWESTERN ENERGY					
		I-4153312-6.08.24	202-45650-42850	CP PLAZA UTIL 614 N LAWLER ST	203417	17.27
01-02679	MENARD'S INC					
		I-73999	202-45650-42600	SUPPLIES & MA PUTTY KNIFE,PAINT,KNOBS,REMOVE	203395	145.38
		I-74061	202-45650-42600	SUPPLIES & MA NITRILE O-RINGS	203395	6.99
		I-74984	202-45650-42600	SUPPLIES & MA LIGHT DUTY HOSE,E-STAR DEHUM	203395	369.96
01-02790	SUN GOLD SPORTS LLC					
		I-28031	202-45650-42913	STREET EXPENS AWARD PLAQUES	203454	40.00
	PROJ: W07-42913	CORN PALACE FESTIVAL-2020		STREET EXPENSES		
		I-28264	202-45650-42600	SUPPLIES & MA CP CONCESSION STAFF SHIRTS	203454	336.00
01-02811	JONES SUPPLIES					
		I-147986	202-45650-42600	SUPPLIES & MA T-TISSUE,ROLL TOWELS,SOAP	203386	415.68
		I-148115	202-45650-42600	SUPPLIES & MA T-TISSUE,ROLL TOWELS,GLASS CLR	203386	366.01
	PROJ: W07-42600	CORN PALACE FESTIVAL-2020		SUPPLIES		
		I-148116	202-45650-42600	SUPPLIES & MA BLACK LINERS	203386	30.06
	PROJ: W07-42600	CORN PALACE FESTIVAL-2020		SUPPLIES		
		I-148214	202-45650-42600	SUPPLIES & MA BLACK LINERS,T-TISSUE,SANITOU	203386	223.19
01-02880	THUNE TRUE VALUE & APPL					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02880	THUNE TRUE VALUE & APPL	continued				
		I-A575938	202-45650-42500	REPAIRS & MAI ENAMEL,FOAM BRUSH	203457	193.95
		I-B294167	202-45650-42500	REPAIRS & MAI ENAMEL,BRUSH,LINERS	203457	197.91
01-03268	DAKOTA WESLEYAN UNIVERS					
		I-08262024	202-45650-42902	LABOR/USHER 2024 CP FESTIVAL CONCERT SUPRT	203356	500.00
	PROJ: W07-42902	CORN PALACE FESTIVAL-2020		LABOR/USHER		
01-03522	ABC HARRIS PUBLISHING					
		I-08212024	202-45650-42320	ADVERTISING/P FRONT PAGE AD	203325	648.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-03617	BRIAN MUNTEFERING					
		I-08202024	202-45650-42913	STREET EXPENS ELECTRICAL PANEL FOR FESTIVAL	203413	500.00
	PROJ: W07-42913	CORN PALACE FESTIVAL-2020		STREET EXPENSES		
01-03624	ESTHERVILLE NEWS & SPIR					
		I-08232024	202-45650-42320	ADVERTISING/P PEDAL PULL BOOKLETS	203366	75.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-03629	WILLIAM PARKS					
		I-08262024	202-45650-42905	ENTERTAINMENT CONTRACTED SUPPORT LANCE/LEA	203425	500.00
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		
01-03700	CORE-MARK MIDCONTINENT					
		I-1750647	202-45650-42610	COST OF GOODS CANDY,JUICES,BARS,GUM,CORN DOG	203351	3,465.77
		I-1750648-72	202-45650-42610	COST OF GOODS POPCORN BAGS	203351	653.17
01-04352	UPS STORE #4227					
		I-08142024	202-45650-42660	SHIPPING/POST POSTAGE	203462	37.92
01-04537	PORTER DISTRIBUTING CO					
		I-229519	202-45650-42615	COGS-ALCOHOL SUITCASES SUM SHANDY,LAGER	203430	401.80
		I-229693	202-45650-42615	COGS-ALCOHOL SUITCASES OF BEER,LAGER	203430	797.25
01-07344	CHESTERMAN COMPANY					
		I-11495627	202-45650-42610	COST OF GOODS BIBS,MONSTERS,BODY ARMOURS	203345	778.55
		I-11540143	202-45650-42615	COGS-ALCOHOL PREMIXES,CO2 CYLINDERS	203345	345.50
01-08281	VESTIS					
		I-6380215712	202-45650-42600	SUPPLIES & MA MAT CLEANING	203467	33.66
01-09247	JOHNSON BROS OF SOUTH D					
		I-1365123	202-45650-42615	COGS-ALCOHOL KETEL ONE VODKA,CANDIAN WHISKE	203385	446.70
01-09473	PEPPER ENTERTAINMENT IN					
		I-1189	202-45650-42320	ADVERTISING/P MARKETING FEE FOR SKILLET	203426	6,867.20
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
		I-1197	202-45650-42913	STREET EXPENS BIKE RACKS	203426	637.20
	PROJ: W07-42913	CORN PALACE FESTIVAL-2020		STREET EXPENSES		

PACKET : 07018 07019 07020 07021

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
01-09703	AMAZON CAPITAL SERVICES					
		I-1CQW-FYGL-TWPN	202-45650-42600	SUPPLIES & MA PAPER WRISTBANDS,MIRROR	203328	91.77
		I-1F99-LQP1-373K	202-45650-42500	REPAIRS & MAI DRILL ADAPTOR,BYPASS BALLASTS	203328	243.95
01-10254	LEIGHTON FAMILY FARMS					
		I-1115	202-45650-42610	COST OF GOODS POPCORN	203390	911.00
01-10264	SOUTHERN GLAZER'S OF SD					
		I-1218783	202-45650-42615	COGS-ALCOHOL BACARDI RUM,BLACK VELVET	203448	305.80
01-10353	DIMOCK DAIRY INC					
		I-24082170	202-45650-42610	COST OF GOODS CHEESE VARIETIES	203361	436.50
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	202-45650-42620	GAS & FUEL UNLEADED GAS	203401	144.70
		I-71086	202-45650-42620	GAS & FUEL UNLEADED GAS	203401	118.08
01-10425	ETIX INC					
		I-CP073124	202-45650-42900	TICKETING FEE FESTIVAL TICKETING FEES	203367	608.30
01-10542	OUTSOUND PRODUCTIONS LL					
		I-INV 24-1150	202-45650-42400	RENTAL-SOUND/ 2024 CP FESTIVAL BACKLINE	203422	942.50
	PROJ: W07-42400	CORN PALACE FESTIVAL-2020		LIGHT/SOUND		
		I-INV 24-1151	202-45650-42400	RENTAL-SOUND/ CP FESTIVAL SOUND,LIGHTS	203422	33,271.00
	PROJ: W07-42400	CORN PALACE FESTIVAL-2020		LIGHT/SOUND		
DEPARTMENT 5650 CORN PALACE					TOTAL:	64,267.76

FUND 202 CORN PALACE FUND					TOTAL:	64,267.76

PACKET : 07018 07019 07020 07021
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-08222024	203-45220-43300	LAKE IMPROVEM PLAT RECORDING, INDIAN HEAD SUB	203357	180.00
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0090	203-45220-42300	PUBLISHING LAKE MITCHELL PUBLIC HEARING	203348	15.20
01-08833	AMERICAN ENGINEERING TE					
		I-INV-202917	203-45220-42550	TESTING LAKE MITCHELL-DRAIN TILE WATER	203330	156.50
DEPARTMENT 5220 LAKE						TOTAL: 351.70

FUND 203 LAKE MITCHELL						TOTAL: 351.70

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PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 209 BUSINESS IMPROV DIST #4

DEPARTMENT: 6530 BUSINESS IMPROV #4

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08948	PALACE CITY PEDALERS					
	I-3651	209-46530-42920	SPORTS AUTHOR TOUR DE CORN 2024		203424	2,000.00
01-09269	MITCHELL SOCCER ASSOCIA					
	I-3639	209-46530-42920	SPORTS AUTHOR CORNICUPIA 2024 09.07-08.2024		203411	5,000.00
DEPARTMENT 6530 BUSINESS IMPROV #4						TOTAL: 7,000.00

FUND 209 BUSINESS IMPROV DIST #4						TOTAL: 7,000.00

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 213 BUSINESS IMPROV DIST #3

DEPARTMENT: 6311 BUSINESS IMPROV DIST #3

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03498	COLUMN SOFTWARE PBC					
		I-E4957E97-0001	213-46311-42950	PUBLICATION C 2024 NOH-BID	203348	856.91
DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:						856.91

FUND 213 BUSINESS IMPROV DIST #3 TOTAL:						856.91

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03267	WALMART/CAPITAL ONE					
		I-8940.08202024	214-43500-42600	SUPPLIES & MA SCREEN PROTECTORS,SITE MERCH	203468	9.97
01-10486	AT&T MOBILITY - POLICE					
		I-9001X08232024	214-43500-42800	UTILITIES - T ACCT #287283989001	203332	46.15
DEPARTMENT 3500 E-911					TOTAL:	56.12
FUND 214 E-911 EMERGENCY					TOTAL:	56.12

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00130	DAVISON COUNTY TREASURE					
		I-08192024	218-45150-42600	SUPPLIES & MA BUS TITLES, REGISTRATIONS	203358	53.40
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-00712	NAPA CENTRAL					
		C-804366	218-45150-42500	REPAIR AND MA RETURNED BAR FRAME BUSHING	203415	23.58-
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-804370	218-45150-42500	REPAIR AND MA RIGHT OUTER TIE ROD	203415	132.19
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-804561	218-45150-42500	REPAIR AND MA TENSIONER,BELT,PULLEY	203415	120.92
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01117	FLEETPRIDE					
		I-119033833	218-45150-42500	REPAIR AND MA LED PLUG & LAMP	203370	13.63
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-119034075	218-45150-42500	REPAIR AND MA LED LAMP,PLUG	203370	68.15
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01199	STURDEVANTS AUTO VALUE					
		I-815041708	218-45150-42500	REPAIR AND MA SUSPENSION TRACK BAR	203452	104.99
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	218-45150-42600	SUPPLIES & MA FUEL FOBS	203403	128.82
01-07371	DICK'S BODY SHOP					
		I-B9163	218-45150-42500	REPAIR AND MA FRONT END ALIGMENT	203360	95.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-07717	VERN EIDE FORD					
		C-25043252	218-45150-42500	REPAIR AND MA RETURN COR	203466	225.00-
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-25043044	218-45150-42500	REPAIR AND MA GEAR ASSEMBLY & COR	203466	1,921.36
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-25043048	218-45150-42500	REPAIR AND MA RADIATOR ASSEMBLY	203466	783.02
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-25043124	218-45150-42500	REPAIR AND MA BUSH	203466	29.40
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	218-45150-42610	GAS OIL TIRES UNLEADED GAS	203401	6,890.31
01-10554	MIDWEST OIL COMPANY					
		I-1030423	218-45150-42610	GAS OIL TIRES VP SYN SAE 5/30	203402	902.28
	PROJ: E01-FUEL	5311-FY18/19		Fuel		
DEPARTMENT 5150 PALACE TRANSIT					TOTAL:	10,994.89

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PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 218 COMMUNITY SERVICES

DEPARTMENT: 5180 JVCC

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02811	JONES SUPPLIES					
		I-148107	218-45180-42600	SUPPLIES & MA T-PAPER	203386	63.00
01-03267	WALMART/CAPITAL ONE					
		C-1422.07252024	218-45180-42600	SUPPLIES & MA VISA CHARGE PD TO WALMART CARD 203468		94.88-
				DEPARTMENT 5180 JVCC	TOTAL:	31.88-

				FUND 218 COMMUNITY SERVICES	TOTAL:	10,963.01

8/29/2024 12:07 PM
PACKET : 07018 07019 07020 07021
VENDOR SET: Mult
FUND : 219 NUTRITION
DEPARTMENT: 5140 NUTRITION
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 38

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	219-45140-42600	SUPPLIES & MA FUEL FOBS	203403	2.13
01-09069	BIG DADDY D'S INC					
		I-928	219-45140-42911	CONTRACT SERV SR MEALS 08.12-16.2024	203336	2,194.20
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	219-45140-42610	GAS, OIL, TIR UNLEADED GAS	203401	239.55
DEPARTMENT 5140 NUTRITION					TOTAL:	2,435.88
FUND 219 NUTRITION					TOTAL:	2,435.88

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02679	MENARD'S INC					
		I-74299	230-43500-42600	SUPPLIES & MA PEG HLDR,BATTERIES,CLEANERS	203395	76.34
01-03498	COLUMN SOFTWARE PBC					
		I-358821B15-0080	230-43500-42520	SNOW REMOVAL AIRPORT SNOW REMOVAL NOTICE	203348	55.82
01-06708	CDW GOVERNMENT INC					
		I-SM19824	230-43500-42500	REPAIR & MAIN APC REPL BATTERY CARTRIDGE	203343	356.29
DEPARTMENT 3500 AIRPORT						TOTAL: 488.45

FUND 230 AIRPORT						TOTAL: 488.45

PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 602 WATER

DEPARTMENT: 3330 WATER TREATMENT PLANT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1899842	602-43330-42600	SUPPLIES & MA GRADE 8 BOLTS,NUTS,WASHERS	203437	104.19
		I-1904053	602-43330-42600	SUPPLIES & MA SWIVEL,CONNECTORS	203437	58.90
01-00520	HAWKINS INC					
		I-6837321	602-43330-42600	SUPPLIES & MA CHLORINE CYLINDERS	203373	50.00
01-00525	DAKOTA PUMP LLC					
		I-18424	602-43330-42500	REPAIR & MAIN REPLACE BAD MICROLOGIX	203354	1,016.05
01-01830	NORTHWESTERN ENERGY					
		I-2941237-6.08.24	602-43330-42800	UTILITIES 1416 E SPRUCE ST	203417	22.57
01-01964	DAKOTA SUPPLY GROUP					
		I-S104004657.001	602-43330-42600	SUPPLIES & MA PIPE GASKET LUBE,ACCT 700	203355	20.15
01-02679	MENARD'S INC					
		I-74864A	602-43330-42600	SUPPLIES & MA GALVI NPLES,COUPLNG,TOILET CLN	203395	139.36
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	602-43330-42600	SUPPLIES & MA FUEL FOBS	203403	4.72
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	602-43330-42610	GAS & FUEL UNLEADED GAS	203401	208.62
DEPARTMENT 3330 WATER TREATMENT PLANT					TOTAL:	1,624.56

PACKET : 07018 07019 07020 07021

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
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-6461	602-43340-42660	POSTAGE POSTAGE 08.01-15.2024	203435	34.31
01-00424	RUNNINGS SUPPLY INC					
		I-1903190	602-43340-42650	UNIFORMS GLOVES	203437	17.99
		I-1907621	602-43340-42600	SUPPLIES & MA TEAR AWAY GREEN VEST	203437	19.99
01-01239	BUTLER MACHINERY INC					
		I-13PS0082039	602-43340-42600	SUPPLIES & MA FUEL CAP	203340	48.79
01-01700	AAA COLLECTIONS INC					
		I-7782-1.07.24	602-43340-42910	BILLING OFFIC PRE COLLECTION LETTER FEES	203324	5.00
01-01964	DAKOTA SUPPLY GROUP					
		I-S103961697.001	602-43340-42600	SUPPLIES & MA BRAKING DIE GRINDER,ACCT 700	203355	299.00
01-02470	CORE & MAIN LP					
		I-U163330	602-43340-42600	SUPPLIES & MA SMART POINT METERS	203350	3,110.27
		I-U222785	602-43340-42515	WATER METER R 2" OMNI R2 DROP IN ASSEMBLY	203350	13,875.00
		I-V153696	602-43340-42600	SUPPLIES & MA HYMAX 2 FLIP COUPLINGS	203350	2,574.00
		I-V297343	602-43340-42600	SUPPLIES & MA VALVE TOP	203350	442.74
		I-V361199	602-43340-42600	SUPPLIES & MA LADTECH RISER,HYDRANT GREASE	203350	1,200.10
		I-V390192	602-43340-42600	SUPPLIES & MA BRASS SAD,DI BODY	203350	8,907.51
		I-V435542	602-43340-42530	FLEXNET SUPPO SENSUS ANNUAL FEES	203350	14,190.00
		I-V447019	602-43340-42600	SUPPLIES & MA SCREW VALVE BOX,LID,ADAPTORS	203350	5,347.32
01-02480	SPN & ASSOCIATES					
		I-2021-3 P.E. #23	602-43340-43358	PAINT WEST WT 2021-3 P.E. #23	203449	388.57
		I-2021-45 P.E. #37	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #37	203449	10,205.37
		I-2023-7 P.E. #14	602-43340-43332	WEST HARMON D 2023-7 P.E. #14	203449	933.29
		I-2023-8 P.E. #14	602-43340-43331	12TH-13TH LOO 2023-8 P.E. #14	203449	1,046.47
01-03495	HALME INC					
		I-2023-07	602-43340-43332	WEST HARMON D ASPHALT SURFACING,HYDRO SEED	203372	7,015.00
		I-2023-7 P.E. #3	602-43340-43332	WEST HARMON D 2023-7 P.E. #3	203372	18,985.45
		I-2023-8 P.E. #3	602-43340-43331	12TH-13TH LOO 2023-8 P.E. #3	203372	36,277.21
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	602-43340-42600	SUPPLIES & MA FUEL FOBS	203403	26.91
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #2	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #2	203398	265,922.52
01-03678	INTERSTATE OFFICE PRODU					
		I-01ED7257	602-43340-42600	SUPPLIES & MA PRINTER INK	203381	166.94
01-04312	USA BLUEBOOK					
		I-INV00421139	602-43340-42600	SUPPLIES & MA HYDRANT METER	203463	2,085.95

PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 602 WATER

DEPARTMENT: 3340 WATER DISTRIBUTION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04740	SDWWA/SDWEA					
		I-2024.2965	602-43340-42700	TRAVEL, CONF SDWWA-SCHUMAN REGISTRATION	203445	150.00
		I-2024.5101	602-43340-42700	TRAVEL, CONF SDWWA-MCCARDLE REGISTRATION	203445	150.00
01-08307	TOP GRADE CONCRETE					
		I-2023-4 P.E. #8	602-43340-42510	WATER PROJ SI 2023-4 P.E. #8	203460	3,100.00
01-08466	CHR SOLUTIONS INC					
		I-768480	602-43340-42660	POSTAGE JUL 2024 BILLING,MAILING SERV	203346	875.49
		I-768480	602-43340-42910	BILLING OFFIC JUL 2024 BILLING,MAILING SERV	203346	403.57
01-09439	ADVANCED ENGINEERING AN					
		I-2024-37 P.E. #4	602-43340-42225	PROFESSIONAL 2024-37 P.E. #4	203327	741.00
01-09703	AMAZON CAPITAL SERVICES					
		I-1JWH-9TWF-G7K3	602-43340-42910	BILLING OFFIC PAPER ORGANIZER	203328	17.16
		I-1YV4-J4MJ-JPW9	602-43340-42910	BILLING OFFIC MONITOR PRIVACY SCREENS	203328	18.00
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	602-43340-42610	GAS & FUEL UNLEADED GAS	203401	1,564.90
DEPARTMENT 3340 WATER DISTRIBUTION						TOTAL: 400,145.82

FUND 602 WATER						TOTAL: 401,770.38

PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3200 WASTE WATER TREATMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-6461	604-43200-42660	POSTAGE	203435	32.85
01-00436	CHS FARMERS ALLIANCE					
		I-IZ5381	604-43200-42600	SUPPLIES	203347	29.10
01-00750	FISHER SCIENTIFIC					
		I-4518613	604-43200-42600	SUPPLIES	203369	211.51
01-02679	MENARD'S INC					
		I-74709A	604-43200-42600	SUPPLIES	203395	119.02
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	604-43200-42600	SUPPLIES	203403	12.28
01-04352	UPS STORE #4227					
		I-07112024	604-43200-42600	SUPPLIES	203462	125.22
01-08466	CHR SOLUTIONS INC					
		I-768480	604-43200-42660	POSTAGE	203346	875.49
01-10414	MIDWAY SERVICE dba VOLL					
		I-711086	604-43200-42610	GAS & FUEL	203401	269.25
01-10554	MIDWEST OIL COMPANY					
		I-1030545	604-43200-42600	SUPPLIES	203402	226.49
DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL:						1,901.21

PACKET : 07018 07019 07020 07021

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
=====						
01-02602	PUBLIC HEALTH LABORATOR					
		I-10616946	604-43210-42550	LABORATORY FE LAB TESTING	203434	195.00
01-04740	SDWWA/SDWEA					
		I-2024.1218	604-43210-42700	TRAVEL CONFER SDWWA-VERMEULEN REGISTRATION	203445	150.00
		I-2024.1297	604-43210-42700	TRAVEL CONFER SDWWA-WAGAMAN REGISTRATION	203445	150.00
DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:						495.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1900958	604-43250-42600	SUPPLIES	POLY CUT KNIVES, NOZZLES	203437 26.97
		I-1902789	604-43250-42600	SUPPLIES	GREASE GUN	203437 21.99
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-316525	604-43250-42600	SUPPLIES	TERRACAIR DEF	203342 85.44
01-00525	DAKOTA PUMP LLC					
		I-18434	604-43250-42600	SUPPLIES	DEHUMIDIFIER	203354 213.78
01-01239	BUTLER MACHINERY INC					
		C-13CS0009365	604-43250-42600	SUPPLIES	DOUBLE BILLED FOR FUEL CAP	203340 48.79-
		I-13PS0082120	604-43250-42600	SUPPLIES	FUEL CAP	203340 48.79
01-01700	AAA COLLECTIONS INC					
		I-7782-1.07.24	604-43250-42910	BILLING OFFIC	PRE COLLECTION LETTER FEES	203324 5.00
01-01819	NORTHWEST PIPE FITTINGS					
		I-448505	604-43250-42600	SUPPLIES	PVC DISC HOSES	203416 891.00
01-01830	NORTHWESTERN ENERGY					
		I-2572870-0.08.24	604-43250-42800	UTILITIES	1511 N COMMERCE	203417 124.00
		I-2582739-5.08.24	604-43250-42800	UTILITIES	1300 W NORWAY AVE	203417 184.70
		I-2809477-9.08.24	604-43250-42800	UTILITIES	1423 COUNTRY DR	203417 154.34
01-02480	SPN & ASSOCIATES					
		I-2021-45 P.E. #36	604-43250-43348	HIGHWAY 37 UT	2021-45 P.E. #36	203449 4,603.56
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	604-43250-42600	SUPPLIES	FUEL FOBS	203403 14.36
01-03574	INDUSTRIAL CHEM LABS &					
		I-398565	604-43250-42600	SUPPLIES	GRANULAR PINE ODOR CONTROL	203377 303.46
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #2	604-43250-43348	HIGHWAY 37 UT	2021-45 P.E. #2	203398 48,479.36
01-06656	PREMIER PEST CONTROL LL					
		I-52649	604-43250-42600	SUPPLIES	AUG 2024 PEST CONTROL	203432 75.00
01-08466	CHR SOLUTIONS INC					
		I-768480	604-43250-42910	BILLING OFFIC	JUL 2024 BILLING, MAILING SERV	203346 403.57
01-09703	AMAZON CAPITAL SERVICES					
		I-1JWH-9TWF-G7K3	604-43250-42910	BILLING OFFIC	PAPER ORGANIZER	203328 17.16
		I-1YV4-J4MJ-JPW9	604-43250-42910	BILLING OFFIC	MONITOR PRIVACY SCREENS	203328 18.00
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	604-43250-42610	GAS	UNLEADED GAS	203401 527.26

DEPARTMENT 3250 WASTE WATER COLLECTION

TOTAL: 56,148.95

PACKET : 07018 07019 07020 07021
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. #21	612-43220-43200	BUILDINGS 2021-30 P.E. #21	203374	15,918.10
01-01830	NORTHWESTERN ENERGY					
		I-3750165-7.08.24	612-43220-42800	UTILITIES 2801 E HAVENS ST	203417	107.83
01-06656	PREMIER PEST CONTROL LL					
		I-52647	612-43220-42500	REPAIR & MAIN AUG 2024 PEST CONTROL	203432	175.00
01-09891	MILLENNIUM RECYCLING					
		I-482818	612-43220-42200	CONTRACT-MILL SINGLE STREAM FEE	203404	1,109.20
DEPARTMENT 3220 RECYCLING PROGRAM						TOTAL: 17,310.13

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-6461	612-43230-42660	POSTAGE POSTAGE 08.01-15.2024	203435	32.85
01-00917	DAKOTA FLUID POWER INC					
		I-7240475	612-43230-42600	SUPPLIES SERIES YOLK	203353	48.69
01-01117	FLEETPRIDE					
		I-119201956	612-43230-42600	SUPPLIES BLACK MUDFLAPS	203370	81.00
01-01700	AAA COLLECTIONS INC					
		I-7782-1.07.24	612-43230-42910	BILLING OFFIC PRE COLLECTION LETTER FEES	203324	5.00
01-02418	SANITATION PRODUCTS INC					
		I-2024-27 P.E. #1	612-43230-43410	GARBAGE TRUCK 2024-27 P.E. #1	203439	252,131.00
		I-90237	612-43230-42600	SUPPLIES SELF LUBE BUSHING	203439	294.86
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	612-43230-42600	SUPPLIES FUEL FOBS	203403	103.41
01-08466	CHR SOLUTIONS INC					
		I-768480	612-43230-42660	POSTAGE JUL 2024 BILLING,MAILING SERV	203346	875.50
		I-768480	612-43230-42910	BILLING OFFIC JUL 2024 BILLING,MAILING SERV	203346	403.57
01-09703	AMAZON CAPITAL SERVICES					
		I-1JWH-9TWF-G7K3	612-43230-42910	BILLING OFFIC PAPER ORGANIZER	203328	17.15
		I-1YV4-J4MJ-JPW9	612-43230-42910	BILLING OFFIC MONITOR PRIVACY SCREENS	203328	17.99
DEPARTMENT 3230 WASTE COLLECTION					TOTAL:	254,011.02

PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3240 LANDFILL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-6461	612-43240-42600	SUPPLIES POSTAGE 08.01-15.2024	203435	38.40
01-00436	CHS FARMERS ALLIANCE					
		I-IF9967	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	203347	1,388.75
		I-IZ5543	612-43240-42500	REPAIR AND MA MOUNT TIRE	203347	50.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815041841	612-43240-42600	SUPPLIES BATTERY,CORE RETURN	203452	112.04
01-01239	BUTLER MACHINERY INC					
		C-04CS0096179	612-43240-42500	REPAIR AND MA CORE CREDIT	203340	455.91-
		I-13PS0082083	612-43240-42600	SUPPLIES HEADE GASKET	203340	464.03
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	612-43240-42600	SUPPLIES FUEL FOBS	203403	73.74
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	612-43240-42610	GAS & OIL UNLEADED GAS	203401	251.52
01-10554	MIDWEST OIL COMPANY					
		I-1030546	612-43240-42600	SUPPLIES KLONDIKE BRAKE BLAST	203402	201.96
DEPARTMENT 3240 LANDFILL					TOTAL:	2,124.53

FUND 612 SANITATION					TOTAL:	273,445.68

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-3498/1	614-45250-43300	IMPROVEMENTS TAPE FLAGGIN	203364	24.40
01-00436	CHS FARMERS ALLIANCE					
		I-IF9962	614-45250-42610	GAS & FUEL UNLEADED GAS	203347	1,472.79
		I-IF9963	614-45250-42610	GAS & FUEL GOLF RUBY FIELDMASTER	203347	802.15
		I-IF9964	614-45250-42610	GAS & FUEL UNLEADED GAS	203347	436.93
01-00525	DAKOTA PUMP LLC					
		I-18425	614-45250-42500	REPAIR & MAIN VFD FAULT AT WELL #1	203354	127.55
01-01404	MITCHELL IRON & SUPPLY					
		I-83417	614-45250-42600	SUPPLIES & MA OIL SEAL	203406	8.60
01-01590	MCLEOD'S PRINTING					
		I-78212	614-45250-42300	PUBLISHING DWU/MTC/MHS COUPON BOOKS	203394	185.00
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.08.24	614-45250-42800	UTILITIES 700 W 23RD AVE	203417	185.12
		I-2581643-0.08.24	614-45250-42800	UTILITIES GOLF PUMP 100 H	203417	1,565.52
		I-2581875-8.08.24	614-45250-42800	UTILITIES GOLF CLUB HOUSE	203417	693.58
		I-2581876-6.08.24	614-45250-42800	UTILITIES GOLF CART SHED	203417	57.82
		I-2939180-2.08.24	614-45250-42800	UTILITIES 825 INDIAN VILLAGE RD	203417	251.25
01-02051	MIDCONTINENT COMMUNICAT					
		I-026030670214202	614-45250-42800	UTILITIES ACCT #026036702	203400	93.39
01-02679	MENARD'S INC					
		I-74599	614-45250-42600	SUPPLIES & MA 3/8" X 48"	203395	28.68
		I-74737	614-45250-42600	SUPPLIES & MA METAL WINDCHIME	203395	8.99
01-02880	THUNE TRUE VALUE & APPL					
		I-B294536	614-45250-42600	SUPPLIES & MA CIT GEL DEODORIZER	203457	11.98
01-08892	ERIC HIEB					
		I-08272024	614-45250-42200	GOLF PRO CONT B ASE CONTRACT 09.2024	203376	7,517.25
		I-082724	614-45250-42200	GOLF PRO CONT CLOVER CC FEES 09.2024	203376	983.91
DEPARTMENT 5250 GOLF COURSE					TOTAL:	14,454.91

FUND 614 GOLF COURSE					TOTAL:	14,454.91

PACKET : 07018 07019 07020 07021
VENDOR SET: Mult
FUND : 619 CAMPGROUND
DEPARTMENT: 5220 CAMPGROUND
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02679	MENARD'S INC					
		I-74531	619-45220-42500	REPAIR & MAIN BREAKER,DIAMOND BLADE	203395	357.99
01-02804	TMA STORES					
		I-104512	619-45220-42500	REPAIR & MAIN SPECIALTY TIRES,REPAIR	203459	196.36
01-02880	THUNE TRUE VALUE & APPL					
		I-A576249	619-45220-42500	REPAIR & MAIN ROLLER MOP	203457	31.98
01-08130	C & B OPERATIONS LLC					
		I-12885382	619-45220-42500	REPAIR & MAIN FLANGE LOCK NUT,BOLT,BUSHING	203341	279.24
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4605595	619-45220-42600	SUPPLIES ACADEMIC BOOK	203380	14.21
DEPARTMENT 5220 CAMPGROUND						TOTAL: 879.78

FUND 619 CAMPGROUND						TOTAL: 879.78

PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: 4600 EMS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00712	NAPA CENTRAL					
		C-804619	621-44600-42530	REPAIR & MAIN RETURN BRAKE PADS	203415	97.59-
		I-804600	621-44600-42530	REPAIR & MAIN BRAKE PADS	203415	180.20
		I-804615	621-44600-42530	REPAIR & MAIN BRAKE PADS	203415	77.38
01-01199	STURDEVANTS AUTO VALUE					
		I-815041709	621-44600-42530	REPAIR & MAIN FILTER-ODOURANDPARTI	203452	20.54
01-01518	VERIZON WIRELESS					
		I-9970833697	621-44600-42800	UTILITIES ACCT #786752327-00001	203464	40.04
		I-9970833698	621-44600-42800	UTILITIES ACCT #786752327-00002	203464	80.02
01-02700	HENRY SCHEIN INC					
		I-12763682	621-44600-42600	SUPPLIES EXTENSION SET,NEEDLES,CATHRTR	203375	621.41
01-03267	WALMART/CAPITAL ONE					
		I-8940.08202024	621-44600-42600	SUPPLIES SCREEN PROTECTORS,SITE MERCH	203468	122.86
01-03548	MIDWEST PETROLEUM EQUIP					
		I-8635	621-44600-42600	SUPPLIES FUEL FOBS	203403	20.10
01-09703	AMAZON CAPITAL SERVICES					
		I-13KM-PPWV-WRXC	621-44600-42600	SUPPLIES CORDLESS PHONE BATTERY	203328	18.72
01-10414	MIDWAY SERVICE dba VOLL					
		I-71086	621-44600-42610	GAS & OIL UNLEADED GAS	203401	885.99
DEPARTMENT 4600 EMS					TOTAL:	1,969.67
FUND 621 EMERGENCY MEDICAL SERVICE					TOTAL:	1,969.67

PACKET : 07018 07019 07020 07021

VENDOR SET: Mult

FUND : 724 STREET CONSTRUCTION

DEPARTMENT: 5000 STREET CONST

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02480	SPN & ASSOCIATES					
		I-2022-23 P.E. #18	724-45000-42900	PROJECT CONST 2022-23 P.E. #18	203449	2,596.25
				DEPARTMENT 5000 STREET CONST	TOTAL:	2,596.25

			FUND	724 STREET CONSTRUCTION	TOTAL:	2,596.25
					REPORT GRAND TOTAL:	1,411,689.33

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2024-2025	101-41110-42300	LEGAL PUBLICATIONS	1,545.42	13,000	4,738.23				
	101-41210-42600	SUPPLIES & MATERIALS	2.68	1,250	1,126.56				
	101-41420-42600	SUPPLIES & MATERIALS	233.71	3,000	378.14				
	101-41420-42650	UNIFORMS	30.00	1,500	303.74				
	101-41420-42700	TRAVEL	250.00	7,850	3,941.41				
	101-41440-42220	CDL TRAINING	183.00	5,375	5,006.02				
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	1,146.00	35,115	8,329.02				
	101-41440-42630	AED REPLACEMENT PROGRAM	595.00	8,100	4,387.95				
	101-41460-42110	LIABILITY, PROPERTY INS &	960.75	202,000	2,341.76				
	101-41920-42520	REPAIR-CITY HALL	66.84	3,100	4,184.03-	Y			
	101-41935-42600	SUPPLIES	118.00	3,000	2,142.24				
	101-41935-42615	POSTAGE	302.90	7,000	2,642.24				
	101-41935-42640	COPY MACHINE SUPPLIES	292.78	2,600	434.58				
	101-41935-42920	COMPUTER SOFTWARE	10,809.94	121,015	5,087.40				
	101-42110-42200	PROFESSIONAL SERVICES	1,706.27	29,581	20,262.73				
	101-42110-42500	REPAIR & MAINTENANCE	913.09	13,700	10,598.90-	Y			
	101-42110-42600	SUPPLIES	7,960.60	35,055	11,182.97				
	101-42110-42610	GAS OIL TIRES	4,276.63	60,000	26,834.71				
	101-42110-42640	UNIFORM ALLOWANCE	138.73	7,000	5,213.85				
	101-42110-42800	TELEPHONE	1,141.67	16,000	6,742.14				
	101-42130-42500	REPAIRS	35.38	3,000	1,397.33-	Y			
	101-42130-42520	EMERGENCY SIREN UTILITIES	156.33	2,700	747.26				
	101-42130-42530	TRAFFIC LIGHTS MAINT	119.07	12,500	6,338.56				
	101-42130-42535	LIGHT MAINTENANCE	418.57	27,500	21,945.92				
	101-42130-42540	SIGNS	731.38	16,000	11,402.05				
	101-42130-42545	PAINT	103.99	17,000	2,240.13				
	101-42130-42600	SUPPLIES	10.06	3,300	42.30				
	101-42130-42610	GAS, OIL, TIRES	344.37	5,000	1,207.75				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	708.58	38,000	15,545.34				
	101-42130-42835	UTILITIES-STREET LIGHTS	537.91	253,000	89,383.44				
	101-42130-42840	BUILDING UTILITIES	249.56	7,000	3,815.30				
	101-42200-42600	SUPPLIES	492.72	15,650	6,864.31				
	101-42200-42610	GAS & OIL	513.61	7,800	2,292.28				
	101-42200-42693	COMPUTER SOFTWARE	360.00	14,825	3,606.50				
	101-42200-42800	TELEPHONE	3,454.52	2,800	1,832.97-	Y			
	101-42200-42810	UTILITIES	8.50	46,000	19,088.19				
	101-43100-42500	REPAIRS	26.47	16,000	27,609.48-	Y			
	101-43100-42600	SUPPLIES	9,554.03	140,000	28,994.67				
	101-43100-42610	GAS	951.75	105,000	57,007.37				
	101-43100-42620	ASPHALT MIX	1,232.70	80,000	55,222.80				
	101-43100-42630	GRAVEL- BASE	1,667.68	30,000	25,559.81				
	101-43110-42500	REPAIRS	302.74	700	2,454.60-	Y			
	101-43110-42600	SUPPLIES	151.47	4,000	1,930.30				
	101-43110-42610	GAS	1,105.20	6,000	41.42				
	101-43110-42750	PLANNING COMMISSION EXPENS	39.95	1,000	379.77				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-43120-42200	PROF SERVICES-DESIGN	1,453.31	60,000	15,284.67				
	101-43120-42520	HAZARDOUS SIDEWALK REPAIR	1,341.00	25,000	5,547.51				
	101-43120-42521	SIDEWALK CONSTRUCT	7,851.00	75,000	48,931.00				
	101-43120-42670	CHIP SEAL AGGREGATE	100.00	77,000	32,783.95				
	101-43120-42680	CHIP SEAL ASPHALT	185,739.70	310,000	105,407.02				
	101-43120-43313	SPRUCE ST RR CROSSING	192,306.93	1,005,597	51,059.98				
	101-43130-42600	SUPPLIES & MATERIALS	13,552.92	70,000	21,261.74				
	101-43150-42600	SUPPLIES & MATERIALS	1,041.00	7,000	4,795.29-	Y			
	101-43150-42800	UTILITIES	28.34	300	5.03-	Y			
	101-43700-42600	SUPPLIES & MATERIALS	623.77	16,000	4,819.27				
	101-43700-42610	GAS & FUEL	1,239.07	8,000	1,489.14				
	101-43700-42800	UTILITIES	406.47	5,000	1,664.75				
	101-44110-42940	DAKOTA COUNSELING	3,250.00	13,000	3,250.00				
	101-44120-42600	SUPPLIES	9.11	100	193.90-	Y			
	101-44120-42800	UTILITIES-POUND	126.40	3,400	1,803.68				
	101-45500-42500	REPAIR & MAINTENANCE	136.82	1,500	309.56-	Y			
	101-45500-42600	SUPPLIES & MATERIALS	248.03	11,000	3,592.02				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	1,480.14	21,650	8,835.09				
	101-45500-42800	UTILITIES	3,072.31	42,500	15,883.21				
	101-45500-43420	BOOKS	2,082.93	47,000	23,053.59				
	101-45500-43421	AUDIO-VISUAL	19.95	4,000	1,831.65				
	201-45110-42600	SUPPLIES & MATERIALS	0.73	9,000	2,936.08				
	201-45110-42601	CONCESSION SUPPLIES	2,957.00	24,000	462.22-	Y			
	201-45110-42602	POOL CHEMICALS	3,592.68	43,000	3,649.98-	Y			
	201-45140-42500	REPAIR & MAINTENANCE	108.30	32,872	10,408.50				
	201-45140-42600	SUPPLIES & MATERIALS	1,794.01	31,140	11,198.67				
	201-45140-42601	CONCESSION SUPPLIES	355.49	12,000	3,359.49				
	201-45140-42602	CHEMICALS	3,343.30	15,000	3,148.93				
	201-45140-42800	UTILITIES	1,599.84	174,300	76,180.79				
	201-45160-42500	REPAIR & MAINTENANCE	396.44	52,000	17,848.65				
	201-45160-42600	SUPPLIES & MATERIALS	1,388.73	55,147	29,189.08				
	201-45160-42610	GAS & FUEL	710.64	13,500	4,591.86				
	201-45160-42800	UTILITIES	2,768.06	150,220	62,552.79				
	201-45160-43320	CAPITAL IMPROV-PRESS BOX	52,413.16	245,332	6,840.32-	Y			
	201-45165-42610	COST OF GOODS SOLD	995.89	30,000	4,249.79				
	201-45210-42500	REPAIR & MAINTENANCE	176.09	41,150	14,277.56				
	201-45210-42600	SUPPLIES & MATERIALS	819.66	64,600	4,907.37				
	201-45210-42800	UTILITIES	275.30	60,000	42,418.80				
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	25,852.60	449,717	420,698.02				
	202-45650-42320	ADVERTISING/PRINTING	7,930.20	24,000	1,804.78				
	202-45650-42400	RENTAL-SOUND/LIGHT	34,213.50	25,000	9,213.50-	Y			
	202-45650-42500	REPAIRS & MAINTENANCE	806.82	72,530	23,196.57				
	202-45650-42600	SUPPLIES & MATERIALS	3,482.02	53,490	18,077.71				
	202-45650-42610	COST OF GOODS SOLD	10,594.99	182,000	17,569.68				
	202-45650-42615	COGS-ALCOHOL	2,297.05	20,500	5,515.55				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	202-45650-42620	GAS & FUEL	262.78	1,500	12.65-	Y			
	202-45650-42660	SHIPPING/POSTAGE	51.06	3,000	2,589.77				
	202-45650-42850	CP PLAZA UTILITIES	17.27	500	55.00-	Y			
	202-45650-42900	TICKETING FEES	608.30	5,760	499.24				
	202-45650-42902	LABOR/USHER	2,000.00	5,500	2,500.00				
	202-45650-42905	ENTERTAINMENT	500.00	221,250	12,991.21-	Y			
	202-45650-42913	STREET EXPENSES	1,503.77	7,000	5,496.23				
	203-45220-42300	PUBLISHING	15.20	0	15.20-	Y			
	203-45220-42550	TESTING	156.50	6,400	1,464.02				
	203-45220-43300	LAKE IMPROVEMENTS	180.00	6,000,000	6,028,412.15				
	209-46530-42920	SPORTS AUTHORITY PROMO	7,000.00	100,000	36,550.00				
	213-46311-42950	PUBLICATION COSTS	856.91	0	856.91-	Y			
	214-43500-42600	SUPPLIES & MATERIALS	9.97	920	382.94				
	214-43500-42800	UTILITIES - TELEPHONE	46.15	3,154	1,767.95				
	218-45150-42500	REPAIR AND MAINTENANCE	3,020.08	8,500	1,044.78-	Y			
	218-45150-42600	SUPPLIES & MATERIALS	182.22	11,400	7,578.57				
	218-45150-42610	GAS OIL TIRES	7,792.59	81,000	21,582.93				
	218-45180-42600	SUPPLIES & MATERIALS	31.88-	3,000	1,248.37-	Y			
	219-45140-42600	SUPPLIES & MATERIALS	2.13	1,600	818.08				
	219-45140-42610	GAS, OIL, TIRES	239.55	2,500	1,189.35				
	219-45140-42911	CONTRACT SERVICES-MEALS	2,194.20	188,431	58,635.31				
	230-43500-42500	REPAIR & MAINTENANCE	356.29	10,000	1,679.28-	Y			
	230-43500-42520	SNOW REMOVAL CONTRACT	55.82	65,000	30,891.19				
	230-43500-42600	SUPPLIES & MATERIALS	76.34	8,500	5,826.59				
	602-43330-42500	REPAIR & MAINTENANCE	1,016.05	17,250	16,170.17				
	602-43330-42600	SUPPLIES & MATERIALS	377.32	17,500	12,080.74				
	602-43330-42610	GAS & FUEL	208.62	3,000	948.95				
	602-43330-42800	UTILITIES	22.57	180,000	139,355.73				
	602-43340-42225	PROFESSIONAL SERVICES	741.00	125,000	224,963.65-	Y			
	602-43340-42510	WATER PROJ SIDEWALK/C&G RE	3,100.00	6,000	1,969.00				
	602-43340-42515	WATER METER REPAIR	13,875.00	2,500	31,849.67-	Y			
	602-43340-42530	FLEXNET SUPPORT	14,190.00	14,000	190.00-	Y			
	602-43340-42600	SUPPLIES & MATERIALS	24,229.52	125,300	38,419.22				
	602-43340-42610	GAS & FUEL	1,564.90	14,000	4,200.78				
	602-43340-42650	UNIFORMS	17.99	1,250	503.22				
	602-43340-42660	POSTAGE	909.80	10,000	2,943.87				
	602-43340-42700	TRAVEL, CONF & DUES	300.00	3,500	159.65-	Y			
	602-43340-42910	BILLING OFFICE	443.73	10,700	6,951.68				
	602-43340-43331	12TH-13TH LOOP-EAST OF CAP	37,323.68	730,415	19,183.90				
	602-43340-43332	WEST HARMON DRIVE LOOPING	26,933.74	504,126	64,126.33				
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	276,127.89	1,499,685	1,156,343.64				
	602-43340-43358	PAINT WEST WTR TOWER	388.57	250,784	209,063.43				
	604-43200-42600	SUPPLIES	723.62	21,650	5,647.65-	Y			
	604-43200-42610	GAS & FUEL	269.25	10,000	5,014.45				
	604-43200-42660	POSTAGE	908.34	9,000	1,919.59				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	604-43210-42550	LABORATORY FEES & SERVICES	195.00	5,000	1,847.45		
	604-43210-42700	TRAVEL CONFERENCE & DUES	300.00	1,000	154.00		
	604-43250-42600	SUPPLIES	1,632.00	50,000	19,736.91		
	604-43250-42610	GAS	527.26	6,000	3,214.34		
	604-43250-42800	UTILITIES	463.04	51,000	26,849.91		
	604-43250-42910	BILLING OFFICE	443.73	8,000	4,251.66		
	604-43250-43348	HIGHWAY 37 UTILITIES	53,082.92	1,595,000	1,503,771.85		
	612-43220-42200	CONTRACT-MILLENNIUM	1,109.20	35,000	28,955.15		
	612-43220-42500	REPAIR & MAINTENANCE	175.00	5,000	3,517.04-	Y	
	612-43220-42800	UTILITIES	107.83	5,000	2,486.16		
	612-43220-43200	BUILDINGS	15,918.10	2,499,150	2,463,484.44		
	612-43230-42600	SUPPLIES	527.96	40,000	33,848.12		
	612-43230-42660	POSTAGE	908.35	8,000	959.61		
	612-43230-42910	BILLING OFFICE	443.71	8,000	4,251.67		
	612-43230-43410	GARBAGE TRUCK	252,131.00	385,000	132,869.00		
	612-43240-42500	REPAIR AND MAINTENANCE	405.91-	32,000	22,735.52		
	612-43240-42600	SUPPLIES	890.17	55,000	29,275.00		
	612-43240-42610	GAS & OIL	1,640.27	110,000	62,150.78		
	614-45250-42200	GOLF PRO CONTRACT	8,501.16	66,525	3,177.00-	Y	
	614-45250-42300	PUBLISHING	185.00	2,000	644.75		
	614-45250-42500	REPAIR & MAINTENANCE	127.55	10,000	2,207.67		
	614-45250-42600	SUPPLIES & MATERIALS	58.25	25,400	978.46		
	614-45250-42610	GAS & FUEL	2,711.87	15,000	2,806.24		
	614-45250-42800	UTILITIES	2,846.68	20,000	8,235.17		
	614-45250-43300	IMPROVEMENTS	24.40	747,436	746,284.10		
	619-45220-42500	REPAIR & MAINTENANCE	865.57	8,000	3,181.25		
	619-45220-42600	SUPPLIES	14.21	2,200	1,362.74		
	621-44600-42530	REPAIR & MAINT-VEHICLE	180.53	6,000	1,732.05		
	621-44600-42600	SUPPLIES	783.09	23,500	7,707.43		
	621-44600-42610	GAS & OIL	885.99	13,000	5,047.31		
	621-44600-42800	UTILITIES	120.06	3,425	1,348.06		
	724-45000-42900	PROJECT CONSTRUCTION	2,596.25	0	14,048.38-	Y	
** 2024-2025 YEAR TOTALS **			1,411,689.33				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	1,545.42
101-1210	MAYOR'S OFFICE	2.68
101-1420	FINANCE	513.71
101-1440	HUMAN RESOURCES	1,924.00
101-1460	INSURANCE & BONDS	960.75
101-1920	MUNICIPAL BUILDINGS	66.84
101-1935	INFORMATION TECHNOLOGY	11,523.62
101-2110	POLICE DEPARTMENT	16,136.99
101-2130	TRAFFIC DEPARTMENT	3,415.20
101-2200	FIRE DEPARTMENT	4,829.35
101-3100	STREET DEPARTMENT	13,432.63
101-3110	PUBLIC WORKS ADMIN	1,599.36
101-3120	STREET & SIDEWALK CONST	388,791.94
101-3130	SNOW REMOVAL	13,552.92
101-3150	STORM DRAINAGE	1,069.34
101-3700	CEMETERY	2,269.31
101-4110	HEALTH & WELFARE	3,250.00
101-4120	ANIMAL CONTROL	135.51
101-5500	LIBRARY	7,040.18

101 TOTAL	GENERAL	472,059.75
201-5110	RECREATION & AQUATICS	6,550.41
201-5140	RECREATION CENTER	7,200.94
201-5160	SPORTS COMPLEXES	57,677.03
201-5165	CADWELL CONCESSIONS	995.89
201-5210	PARKS	27,123.65

201 TOTAL	PARK FUND	99,547.92
202-5650	CORN PALACE	64,267.76

202 TOTAL	CORN PALACE FUND	64,267.76
203-5220	LAKE	351.70

203 TOTAL	LAKE MITCHELL	351.70
209-6530	BUSINESS IMPROV #4	7,000.00

209 TOTAL	BUSINESS IMPROV DIST #4	7,000.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
213-6311	BUSINESS IMPROV DIST #3	856.91

213 TOTAL	BUSINESS IMPROV DIST #3	856.91
214-3500	E-911	56.12

214 TOTAL	E-911 EMERGENCY	56.12
218-5150	PALACE TRANSIT	10,994.89
218-5180	JVCC	31.88CR

218 TOTAL	COMMUNITY SERVICES	10,963.01
219-5140	NUTRITION	2,435.88

219 TOTAL	NUTRITION	2,435.88
230-3500	AIRPORT	488.45

230 TOTAL	AIRPORT	488.45
602-3330	WATER TREATMENT PLANT	1,624.56
602-3340	WATER DISTRIBUTION	400,145.82

602 TOTAL	WATER	401,770.38
604-3200	WASTE WATER TREATMENT	1,901.21
604-3210	WASTE WATER IND PRETREAT	495.00
604-3250	WASTE WATER COLLECTION	56,148.95

604 TOTAL	SEWER	58,545.16
612-3220	RECYCLING PROGRAM	17,310.13
612-3230	WASTE COLLECTION	254,011.02
612-3240	LANDFILL	2,124.53

612 TOTAL	SANITATION	273,445.68

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
614-5250	GOLF COURSE	14,454.91

614 TOTAL	GOLF COURSE	14,454.91
619-5220	CAMPGROUND	879.78

619 TOTAL	CAMPGROUND	879.78
621-4600	EMS	1,969.67

621 TOTAL	EMERGENCY MEDICAL SERVICE	1,969.67
724-5000	STREET CONST	2,596.25

724 TOTAL	STREET CONSTRUCTION	2,596.25

** TOTAL **		1,411,689.33

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
E01 5311-FY18/19	FUEL Fuel	902.28
	MAINT Maintenance/Repairs	3,073.48
	** PROJECT E01 TOTAL **	3,975.76
H01 SPORTS COMPLEX EQUIPMENT	42500 REPAIR/MAINTENANCE	6.99
	42610 GAS-FUEL	55.94
	** PROJECT H01 TOTAL **	62.93
H04 BASEBALL	42500 REPAIR/MAINTENANCE	389.45
	42600 SUPPLIES/MATERIALS	740.72
	** PROJECT H04 TOTAL **	1,130.17
H05 SOFTBALL	42600 SUPPLIES/MATERIALS	60.97
	** PROJECT H05 TOTAL **	60.97
H06 ARENA-NORTH RINK	42800 UTILITIES	854.85
	** PROJECT H06 TOTAL **	854.85

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H12 DOG PARK	42600	SUPPLIES/MATERIALS	547.01
		** PROJECT H12 TOTAL **	547.01
H13 ARENA-SOUTH RINK	42800	UTILITIES	10.00
		** PROJECT H13 TOTAL **	10.00
H15 LAK MITCHELL PUMP CADWELL	42800	UTILITIES	1,903.21
		** PROJECT H15 TOTAL **	1,903.21
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	176.09
		** PROJECT H50 TOTAL **	176.09
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	414.07
		** PROJECT H51 TOTAL **	414.07
H55 DRY RUN CREEK PARK	42800	UTILITIES	36.89
		** PROJECT H55 TOTAL **	36.89
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	398.95
		** PROJECT H56 TOTAL **	398.95
H60 NORTHRIDGE PARK	42800	UTILITIES	22.37
		** PROJECT H60 TOTAL **	22.37
H65 AMPHITHEATER	42800	UTILITIES	53.71
		** PROJECT H65 TOTAL **	53.71
H74 PUBLIC BEACH	43300	CAPITAL IMPROVEMENTS	21,713.60
		** PROJECT H74 TOTAL **	21,713.60
H77 SPORTSMANS CLUB	42800	UTILITIES	39.07
		** PROJECT H77 TOTAL **	39.07
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	12.00
		** PROJECT H79 TOTAL **	12.00
H87 PATTON YOUNG	42800	UTILITIES	111.26
	43300	CAPITAL IMPROVEMENTS	1,944.00
		** PROJECT H87 TOTAL **	2,055.26

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
J02 INDOOR AQUATIC CTR	CHEMICAL CHEMICALS	3,343.30
	** PROJECT J02 TOTAL **	3,343.30
J05 REC CTR CONCESSIONS	CONC SUP CONCESSION SUPPLY	355.49
	** PROJECT J05 TOTAL **	355.49
J06 REC CTR-GENERAL BLDG	RM-HVAC REPAIR/MAINT-HVAC	108.30
	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	1,515.00
	SM-GENER SUPPLIES/MATERIAL-GENERAL	163.65
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	65.02
	** PROJECT J06 TOTAL **	1,851.97
J07 REC CTR-PRESCHOOL	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	50.34
	** PROJECT J07 TOTAL **	50.34
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	1,599.84
	** PROJECT J09 TOTAL **	1,599.84
J50 OUTDOOR AQUATIC CENTER	CHEM CHEMICALS	6,549.68
	** PROJECT J50 TOTAL **	6,549.68
W07 CORN PALACE FESTIVAL-2020	42320 ADVERTISING/PRINTING	7,930.20
	42400 LIGHT/SOUND	34,213.50
	42600 SUPPLIES	396.07
	42902 LABOR/USHER	2,000.00
	42905 ENTERTAINMENT	500.00
	42913 STREET EXPENSES	1,503.77
	** PROJECT W07 TOTAL **	46,543.54

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:	September 3, 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 Dennis Kaus-Variance Permit		
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. Planning Commission motioned to recommend approval; 3 aye, 1 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 08-26-2024.		



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: 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**

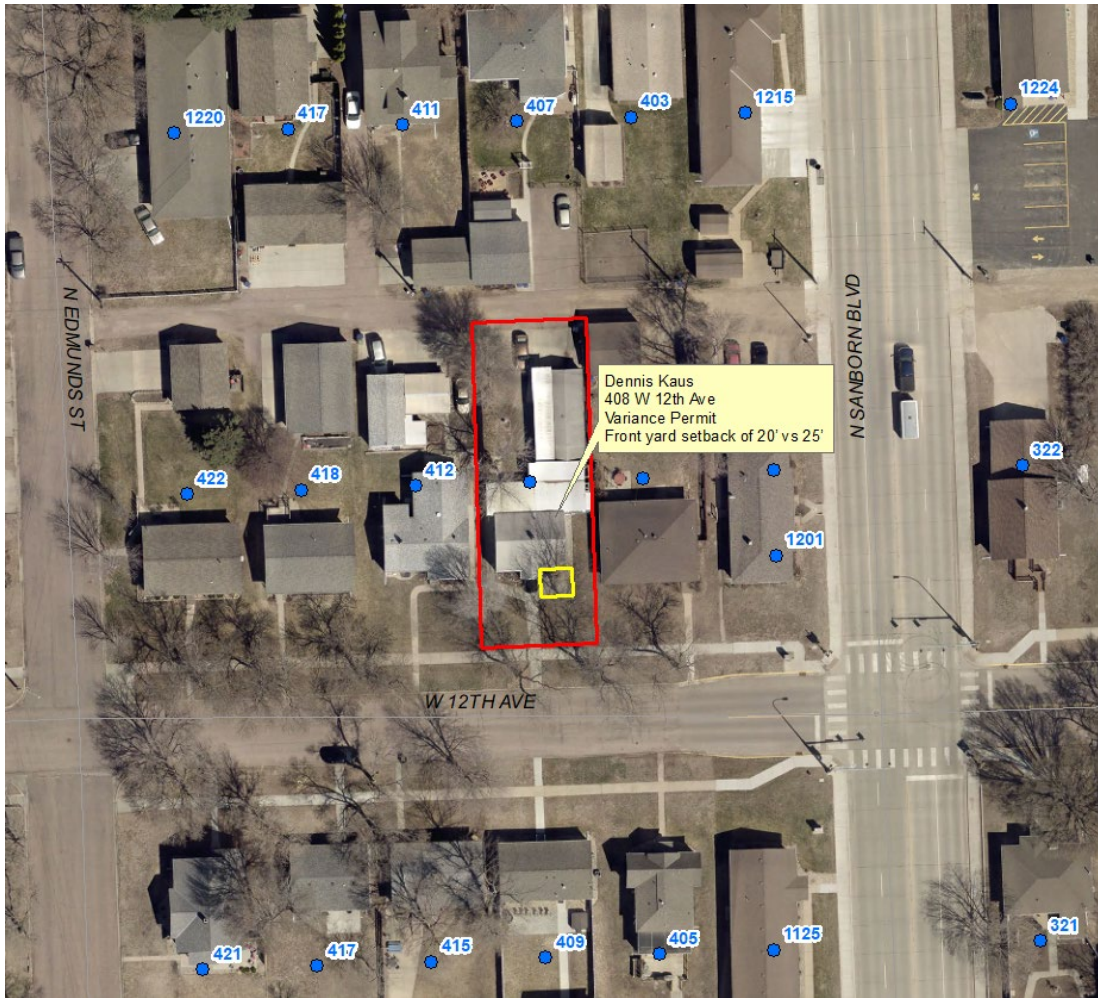
Dated this 26th **of** July , 2024.

APPLICANT

A handwritten signature in black ink, appearing to read "Dennis Kaus", written over a horizontal line.

Dennis Kaus

OWNER



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 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, August 26, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Tuesday, September 3, 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 8th day of August, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 14th day of August, 2024

Approximate Cost:

Dennis Kaus
408 W 12th Ave
Mitchell, SD 57301

Scott Maeschen
1220 N Edmunds St
Mitchell, SD 57301

Dawn Bult
417 W 13th Ave
Mitchell, SD 57301

Paul & Marla Voelker
411 W 13th Ave
Mitchell, SD 57301

Jade Miller
407 W 13th Ave
Mitchell, SD 57301

Next Generation Properties 1 LLC
3116 Maui Dr
Mitchell, SD 57301

Marlys Hoff
1215 N Sanborn Blvd
Mitchell, SD 57301

Dr Tiffany Thiesse
1224 N Sanborn Blvd
Mitchell, SD 57301

Kohl Oster
322 W 12th Ave
Mitchell, SD 57301

Candice George
1203 N Sanborn Blvd
Mitchell, SD 57301

Lois Hilton
406 W 12th Ave
Mitchell, SD 57301

Melvin Delzer
412 W 12th Ave
Mitchell, SD 57301

Cliff Kayl
418 W 12th Ave
Mitchell, SD 57301

Mark & Retha Engle
422 W 12th Ave
Mitchell, SD 57301

Amanda Sonne
421 W 12th Ave
Mitchell, SD 57301

Valburg Properties LLC
28620 Valburg Pl
Draper, SD 57531

Jessica Meinke
Matthew Wilson
415 W 12th Ave
Mitchell, SD 57301

Kelsey Hanson
409 W 12th Ave
Mitchell, SD 57301

Sheila Bauer
405 W 12th Ave
Mitchell, SD 57301

Larry & Meribeth Fink
600 S Burns St
Mitchell, SD 57301

Jimmy Z& Antoinette Martin
321 W 12th Ave
Mitchell, SD 57301

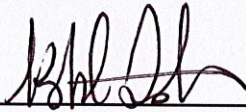
August 14, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 26, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Tuesday, September 3, 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 Kohl Oster 
OWNER

322 W 12th Ave
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS:

August 14, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 26, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Tuesday, September 3, 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.

By Lois Hilton
OWNER

406 W 12th
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

August 14, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 26, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Tuesday, September 3, 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

Candice K George Candice K George

OWNER

1203 N Sanborn Blvd

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: **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: 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.

Motion by Sonne, seconded by Osterloo to recommend approval of the outside storage conditional use permit with the condition that there is a review of the conditional use permit at the first meeting in October 2024 and there is a plan written on paper for the materials on site, the location of where the materials will be placed, fence location and type and also a schedule for when all of it will be cleaned up or organized. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

Motion by Sonne, seconded by Osterloo to recommend approval of the automotive sales, repair, parts and detailing conditional use permit with the condition that there is a review of the conditional use permit at the first meeting in October 2024 and there is a written plan on paper for location of vehicle placement, fencing type and location, business hours and also a schedule for when all the work will be completed. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

See Planning Commission Unsigned Minutes 08-26-2024.



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: Automotive sales, repair, parts, detailing , outside storage

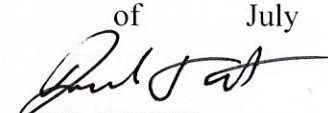
☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

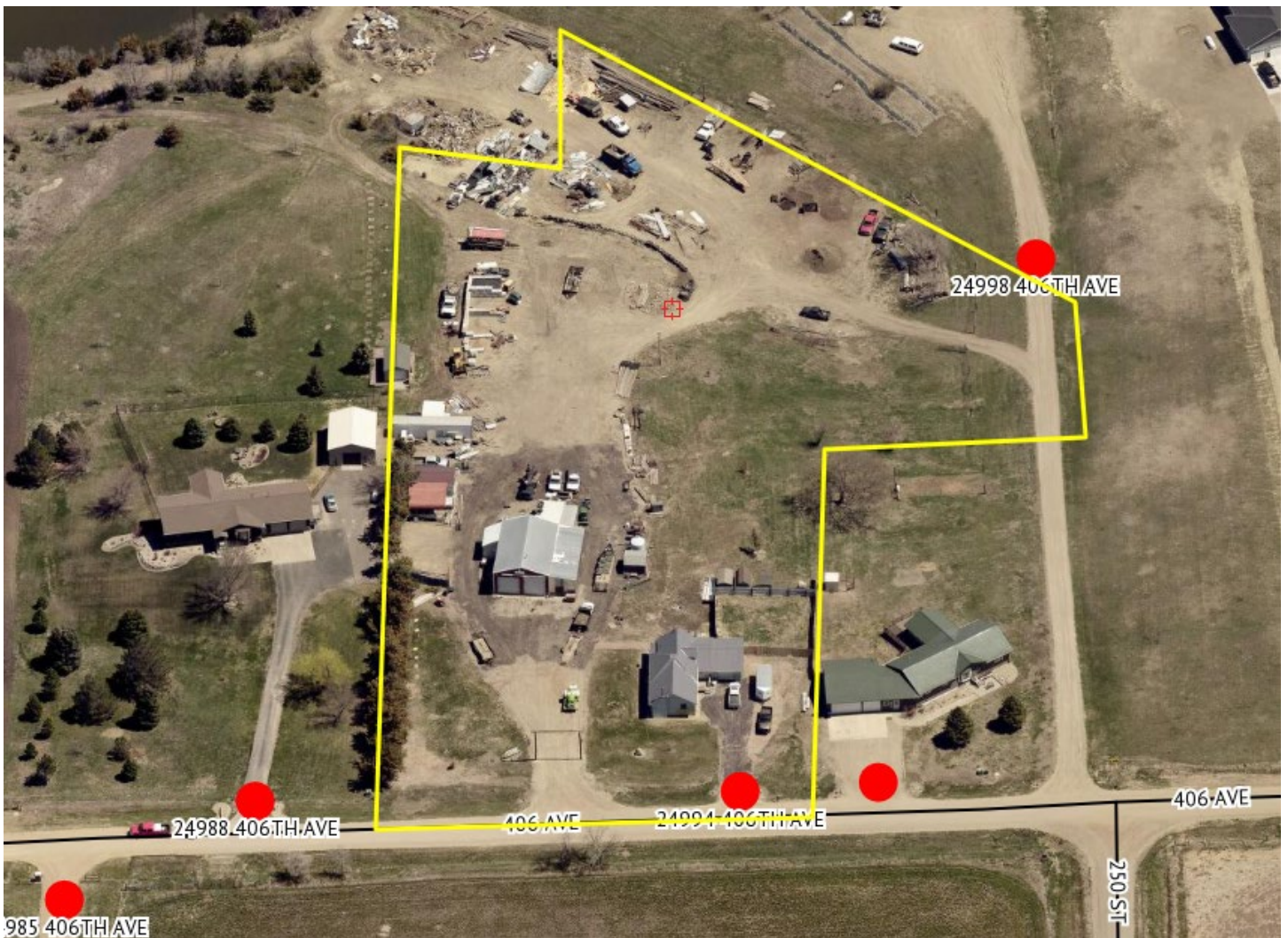
Legal Description: Lot 3D-1 and Lot 3D-2 of D.R. Kiner's First Addition in the SW ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota

Property Address: 24994 406th Ave

Dated this 30th of July, 2024.


APPLICANT

Joshua Frost
OWNER





July 26, 2024

Joshua Frost
24994 406th Ave
Mitchell, SD 57301

To whom it may concern,

The City of Mitchell Planning and Zoning Office has received complaints pertaining to your property violating the City of Mitchell Zoning Ordinance, 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. These parcels are zoned Urban Development. The complaints are that you are using your property for a junkyard (salvage), outside commercial storage and outside storage. A Junkyard (salvage) are not a permitted or conditional use within this zone. Outside commercial storage and outside storage require a Conditional Use Permit for each within this zone.

The definition of junkyard (salvage) is as follows:

"The temporary or permanent storage outdoors of junk, waste, discarded, salvaged, or used materials or inoperable vehicles or vehicle parts. This definition shall include, but not be limited to, the storage of used lumber, scrap, metal, tires, household garbage, furniture, and inoperable machinery, and as further defined in the current edition of city's adopted building and fire code. This definition shall include outdoor storage of normal residential equipment and related activities such as garden tools, lawn mowers, wood piles, grass clippings, and similar items."

The definition of outside commercial storage is as follows:

"The short term or long-term leasing for the parking or storage of motor vehicles, equipment, or personal items outside."

The definition of outside storage is as follows:

"The keeping in an unroofed area of any goods, junk, material or merchandise in the same place for more than one month."

As seen in the attached picture #1 vs picture #2 there has been a considerable amount of equipment, debris, salvaged material brought onto your property (also as seen on pictures #3-6 as well) and you are in violation of the City of Mitchell zoning ordinance. Therefore, you must apply for a Conditional Use Permit immediately for outside commercial storage and outside storage and cease the automotive storage yard and junkyard (salvage) business immediately and come up with a plan to mitigate any automotive storage yard or junkyard on the premises. Failure to do so within 10 days of receipt of this letter will result in the case being turned over to the City Attorney for further action.

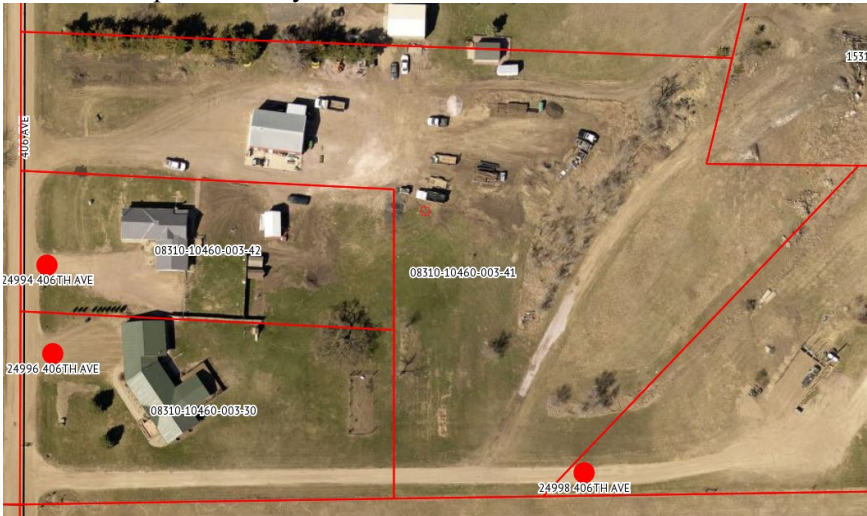
If you have any questions regarding this matter, you can reach the Planning and Zoning Office at 605-995-8433, email mark.jenniges@cityofmitchellsd.gov or stop in the office located at City Hall, 612 N Main St.

Sincerely,

Mark Jenniges
City Planner

CC: Justin Johnson; City of Mitchell Attorney

Picture #1-April 2020 Flyover



Picture #2-April 2023 Flyover



Picture #3



Picture #4



Picture #5



Picture #6





July 26, 2024

Mitchell Towing and Recovery
Joshua Frost
24994 406th Ave
Mitchell, SD 57301

To whom it may concern,

It has been brought to the attention of the City of Mitchell Planning and Zoning Office you are running Mitchell Towing and Recovery (picture #1-3), 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. These parcels are zoned Urban Development. Automotive sales, repair, parts, detailing requires a Conditional Use Permit within this zone. Automotive Storage Yard and a Junkyard (salvage) are not a permitted or conditional use within this zone.

The definition of Automotive Storage Yard is as follows:

"The temporary storage or impoundment in an unroofed area of licensed and operable vehicles."

The definition of junkyard (salvage) is as follows:

"The temporary or permanent storage outdoors of junk, waste, discarded, salvaged, or used materials or inoperable vehicles or vehicle parts. This definition shall include, but not be limited to, the storage of used lumber, scrap, metal, tires, household garbage, furniture, and inoperable machinery, and as further defined in the current edition of city's adopted building and fire code. This definition shall include outdoor storage of normal residential equipment and related activities such as garden tools, lawn mowers, wood piles, grass clippings, and similar items."

As seen in the attached picture #1-3 you are in violation of the City of Mitchell zoning ordinance therefore you must apply for a Conditional Use Permit immediately and cease the automotive storage yard and junkyard (salvage) business immediately and come up with a plan to mitigate any automotive storage yard or junkyard on the premises. Failure to do so within 10 days of receipt of this letter will result in the case being turned over to the City Attorney for further action.

If you have any questions regarding this matter, you can reach the Planning and Zoning Office at 605-995-8433, email mark.jenniges@cityofmitchellsd.gov or stop in the office located at City Hall, 612 N Main St.

Sincerely,

Mark Jenniges
City Planner

CC: Justin Johnson; City of Mitchell Attorney

Picture #1



Mitchell Towing and Recovery

Intro

We are a towing and recovery business in Mitchell, SD. We also do service work on vehicles.

Page · Towing Service

24994 406th Ave, Mitchell, SD, United States, South Dakota

(605) 933-2322

mitchelltowingandrecovery@gmail.com

Not yet rated (0 Reviews)

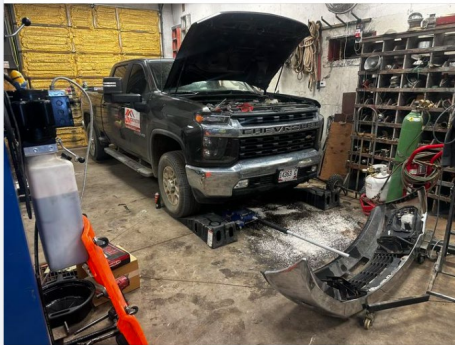
Picture #2



Mitchell Towing and Recovery

July 11 at 4:43 PM

Oil change fuel filter air filter and tire rotation. Big or small we can do it all!



Picture #3



Mitchell Towing and Recovery

July 15 at 12:49 PM

SHAEFFERS OIL CHANGE!

Remember we carry almost all Shaeffers oils needed to get your vehicle serviced same day. If we don't have it we can have it fast. Call in to schedule your vehicles maintenance today!

WE ALSO PICK UP AND DELIVER VEHICLES!



Mitchell Towing and Recovery
Towing Service

Send message

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 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, August 26, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Tuesday, September 3, 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 8th day of August, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 14th day of August, 2024
Approximate Cost:

Josh Frost
24994 406th Ave
Mitchell, SD 57301

David & Shirley Thompson
24985 406th Ave
Mitchell, SD 57301

Ralph & Pamela Kiner
24988 406th Ave
Mitchell, SD 57301

Dennis & Jean Kiner
24998 406th Ave
Mitchell, SD 57301

Ronald & Laurie Moody
24996 406th Ave
Mitchell, SD 57301

Brandon Cazer
25002 406th Ave
Mitchell, SD 57301

Millan Acres LLC
25533 404th Ave
Mitchell, SD 57301

August 14, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 26, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Tuesday, September 3, 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 Dennis + Jean Kiner
OWNER

24998 406th Ave
ADDRESS

 APPROVE

X DISAPPROVE

COMMENTS:

See attached

We didn't move next to a junk yard, a junk yard moved in next to us.

This is what we have to look at sitting out on our deck. The view is not pleasant, and it gets worse every day.

I don't even want to think about what it is doing to our property value.

There are a lot of junk cars sitting there now, and if this goes through. It will only get worse.

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:	September 3, 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 Central Plains Automation Inc-Variance Permit		
Explanation/Background of Agenda Item Requested:	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. Planning Commission motioned to recommend approval; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 08-26-2024.		



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

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

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

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

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

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

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

- Description of Variance: 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.](#)

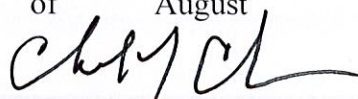
☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

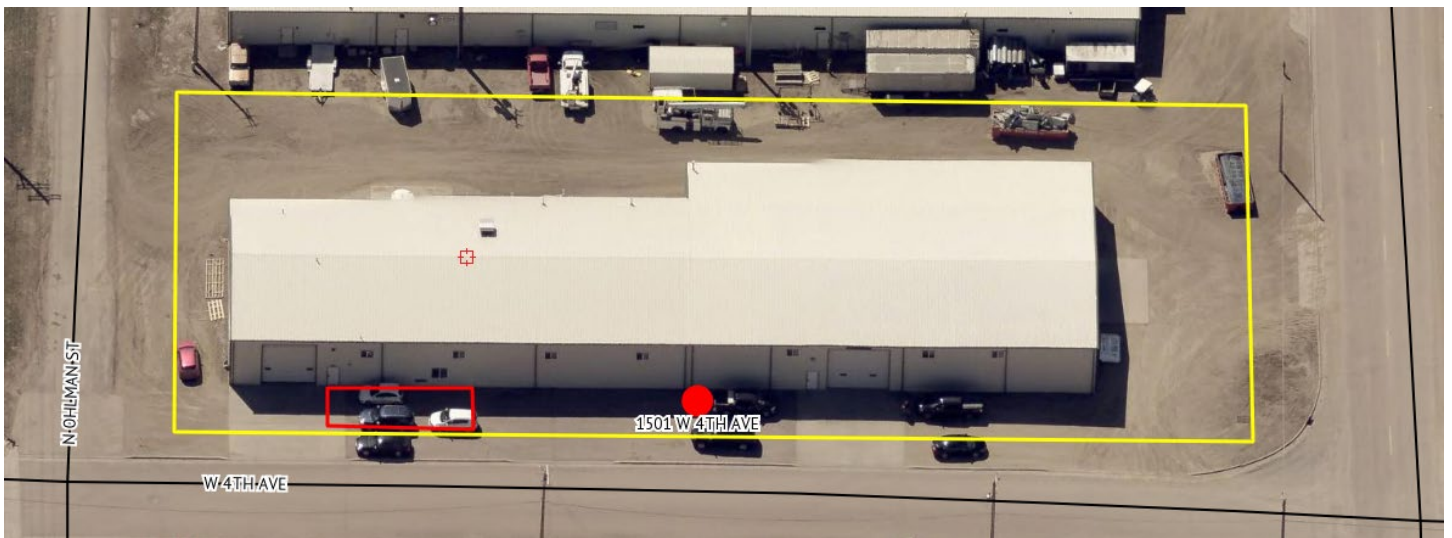
Legal Description: Lots 1-6 Ex H-1 of Lot 6, Block 29 Home Park Addition, City of Mitchell, Davison County, South Dakota

Property Address: 1501 W 4th Ave

Dated this 6th of August, 2024.


APPLICANT

Central Plains Properties LLC
OWNER



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 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, August 26, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Tuesday, September 3, 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 8th day of August, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 14th day of August, 2024

Approximate Cost:

Central Plains Properties LLC
1501 W 4th Ave
Mitchell, SD 57301

Central Plains Automation Inc
PO Box 69
Mitchell, SD 57301

Michael & Michelle Robertson
1612 W 4th Ave
Mitchell, SD 57301

Gold Key Properties LLC
1660 E 8th Ave
Mitchell, SD 57301

Mueller Lumber Company
400 N Ohlman St
Mitchell, SD 57301

Marvin Hanson
PO Box 971
Mitchell, SD 57301

Nathan Hess
1700 W 4th Ave
Mitchell, SD 57301

Paulson Family Properties
1011 Circle Dr
Mitchell, SD 57301

South Dakota Dept of Transportation
700 E Broadway Ave
Pierre, SD 57501

August 14, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 26, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Tuesday, September 3, 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 Scott Paulson
OWNER

1500 West 3rd Ave.

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

August 14, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

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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

Mueller Lumber Co
OWNER

400 N. Ohlman Mitchell
ADDRESS

____ APPROVE

____ DISAPPROVE

COMMENTS: Have not seen a plan.
Where is the parking area?
Any off street parking?

August 14, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

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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 Chuck Baulson
OWNER

1419 Sharpton Drive Mitchell SD -
ADDRESS

yes 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:	September 3, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 09-16-24		
Explanation/Background of Agenda Item Requested:	Alexis Kress has applied for a conditional use permit to operate a Family Residential Daycare; located at 423 W 11th Ave, legally described as Lot 6, Block 40, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential 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: [Click or tap here to enter text.](#)
- Description of Hardship: [Click or tap here to enter text.](#)

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

- Description of Conditional Use: Family Residential Daycare

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

This Application is for the following described real property:

Legal Description: Lot 6, Block 40, Capital Addition, City of Mitchell, Davison County, South Dakota

Property Address: 423 W 11th Ave

Dated this 13th of August, 2024.

A handwritten signature in black ink, appearing to read "Alexis Kress", written over the word "APPLICANT".

APPLICANT

Alexis Kress
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:	September 3, 2024	Requested By:	
Desired Action of City Council:	Discussion item		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Discussion on Cemetery Bike Path Relocation		
Explanation/Background of Agenda Item Requested:	As part of the 2024 Budget, the bike path shown in the attachment was to be relocated. The relocation was to accommodate the master plan work at the Golf Course as well as the future expansion of the Cemetery. City Council members have heard concerns from neighbors about the proposed relocation, and requested that it be discussed at this meeting prior to moving forward with the project.		





612 North Main Street
Mitchell, SD 57301
Fax: 995-8410

Scale:	1" = 150'
Date:	6-2024
Drawn By:	JHG
Checked:	JDS
Project No.	2024-23
File Name:	Bike Path

Project Name: Golf/Cemetery Bike Path

Sheet Name: Overall Layout

Sheet No.	of Sheet
0	0

NORTHWEST DRAINAGE STUDY

Tuesday, September 3, 2024
6 p.m.
City Hall, Mitchell, SD

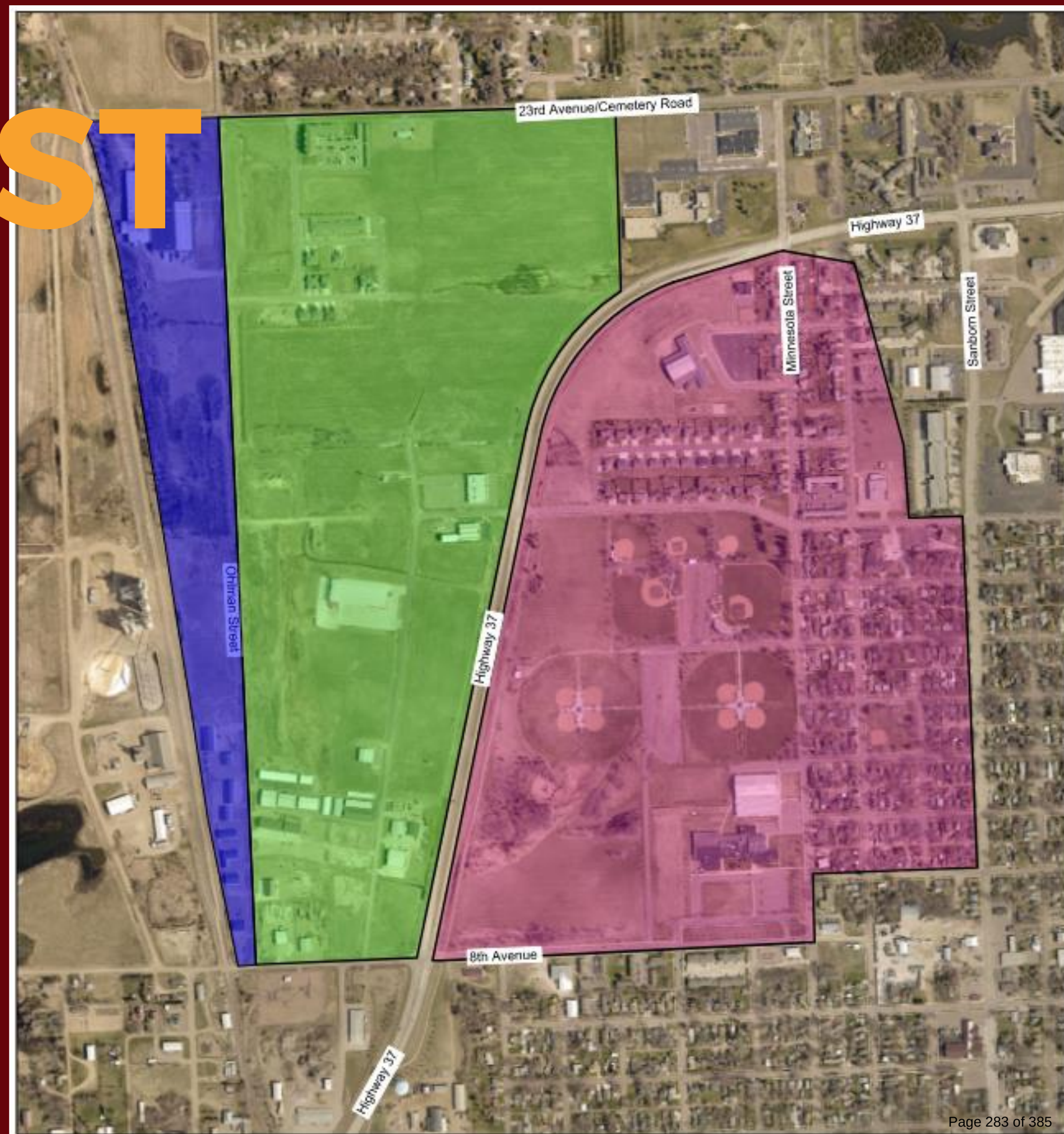
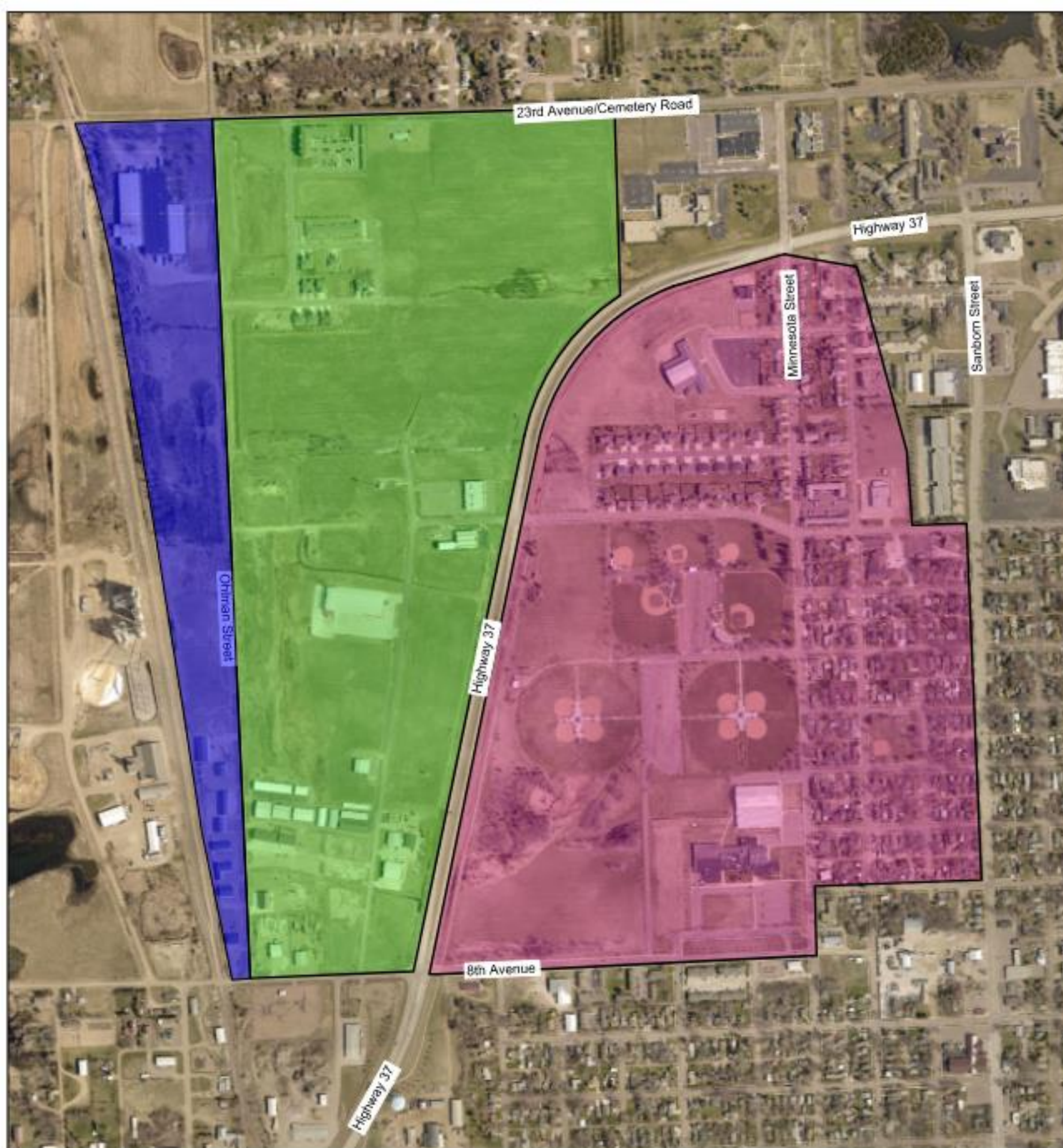




TABLE OF CONTENTS

- Overall Study Location
- Method of Analysis
- Study Area 1
 - Location
 - Background
 - Scenario 1
- Study Area 2
 - Location
 - Background
 - Scenario 2
 - Scenario 3
- Study Area 3
 - Location
 - Background
 - Scenario 4
- Questions?



OVERALL STUDY LOCATION

METHOD OF ANALYSIS

A Storm Water model was built of the entire system and scenarios were developed to analyze the proposed conditions.

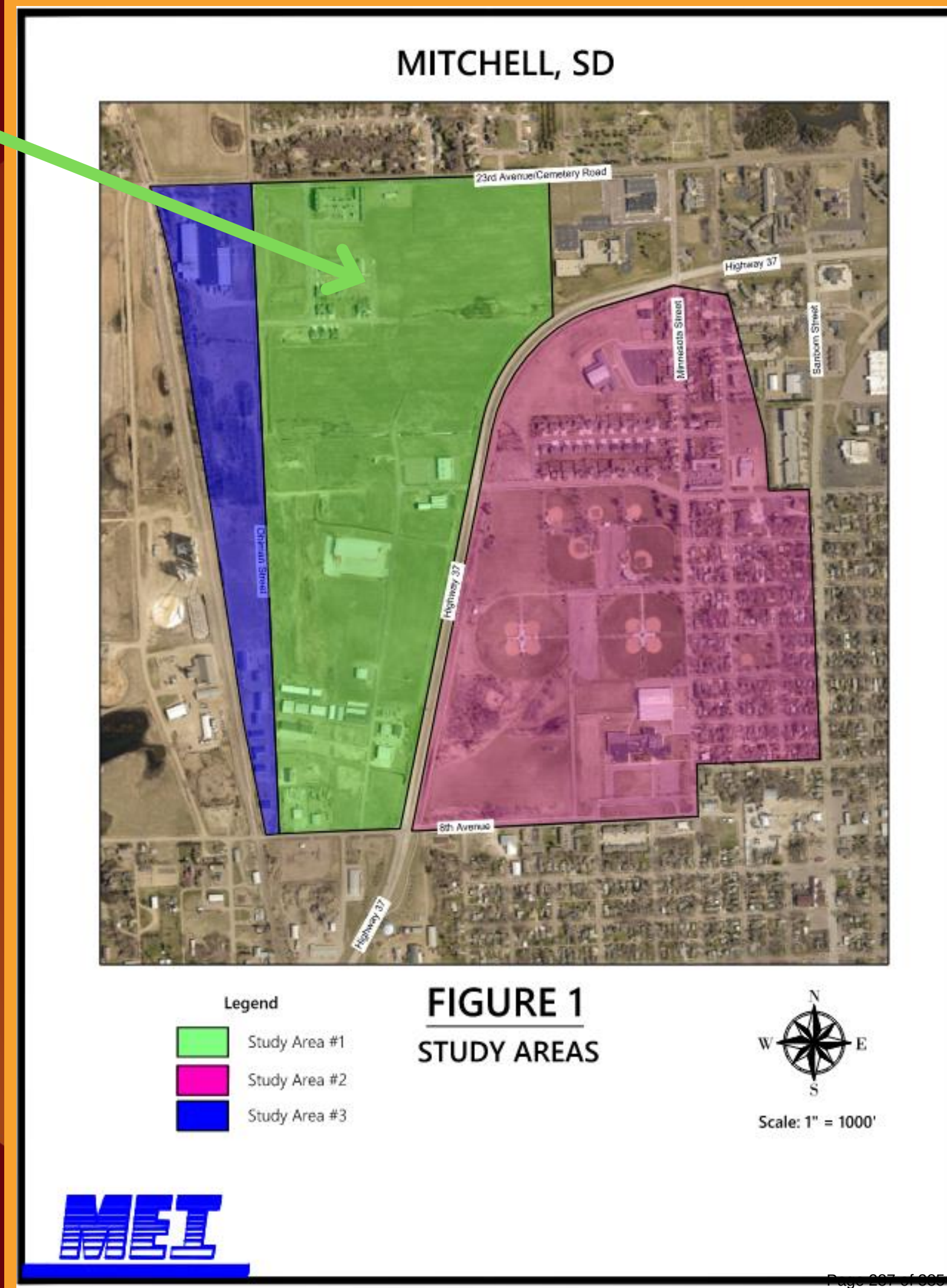
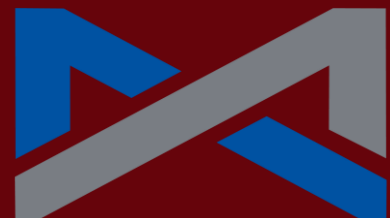
Scenarios:

- Proposed Conditions
 - Scenario 1 - Study Area 1 (SA1) at Full Development
 - Scenario 2 - Study Area 2 (SA2) with Flow Rerouting (Alternative A)
 - Scenario 3 - Study Area 2 (SA2) with Flow Rerouting (Alternative B)
 - Scenario 4 - Study Area 1 (SA1) and 3 (SA3) at Full Development



STUDY AREA 1

- Study Area 1 Objective - Model existing drainage network in the Westwood Addition as “full-developed” to evaluate existing detention areas and identify deficiencies in the detention storage and pipe network
- Area consists of land in Westwood Addition, bounded by North Ohlman Street, SD Hwy 37 Bypass, 8th Avenue, and 23rd Avenue
- 207 acres, with additional 123 acres of drainage from SA2 and 17 acres of SA3 that flow into SA1
- Area is partially developed, with a mixture of Commercial & Industrial properties and single and multi-family housing in the northwest
- Water moves from SE to the NW towards a detention pond near Ohlman St. and 23rd Ave. Pipes then carry water to the NW, towards Lake Mitchell



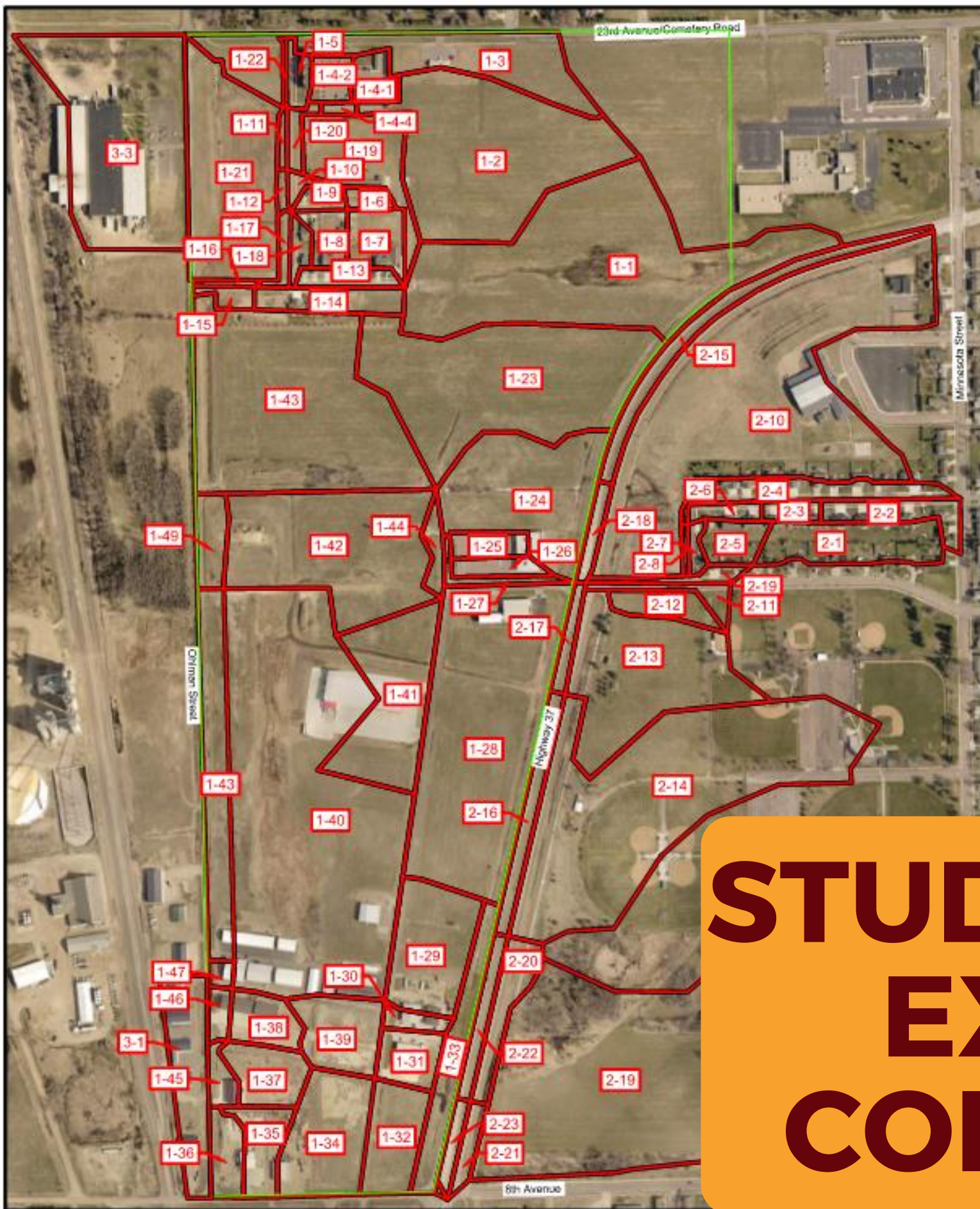


FIGURE 2
SUB BASINS - Area 1
(Study Area 1)



STUDY AREA 1 - EXISTING CONDITIONS

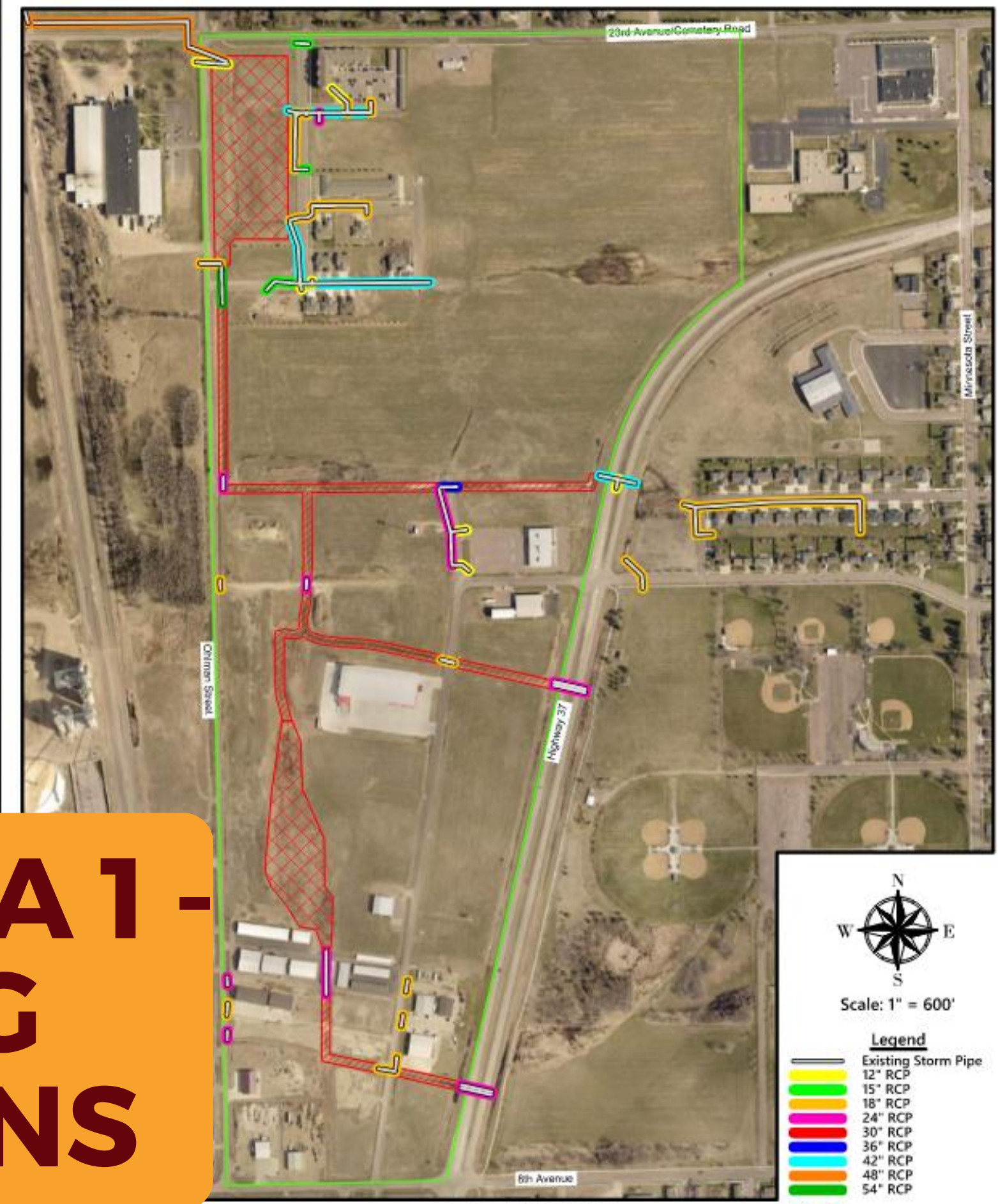


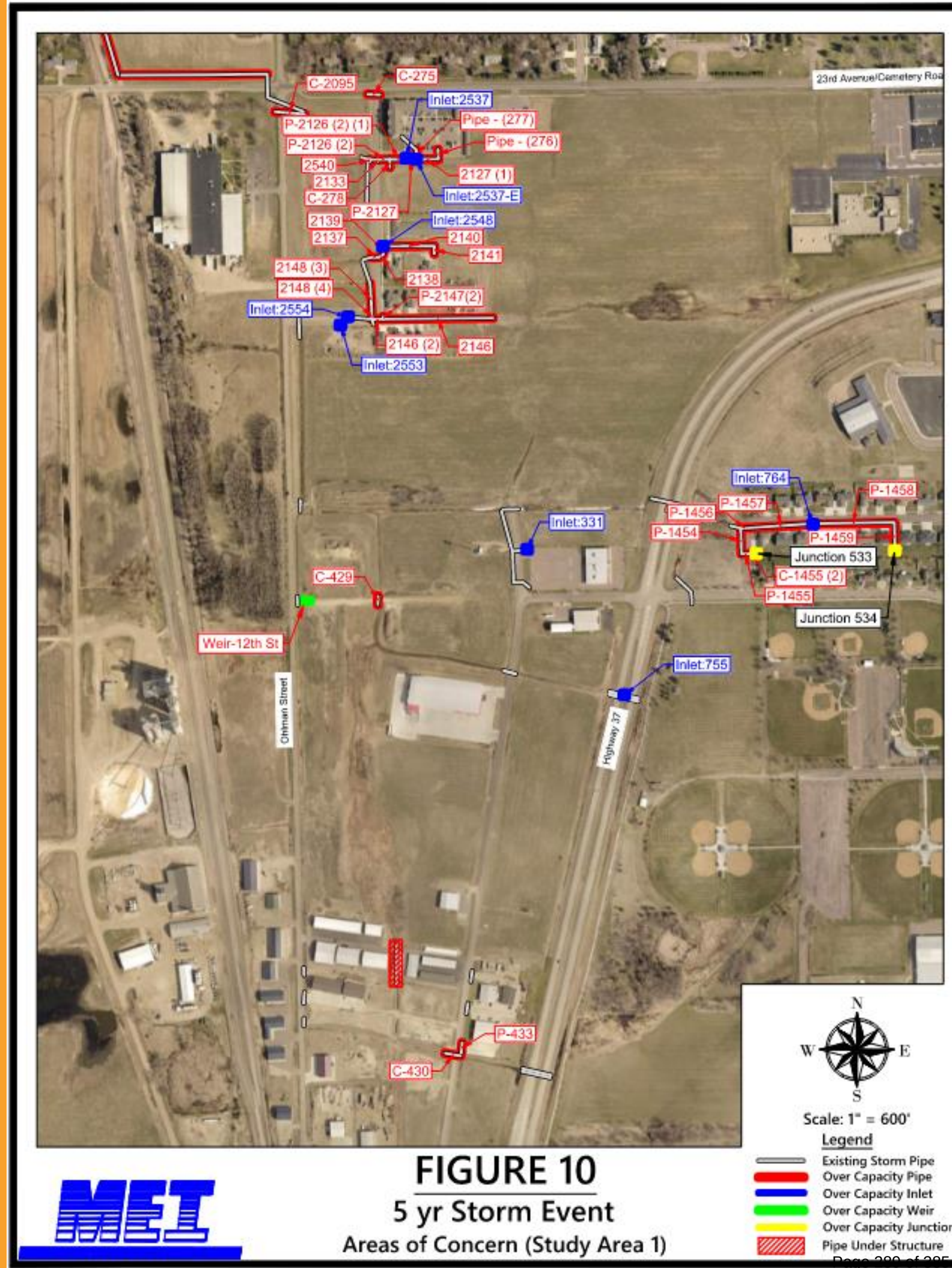
FIGURE 3
PIPE MAP - OVERALL
(Study Area 1)



SCENARIO 1



- “Fully-developed” condition to evaluate existing drainage structures and detention ponds.
- 5-year and 100-year storm events were modeled.
- Results:
 - Detention ponds were capable of handling the flows during design storm events.
 - No drainage channels exceeded capacity
 - Multiple pipes, inlets, weirs, and junctions were over capacity and operating under pressure during the storm events, leading to localized flooding.



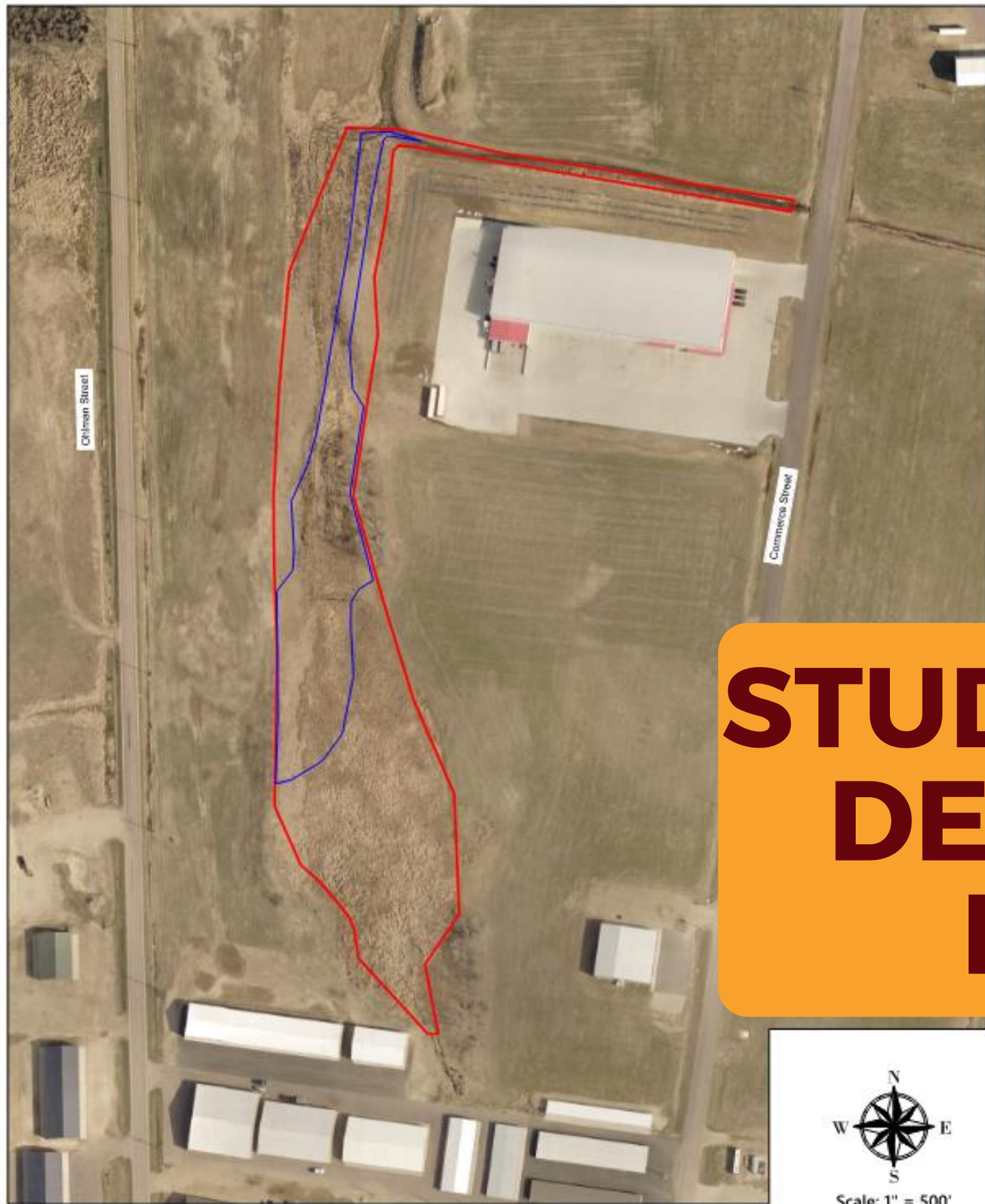


FIGURE 8

Detention Pond Area of
Inundation Center Pond

Legend
 — 5-Year Water Surface Elevation
 (Elev. = 1297.82)
 — 100-Year Water Surface Elevation
 (Elev. = 1299.11)

STUDY AREA 1 – DETENTION PONDS



FIGURE 9

Detention Pond Area of
Inundation North Pond

Legend
 — 5-Year Water Surface Elevation
 (Elev. = 1291.15)
 — 100-Year Water Surface Elevation
 (Elev. = 1293.48)

STUDY AREA 2

- Study Area 2 Objective – Develop & model options to reroute storm sewer water from the Sanborn Blvd storm sewer trunk line to the west to detention basins. This is a conceptual review to provide a starting point for future projects to provide relief to the Sanborn Blvd system.
- SA2 consists of land bounded by North Sanborn Blvd, SD Hwy 37 Bypass, West 17th Ave, and West 8th Ave.
- 227 acres and nearly fully developed with residential and commercial properties. All roads are fully developed.
- Existing Flows
 - Four basins discharge to Sanborn Blvd storm sewer
 - Four basins drain to culverts which flow under SD Hwy 37 Bypass
 - One basin does not have a defined outlet



Mitchell
SOUTH DAKOTA

MEI

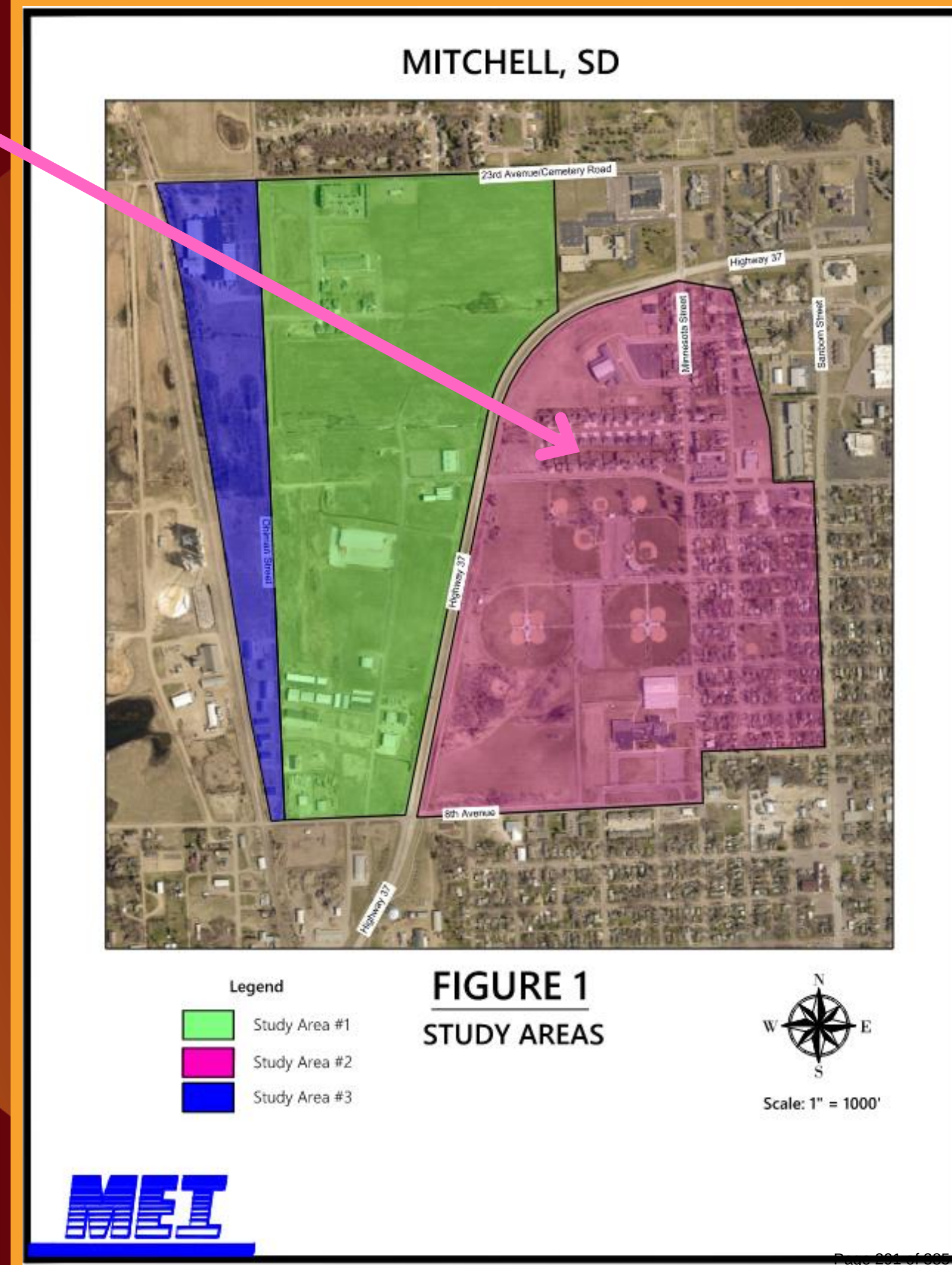




FIGURE 4
Sub-Basin Map
(Study Area 2)



STUDY AREA 2 - EXISTING CONDITIONS

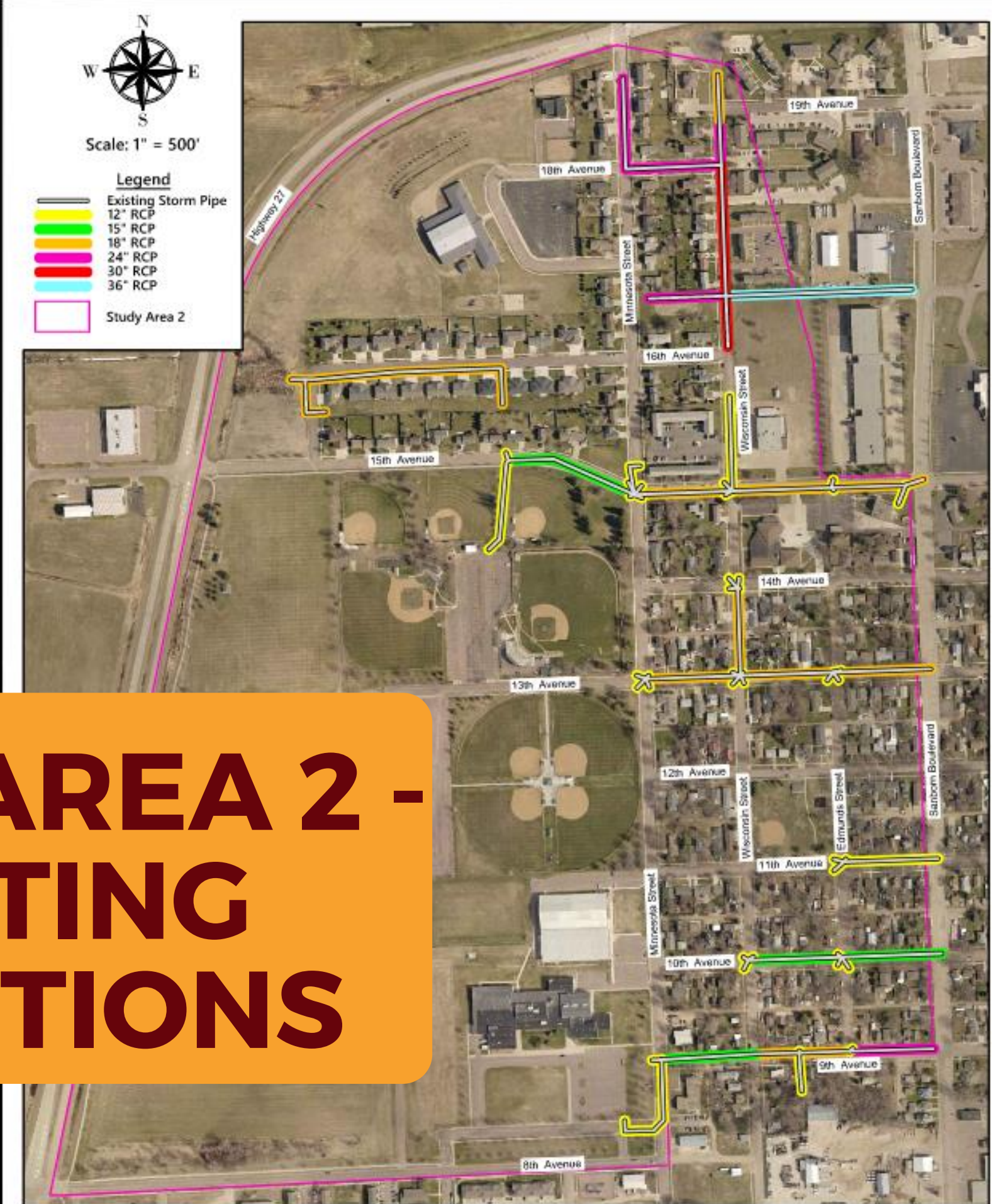


FIGURE 5
PIPE MAP - OVERALL
(Study Area 2)



SCENARIO 2 (ALT A)

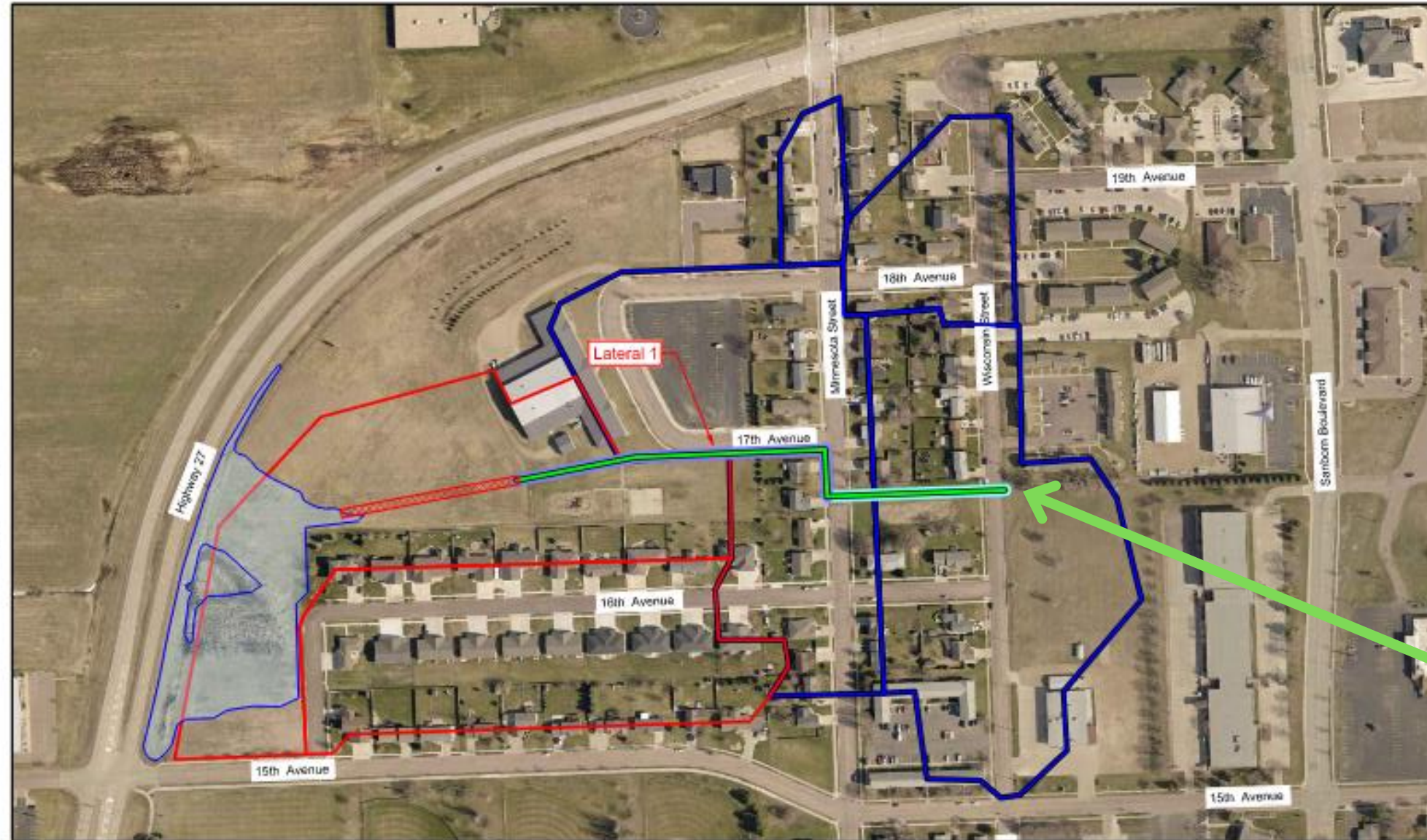
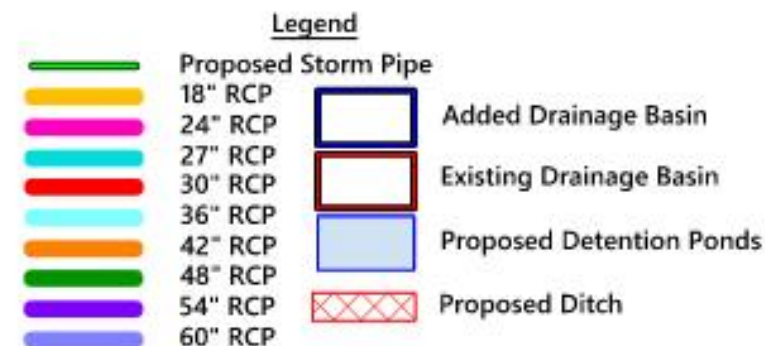


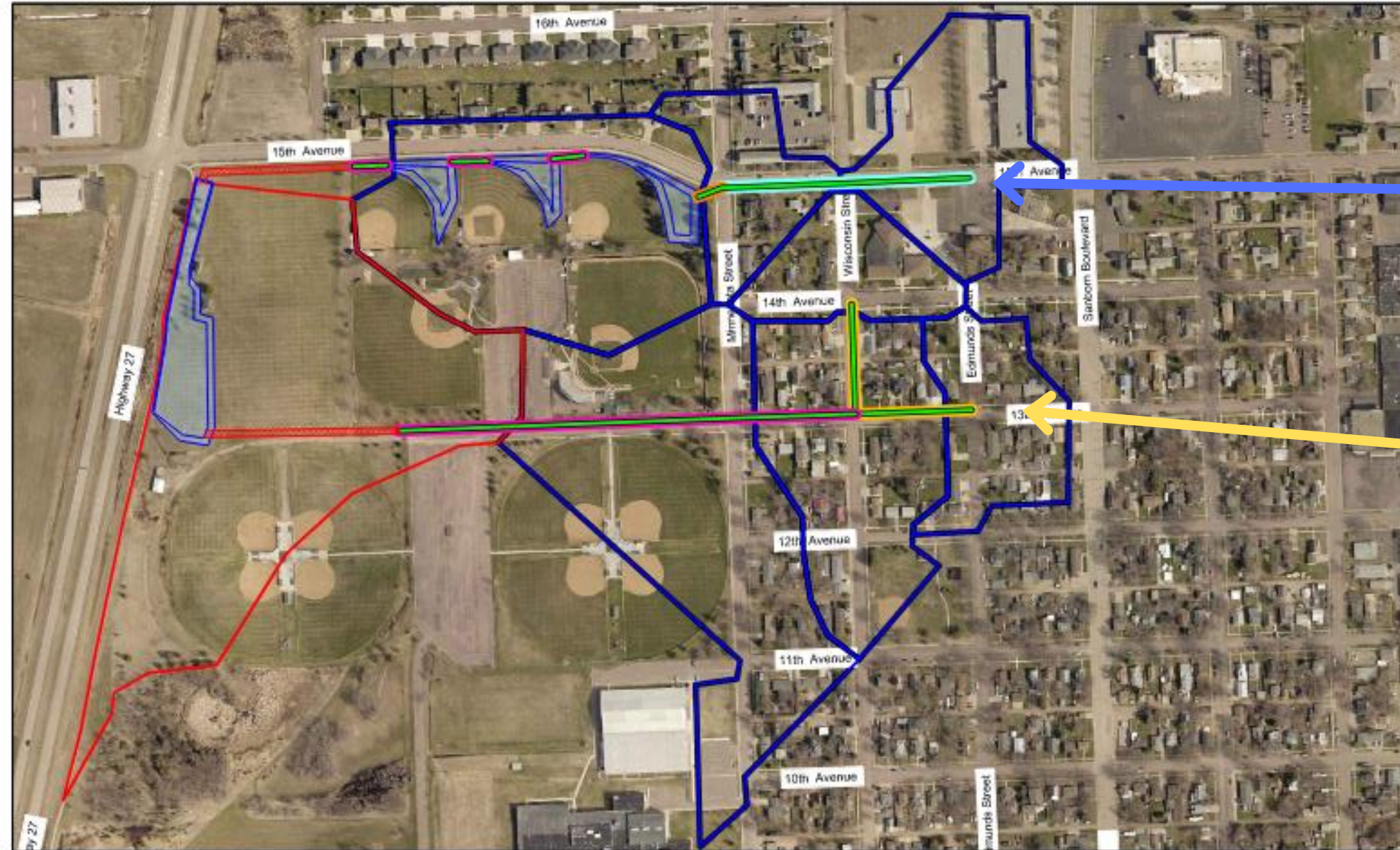
FIGURE 12

Lateral Route 1 and Basins
(Study Area 2)
Alternate A



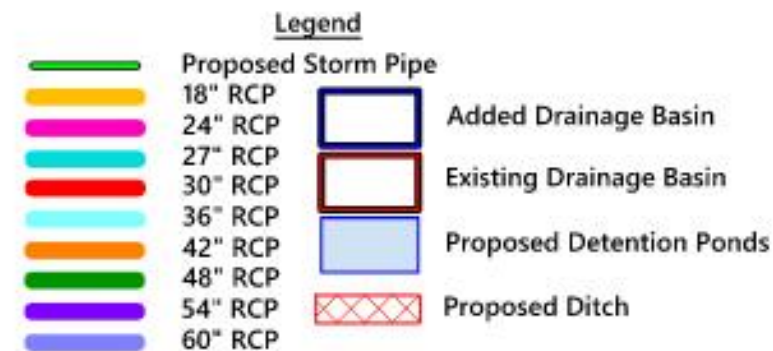
- Reroute existing storm sewer to west detention ponds where water would be stored and metered out into culverts under the SD Hwy 37 Bypass.
- Flow rate under Hwy 37 Bypass could not increase.
- Rerouted Laterals:
 - Lateral 1 - located between 16th and 17th Ave

SCENARIO 2 (ALT A)



- Rerouted Laterals:
 - Lateral 2 - located along 15th Avenue
 - Lateral 3 - located primarily on 13th Ave but also collects water from the 14th & Wisconsin intersection.

FIGURE 13
Lateral Route 2 & 3
and Basins
(Study Area 2)
Alternate A

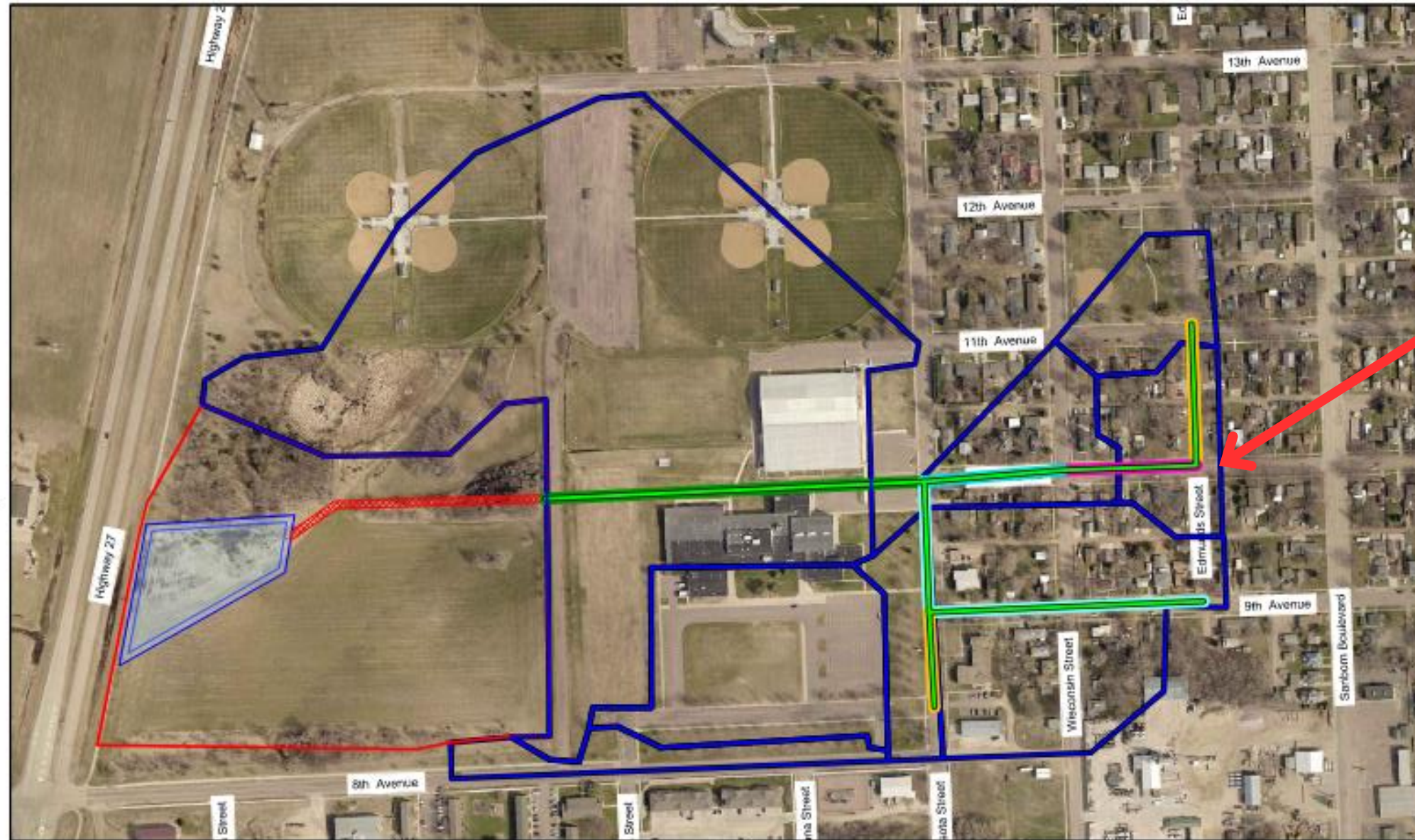




SCENARIO 2 (ALT A)



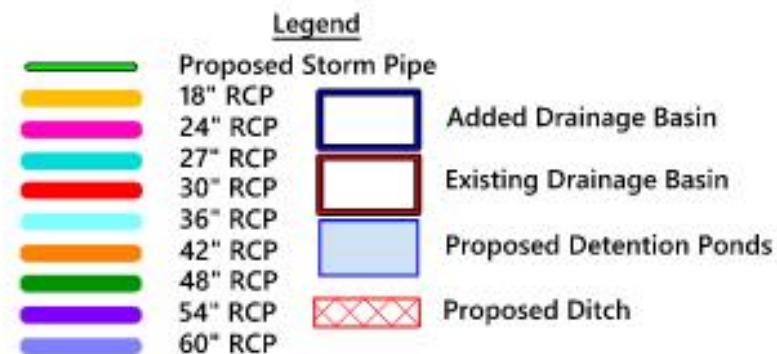
Page | 31



- Rerouted Laterals:
 - Lateral 4 - collects water from 9th, 10th, and 11th Ave

FIGURE 14

Lateral Route 4 and Basins
(Study Area 2)
Alternate A





SCENARIO 2 (ALT A)

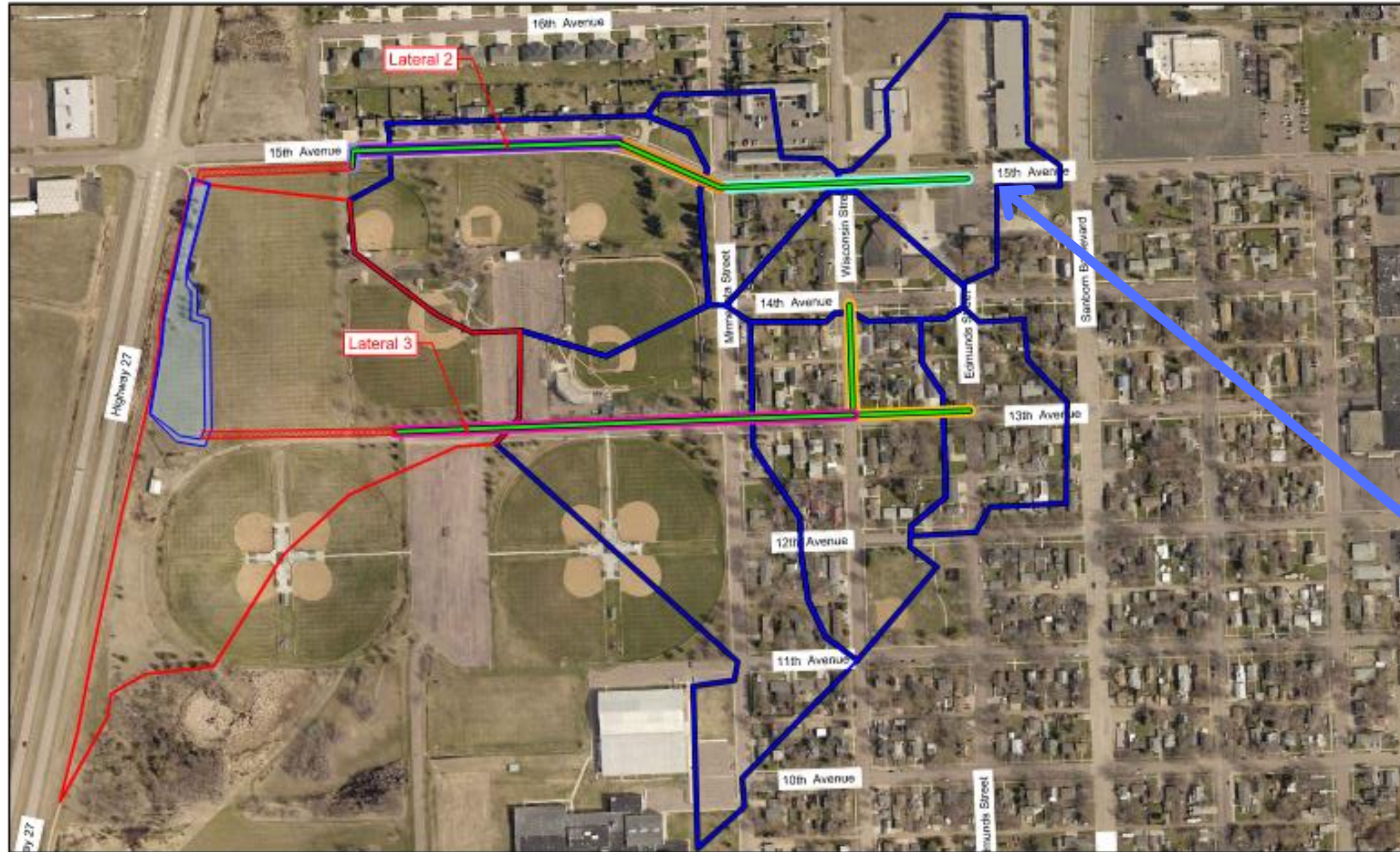


• Results:

- Lateral 1 (Near Mitchell Christian School)
 - Depth on existing 36" pipe is too deep to take all water from Sanborn
 - Propose smaller pipe to Sanborn but during large events, excess water would surcharge and flow to west detention pond
- Lateral 2 (at 15th)
 - Utilize cascading detention ponds to reduce pipe sizes and lengths. Pipe sizes up to 42" could be necessary
 - Ponds would be shallow and would drain out between rain events
- Lateral 3 (at 13th)
 - Could collect all water from 13th and 14th Aves which currently drain to Sanborn
- Lateral 4 (9th & 10th) –
 - Could collect all water which drains to Sanborn, but flat grades will force the need for larger pipes
 - Route is adjacent to Activities Center and School

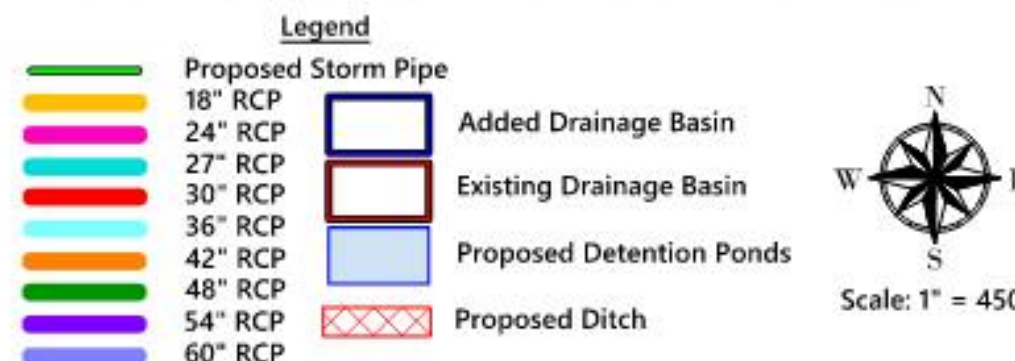


SCENARIO 3 (ALT B)



- Second alternative for rerouting of flows.
- The setup is the same as Scenario 2 except the following revisions:
- Rerouted Laterals:
 - Lateral 2 - piped directly along 15th Avenue to the detention pond along the Hwy 37 Bypass.

FIGURE 16
Lateral Route 2 & 3
and Basins
(Study Area 2)
Alternate B

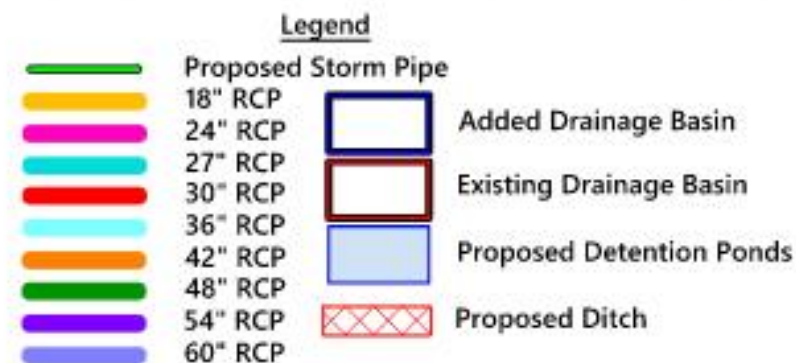


SCENARIO 3 (ALT B)



FIGURE 17

Lateral Route 4 and Basins
(Study Area 2)
Alternate B



- Rerouted Laterals:
 - Lateral 4 - pipe route revised to the south side of the middle school



SCENARIO 3 (ALT B)



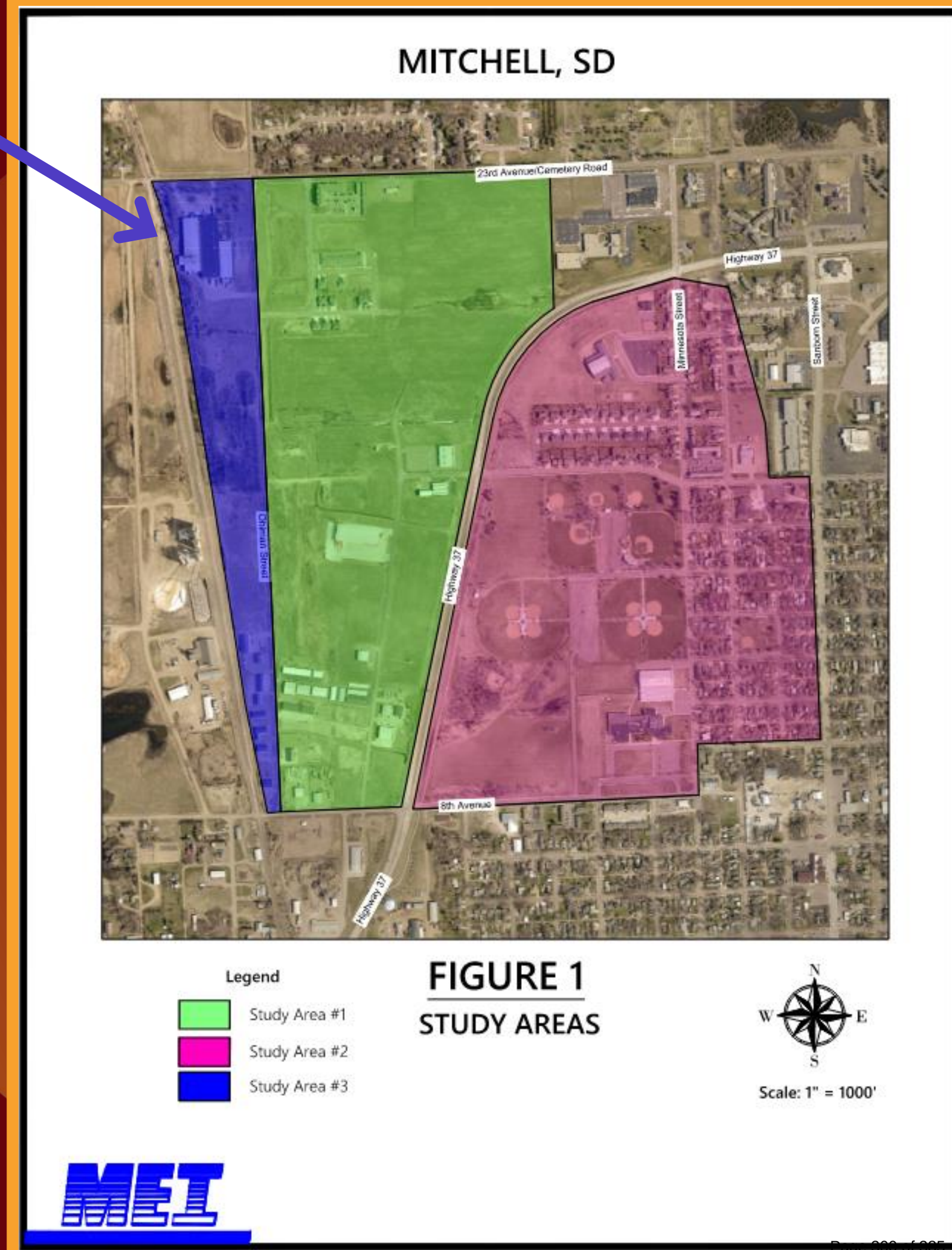
- Results:

- Lateral 1 (Near Mitchell Christian School)
 - No Change from Alternative A
- Lateral 2 (at 15th)
 - Layout eliminates cascading ponds
 - Due to flat grades and longer piping distances, pipe sizes up to 60" could be necessary
 - Detention pond along Hwy 37 Bypass would increase in size increase capacity
- Lateral 3 (at 13th)
 - No Change to this lateral from Alternative A
- Lateral 4 (9th & 10th)
 - Updated route takes piping to the south of the Middle School, resulting in increased pipe depths



STUDY AREA 3

- Study Area 3 Objective – Analyze effects of conveying storm water from SA3 to the Westwood Addition drainage system (SA1).
- SA3 consists of the land between North Ohlman Street, the BNSF Railroad, West 8th Ave. to West 23rd Ave.
- 62 acres is partially developed with commercial & industrial properties.
- Drainage within SA3 is currently poor due to flat topography and underdeveloped flow paths. Water has no outlet and ponds until it can infiltrate into the soil.





NOTE: Sub Basins 3-1 and 3-3 currently drain into Study Area 1, and are accounted for in the Scenario 1 Analysis



FIGURE 6
SUB BASINS - Area 3
(Study Area 3)



STUDY AREA 3 - EXISTING CONDITIONS

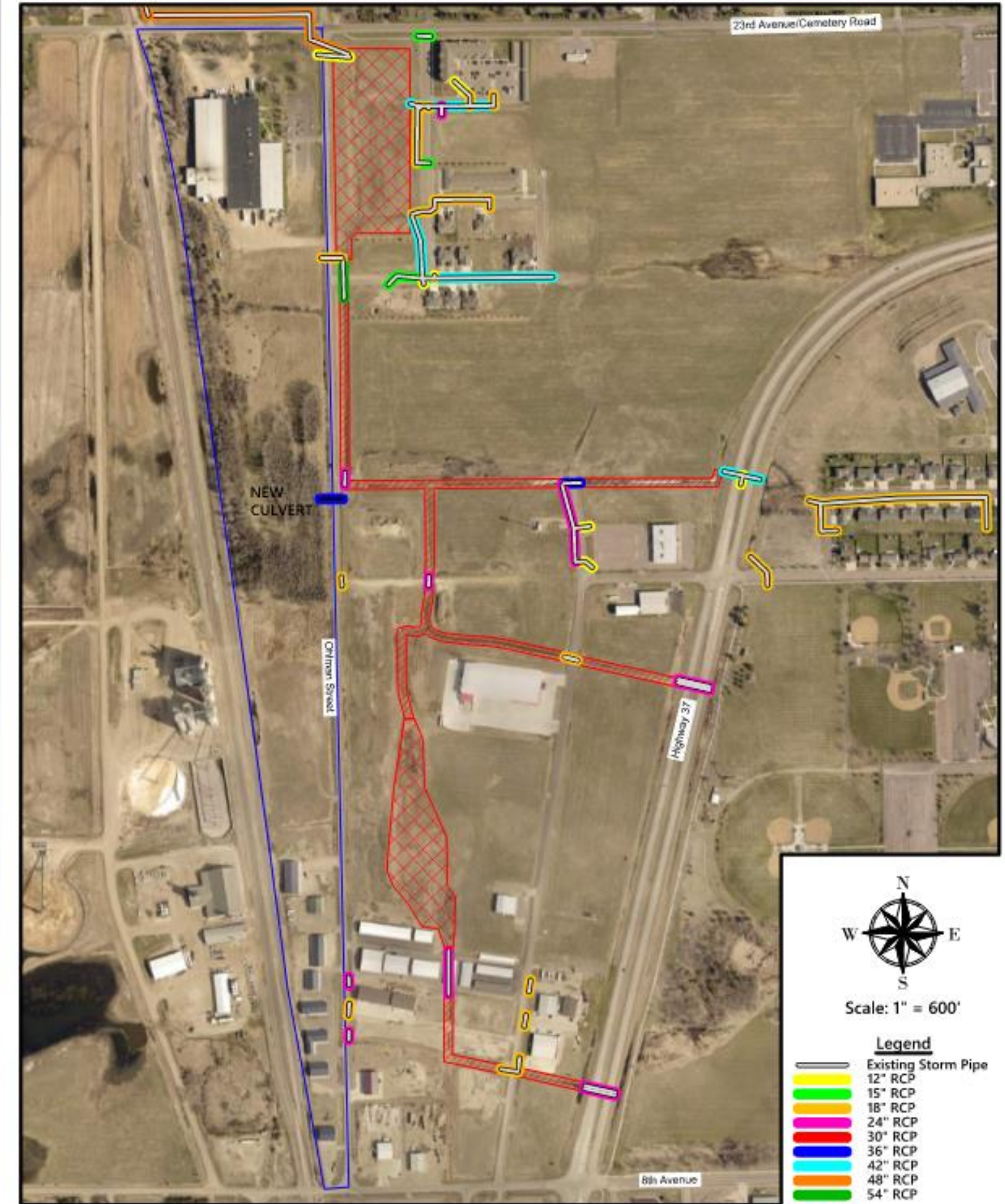


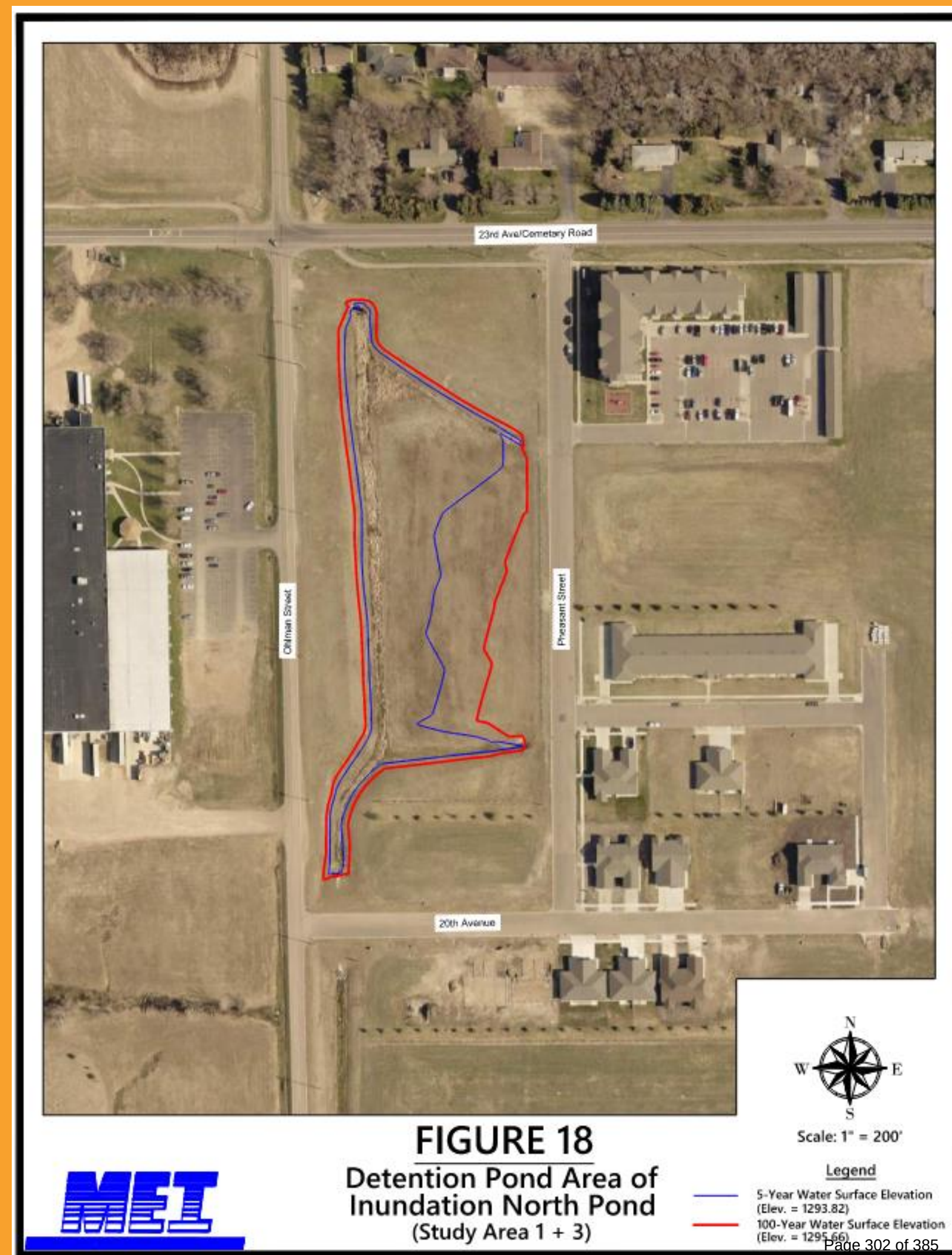
FIGURE 7
PIPE MAP - OVERALL
(Study Area 1+3)



SCENARIO 4



- Analysis of effects of routing flows from SA3 into the detention pond of SA1.
- Analyzes with both areas “fully-developed” but limits SA3 discharges to “pre-development”
- Flows from SA3 go through a proposed ditch along the west side of Ohlman St, through a culvert under Ohlman St, and then to the detention pond.
- Results:
 - Detention ponds were capable of handling the flows during both the 5 and 100 year storm events.
 - Only 1 additional pipe was at a surcharge level during a 5-year event.





QUESTIONS?

CONTACT INFO

McLaury Engineering, Inc.

Ryan Murtha, PE

- rmurtha@mclauryengineering.com
- 605-928-7676

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:

a. On the application of Odyssey Entertainment Inc. dba Odyssey Luxury, 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 to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street (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 to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street (Video lottery is included)

d. On the application to transfer RW-6509 (on-off sale) Wine and Cider License from Bradley Theme LLC dba Scoreboard Pub & Grill, 522 North Main St to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street (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

All Required Documents have been submitted and approved.

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

I spoke to the owner and the Pour My Beer Stand Alone unit would operate as follows:

1. The Customer would have to go to a specified register at the concession stand.
2. The Customers would have to have their ID scanned by an employee. This would verify that the ID is valid and that the customer is 21.
3. The Customer would then be given a wrist band that would have to be cut off to be removed. This wristband is for a visual reference for employees to see that the customer getting a beverage from the unit has been verified to be old enough to purchase alcohol.
4. The customer will then be issued a RF card that is tied to the payment system. Scanning this RF card will allow the customer to purchase up to the set number of fluid ounces of an alcoholic beverage. (ex. 24 ounce). To purchase additional ounces the customer would have to return to the register to have the card reactivated. This is a check system to ensure that the customer is not too intoxicated.
5. Only one beverage cup will be given per wristband issued/RF card.
6. The RF card would shut off at a specified time and would not be able to use the next day without reactivating.

This type of unit is currently in use at a Sioux Falls business, a Rapid City Business, and a Sturgis Business

Chief Knippling

ADA-Height-Compliant Taps

The only standalone self-pour beverage station on the market with ADA-height compliant taps.

Drip Tray & Drain Reservoir

Stainless steel drip tray leads to the drain reservoir.

High-Quality Cooler

Powerful and reliable Micro Matic cooler. With venting out the front, the station can go flush to a wall and integrate into any design.

Keg Level Management

Manage keg levels from the interactive display screen or on the backend reporting system.

Liquid-Cooled Tower

Ensures a perfect pour at the perfect temperature every time.

Dual-Zone Cooler

Custom-made for your order, the partitioned cooler can accommodate beverages served at different temperatures.



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

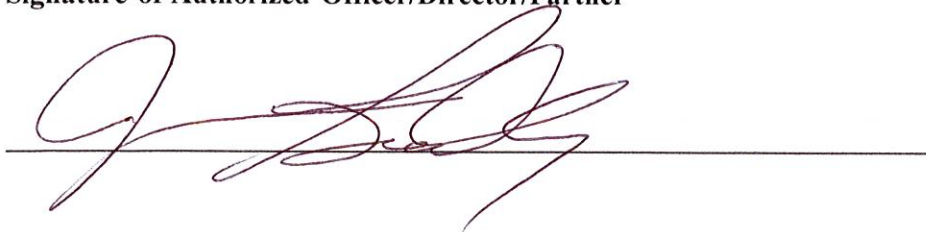
With signature the applicant agrees to the following:

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

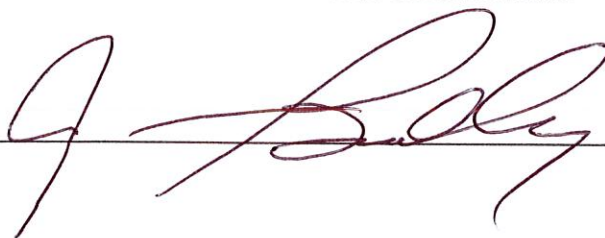
With signature the applicant agrees to the following:

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-6509

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

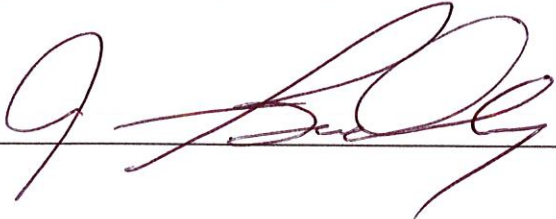
With signature the applicant agrees to the following:

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 [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

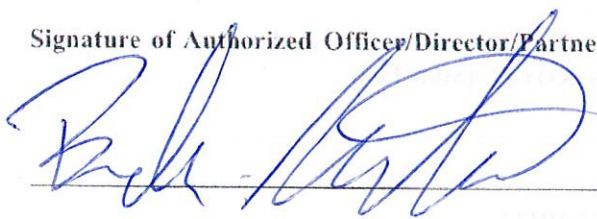
With signature the applicant agrees to the following:

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

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:	September 3, 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:	Action to Approve Special Event Permit Application For Tiger Trail Trek 5K Run on Saturday, October 12, 2024		
Explanation/Background of Agenda Item Requested:	The Dakota Wesleyan University Cross Country/Track & Field team(s) are requesting a Special Event Permit for their 1st annual Tiger Trail Trek 5K Run, which takes place on Saturday, October 12th, 2024, from 7:00 AM until 9:00 AM. This is a first time event, the event is open to the public, and the event will start and finish at the Kiwanis Woodlot Park, utilizing the trails up to the Prehistoric Indian Village. The Special Event Permit Application requests the following, on Saturday, October 12th, 2024, from 7:00 AM to 9:00 AM: • Kiwanis Woodlot Park Area Trails Closure (\$300 fee) Please reference the attached Kiwanis Woodlot Park Trails Closure Map. Also, the event will need to reserve the picnic shelter located within Kiwanis Woodlot Park, as they will use this shelter for participants to check in and receive the necessary event items. • Outdoor Park Shelter (\$58.58/day - Park & Rec Fee) The event will have athletes out on the trails at any intersections and/or entry points to the trails to make sure no issues arise and participants stay on the course. Please reference the attached route map(s). Please refer to the attached Special Event Permit Application for more details about the event. A Certificate of Liability Insurance Form for the event has already been provided. 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 #3657****Date Submitted: 8/26/2024****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:*

Tiger Trail Trek 5K Run

Event Date:*

10/12/2024 —

Event Hours:*

07:00 AM — 09:00 AM

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

- ☐ Street Closure(s) (\$200 Fee)
- ☐ Parking Lot Closure(s) (\$200 Fee - waived if also requesting street closure)
- ☐ Dry Run Creek Park Closure (\$300 Fee)
- ☒ Kiwanis Woodlot Park Area Trails Closure (\$300 Fee)
- ☐ Parade Permit - with escort & closures (\$250 Fee)
- ☐ Parade Permit (\$50 Fee)
- ☐ Special Event Liquor License (\$500 Fee)
- ☐ Consumption Permit (\$500 Fee)
- ☐ Fireworks Permit (\$50 Fee)
- ☐ Noise Permit

*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 City Park Closure

—

Event Information:

Overall Event Description:*

The Dakota Wesleyan cross country and track and field program would like to host a Tiger Trail Trek on Saturday, October 12, 2024. The event will correspond with DWU's homecoming festivities and help kickstart homecoming Saturday. The event will be hosted at Kiwanis Woodlot Park and will start at the park. The course will be approximately two miles long and participants may run or walk the course. The event will begin with check in from 7:00-7:25 and the event will begin at 7:30am. The event will be done on October 12th. It just made it put the end date as after the start date which is why I put the 13th down.

Please check all that apply:*

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

Total anticipated attendance:*

50 people

Name of Group Sponsoring the Event:*

Dakota Wesleyan University Cross Country/Track and Field

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:*

Ryan Chase

Contact Person's Email:*

Ryan.chase@dwu.edu

Phone Number: *

605-354-0378

Day of Event Contact Person:*

Ryan Chase

Contact Person's Email:*

Ryan.chase@dwu.edu

Phone Number:*

605-354-0378

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.*

We will need to close the Kiwanis Woodlot trails for the safety of participants and the community. We will use the picnic shelter at the park as a check in location where participants can check in, receive their bib, their t-shirt, and any other pertinent items. No roads will need to be closed for the event. Only the trails from 7:00am-9:00am on October 12th will need to be closed. We won't need any bleachers or any equipment for the event. We will need to use the parking lot at Kiwanis and likely have some vehicles parked on the side of the gravel road that goes around the park.

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 will have athletes out on the trails at any intersections or points of concerns to make sure no issues arise and participants stay on course. We will have people park in the parking lot at Kiwanis Woodlot Park and on the side of the gravel road as well. We will have a first aid kit on site in case it is needed. We shouldn't have any issues with crowd control as it won't be a really large event, but we will have plenty of athletes as volunteers if anything arises.

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?

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

mm/dd/yyyy

Time of Display

hh:mm am

—

hh:mm am

Type of Fireworks

☐ Class B Explosive (special fireworks)

☐ Class C Common Fireworks

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

Insurance Requirements

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

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

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

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

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

Name of Insurance Company

College Risk Retention Group - EIIA

Agent's Name

Rachel Markunas

Policy Number

GL090124

Phone Number

800-537-8410

Affidavit of Applicant

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

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

Ryan Chase

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.*

Ryan Chase

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.*

Ryan Chase

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

IMG.jpeg

Certificate of Liability Insurance Attachment

Liability insurance .pdf

Certificate of Liquor Liability Insurance Attachment

Choose File No file chosen

Additional Document

IMG.png

Additional Document

Choose File No file chosen

Action of City Council _____

Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____

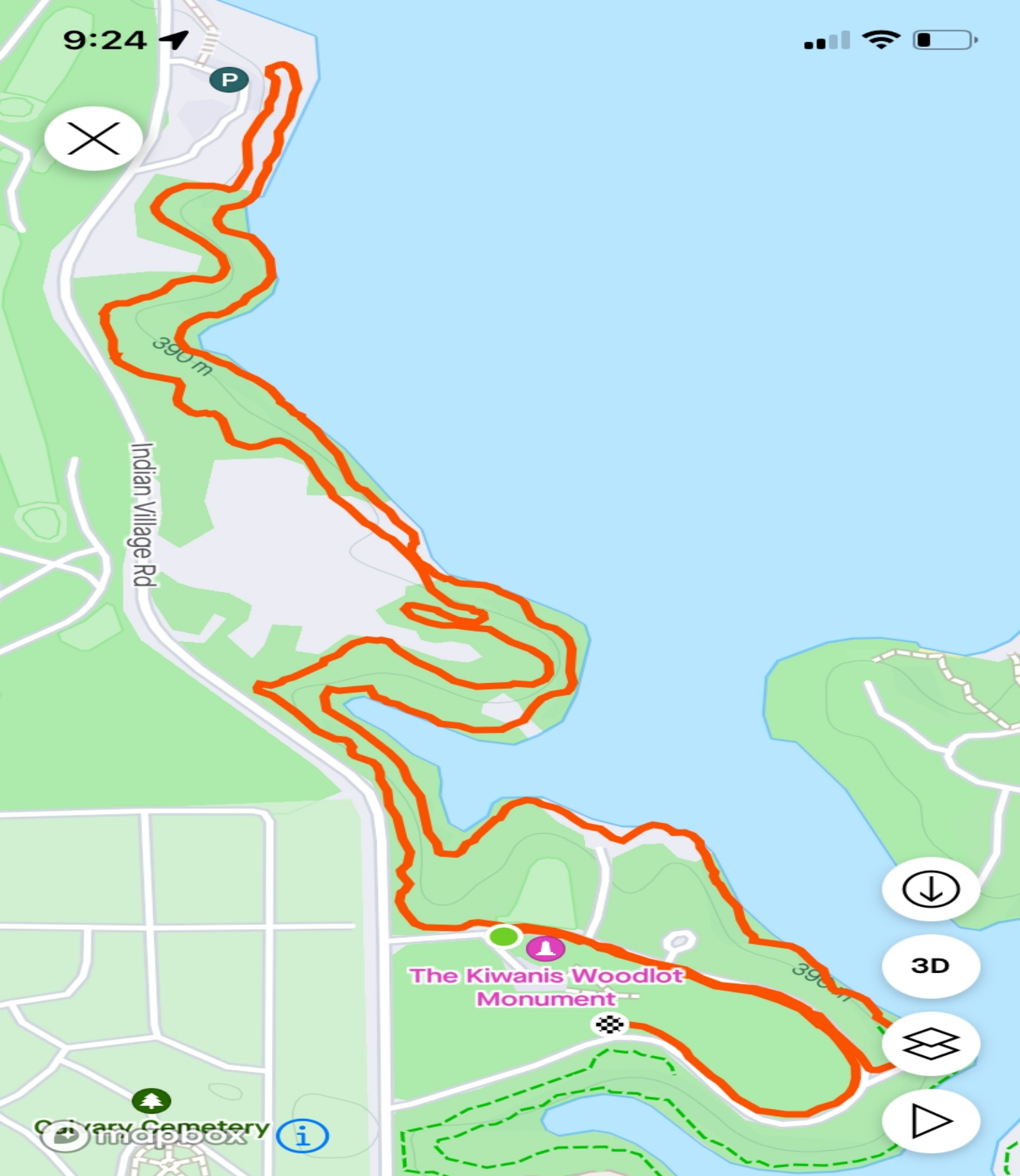




Lake Mitchell
Campground



200 m



STRAVA SUBSCRIPTION

Save Route





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2024

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

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

PRODUCER EIIA 200 S. Wacker Ste. 1325 Chicago, IL 60606 USA	1-312-648-0914	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: certificates@eii.org	FAX (A/C, No):
INSURED Dakota Wesleyan University 1200 West University Avenue Mitchell, SD 57301-4398 USA		INSURER(S) AFFORDING COVERAGE INSURER A: COLLEGE RRG INC	NAIC # 13613
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 751255412

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC			GL090124	09/01/24	09/01/25	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Evidence of General Liability maintained by the above Insured Institution for: Its activities & operations during the policy term; Obligations of the Insured under a lease or rental contract; Use of facilities by the insured during the policy term; Students in practicum while participating w/in the scope of their curriculum requirements & assignments; Contractual Liability; Additional Insured status as required by written contract. If named specifically in the Description of Operations the certificate holder is named as Additional Insured as required by written contract.

RE: DWU Blue & White Days Parade & 5k Run- Saturday, October 12, 2024

CERTIFICATE HOLDER**CANCELLATION**

City of Mitchell 612 N. Main St. MITCHELL, SD 57301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary Ellen Morawitz</i>
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Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$2 Million per occurrence and \$4 Million aggregate. Lloyd's of London (AM Best Rating A XV) supports College Risk Retention Group, Inc. as the reinsurer. Also, College Risk Retention Group, Inc. is the insurer for the excess liability insurer for \$5 Million per occurrence and \$5 Million aggregate. Everest Re (AM Best Rating A XV) supports College Risk Retention Group, Inc. as the reinsurer.

As you may be unfamiliar with evidence of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. Following is the contact information:

Educational & Institutional Insurance Administrators, Inc.
200 S. Wacker Drive, Suite 1325
Chicago, IL 60606
(800) 537-8410
Email: adminservices@eiia.org

Financial Ratings:
Lloyd's of London - AM Best Rating - A XV
Everest Re - AM Best Rating - A+ XV

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:	September 3, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A Water & Sewer Enterprise Fund - Private Party		
Agenda Item:	Action to Approve Agreement #A2024-37, North Mattie Utility Extension with Doug and Heidi Gehrke		
Explanation/Background of Agenda Item Requested:	Bids were opened on August 14, 2024 for the North Mattie Utility Extension. Siteworks, Inc was the low bidder with a total bid amount of \$144,730.32. This agreement specifies the conditions of payment for the completion of the project. The Gehrke's will be responsible for their portion which has been determined to be 16.7%. This was determined by the area of Gehrke's property and the amount of area that could be served on future East 3rd Avenue. City Share - \$120,560.36 Gehrke Share - \$24,169.96 The full agreement has been attached for your information. Staff recommends council approval and to authorize the Mayor to sign on their behalf.		

Prepared by:
Justin M. Johnson
City Attorney
Mitchell, SD 57301
(605) 990-7940

Utility Cost and Annexation Agreement

This Utility Cost and Annexation Agreement, hereinafter "Agreement", is entered into as of the date signed below, hereinafter "Effective Date", by and between the following parties:

The City of Mitchell, a South Dakota municipal corporation, hereinafter "City"; and
Doug G & Heidi M Gehrke, husband and wife, hereinafter "Gehrkes".

WHEREAS the City of Mitchell provides certain utility services, such as water distribution and sanitary sewer, to its residents and select non-residents, and plans for the expected expansion of such utility services; and

WHEREAS the property of the Gehrkes described below, are not currently within the City of Mitchell's boundaries but are located near such boundaries; and

WHEREAS the Gehrkes desire to connect to certain City provided utility services, and the City wishes to provide such services; and

WHEREAS the Gehrkes desire to commit to annexing their property, described below, into the City of Mitchell upon occurrence of certain conditions.

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Gehrkes agree as follows:

1. The Gehrkes' property ("Gehrkes' Property") subject of this Agreement is legally described as:

LOT 4 OF D & D LONG'S FIRST ADDITION, A SUBDIVISION
OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST
QUARTER OF SECTION 23, TOWNSHIP 103 NORTH, RANGE
60 WEST OF THE 5 TH P.M., DAVISON COUNTY, SOUTH
DAKOTA.

2. The utilities project discussed herein involves the installation of water and sanitary sewer pipe as depicted in Exhibit A, pages 1 and 2, and is hereby incorporated by reference. Gehrkes will be allowed to connect to such utilities in the manner and under the conditions generally applicable to Mitchell residents by state and local law. Gehrkes consent to the City's jurisdiction and authority for matters relating to the connection or provision of City utilities.

3. The City will be initially responsible for the up-front cost of installing the utilities. At the time of executing this document, the entire project is expected to cost \$144,730.32 with the City's portion estimated at \$120,560.36. Gehrkes agree to reimburse the City for their share of costs for installing the utilities. At the time of executing this document, their share is expected to be \$24,169.96. A Cost Spreadsheet is attached hereto as Exhibit B and is hereby incorporated by reference. The Cost Spreadsheet is intended to serve as a guide as to how the costs are calculated.

4. The City reserves the right to approve change orders in relation to estimated quantities for the project without consent of Gehrkes. Gehrkes acknowledge that such a change order may result in an increase or decrease of the actual project cost due to a variation from the design to the as-built condition. Gehrke's obligation to pay the City will be based on the actual project costs upon completion and not upon the expected costs.

5. Upon receipt of a final pay application the City will provide Gehrkes the final dollar amount at which time Gehrkes will pay to the City the full balance within 10 days of receiving notice.

6. Gehrkes hereby irrevocably commit to annexing the Gehrkes' Property into the City of Mitchell at the same time that a property adjacent to any portion of the western boundary of Gehrkes' Property is annexed into the City of Mitchell. For the purposes of this section, the presence of intervening public right of way does not prevent a property from being adjacent to the Property. However, if such adjacent property is annexed into the City prior to ten (10) years from the Effective Date of this Agreement, then Gehrkes will petition to annex into the City of Mitchell ten (10) years after the Effective Date of this Agreement.

7. In the event that the water and sanitary sewer lines relating to this project located in Mattie Street are ever extended north along and past Gehrkes' Property, Gehrkes' Property shall not be responsible for any additional costs of such extension and City agrees that Gehrkes would receive no benefit from such extension.

8. The terms and conditions of this Agreement shall be deemed a covenant running with the land and shall be binding upon Gehrkes, their successors, heirs, and assigns. This Agreement shall be recorded with the Davison County Register of Deeds.

This Agreement supersedes any past agreements and constitutes the entire agreement of the parties.

Dated this ____ day of _____, 2024 (Effective Date).

[signature page to follow]

Jordan Hanson, Mayor

Attest:

(Seal)

STATE OF _____)
 _____)SS
 COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

Page 335 of 385

Receipt of an identical copy of this agreement is hereby acknowledged.

Date: _____

PERSONAL ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

The following individual(s):

_____ having been known or satisfactorily proven to me to be the individual(s) herein identified, and such individual(s) representing that she/he/they possess the appropriate capacity and authority to execute the foregoing instrument, did execute the foregoing instrument for the purposes therein contained.

(SEAL)

Notary Public

My commission expires: _____

Note concerning underground utilities: All underground utilities are based on field locations as marked by the utility company locate people. Utility lines were created from those markings, conversations with the utility locate, and existing utility maps. Utility locations should be verified in the field before construction.

Exhibit A - Page 1

Sta: 0+14 - 13.5' Lt.
Furnish and Install
- Connect to Existing

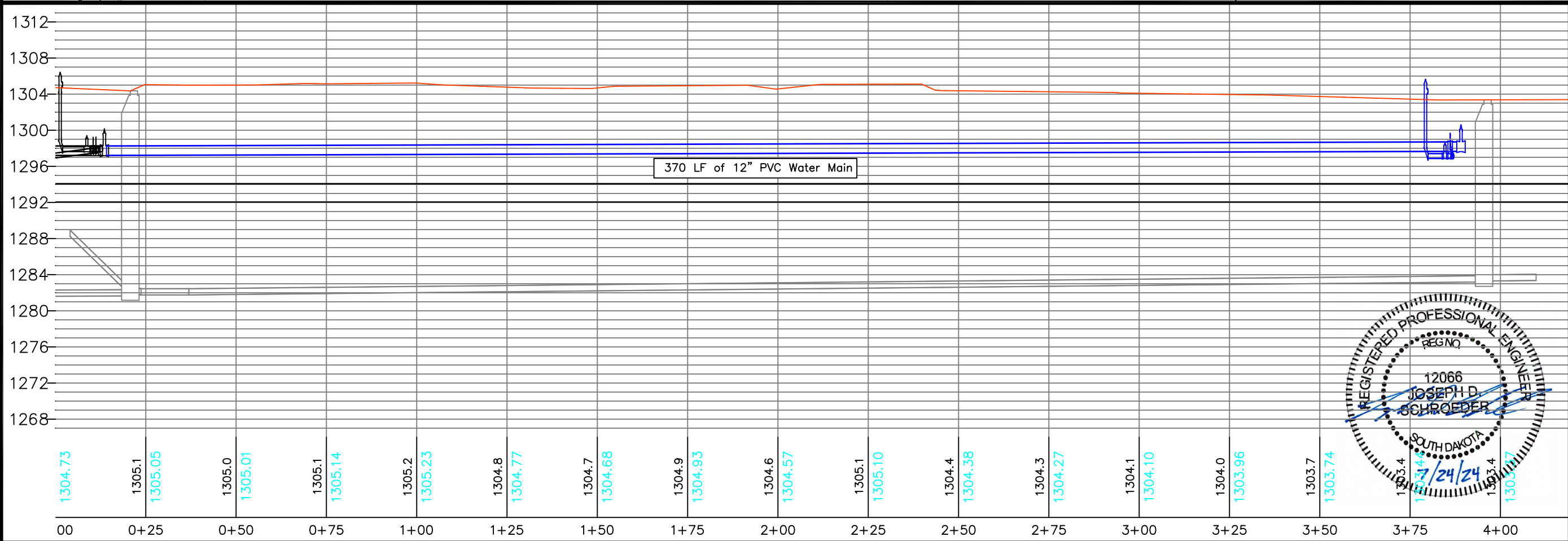
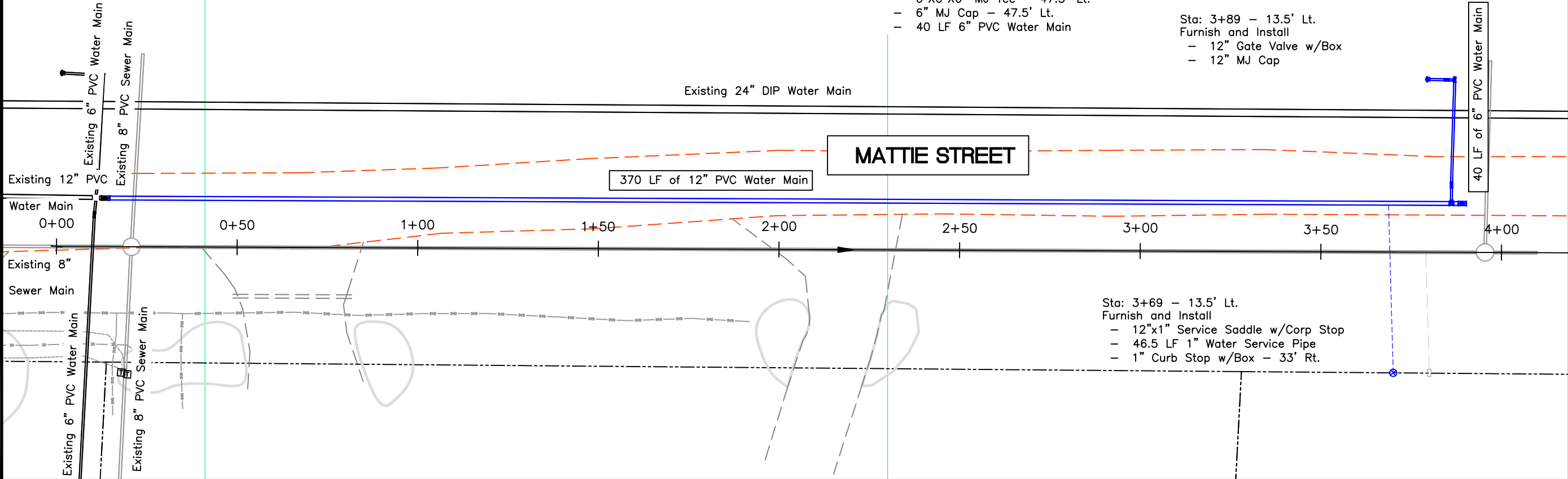
Sta: 0+14 - 3+86 - 13.5' Lt.
Furnish and Install
- 370 LF 12" PVC Water Main

Sta: 3+86 - 13.5' Lt.
Furnish and Install
- 12"x6"x12" MJ Tee - 13.5' Lt.
- 6" Gate Valve w/Box - 18.5' Lt.
- 6"x6"x6" MJ Tee - 47.5' Lt.
- 6" MJ Cap - 47.5' Lt.
- 40 LF 6" PVC Water Main

Sta: 3+84 - 47.5' Lt.
Furnish and Install
- 6" Gate Valve w/Box
- Fire Hydrant - 3+80

Sta: 3+89 - 13.5' Lt.
Furnish and Install
- 12" Gate Valve w/Box
- 12" MJ Cap

Sta: 3+69 - 13.5' Lt.
Furnish and Install
- 12"x1" Service Saddle w/Corp Stop
- 46.5 LF 1" Water Service Pipe
- 1" Curb Stop w/Box - 33' Rt.



612 North Main Street
Mitchell, SD 57301
Fax: 995-8410

Scale:	1" = 30'
Date:	6-2024
Drawn By:	JHG
Checked:	JDS
Project No.	2024-24
File Name:	Mattie Utilities

Project Name:	Mattie Street Utility Extension
Sheet Name:	Water Plan/Profile Sheet

Sheet No.	6
of Sheet	13

Note concerning underground utilities:
All underground utilities are based on field locations as marked by the utility company locate people. Utility lines were created from those markings, conversations with the utility locate, and existing utility maps. Utility locations should be verified in the field before construction.



612 North Main Street
Mitchell, SD 57301
Fax: 995-8410

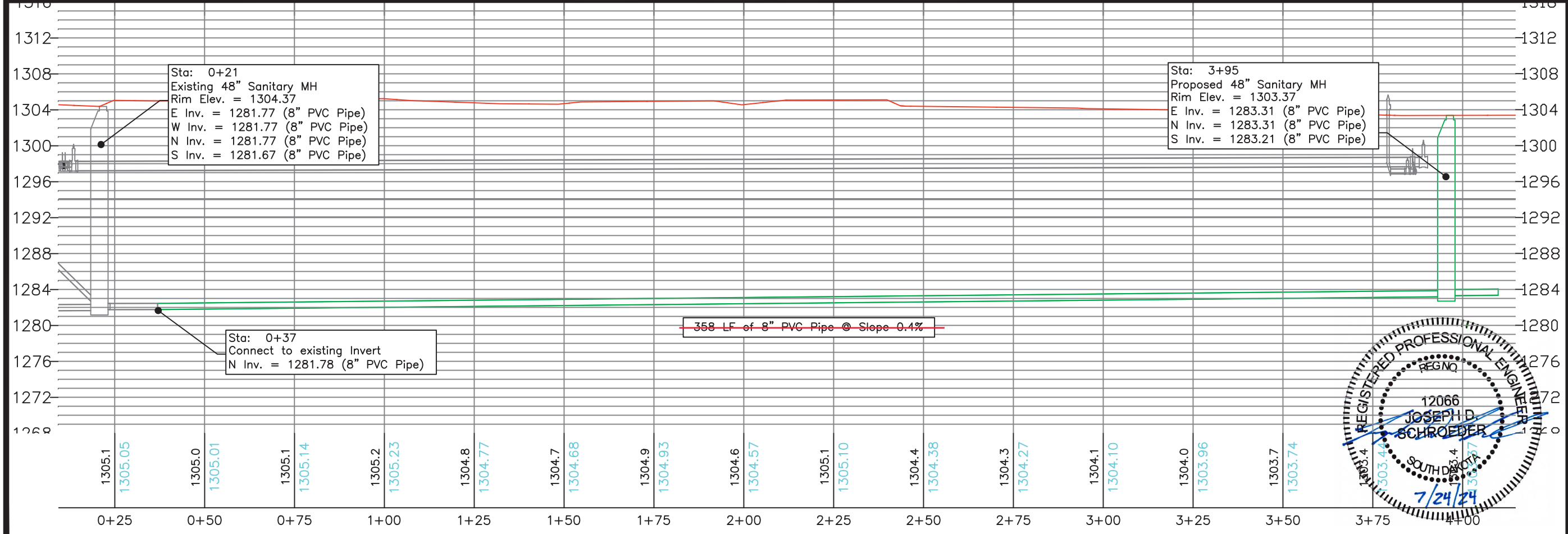
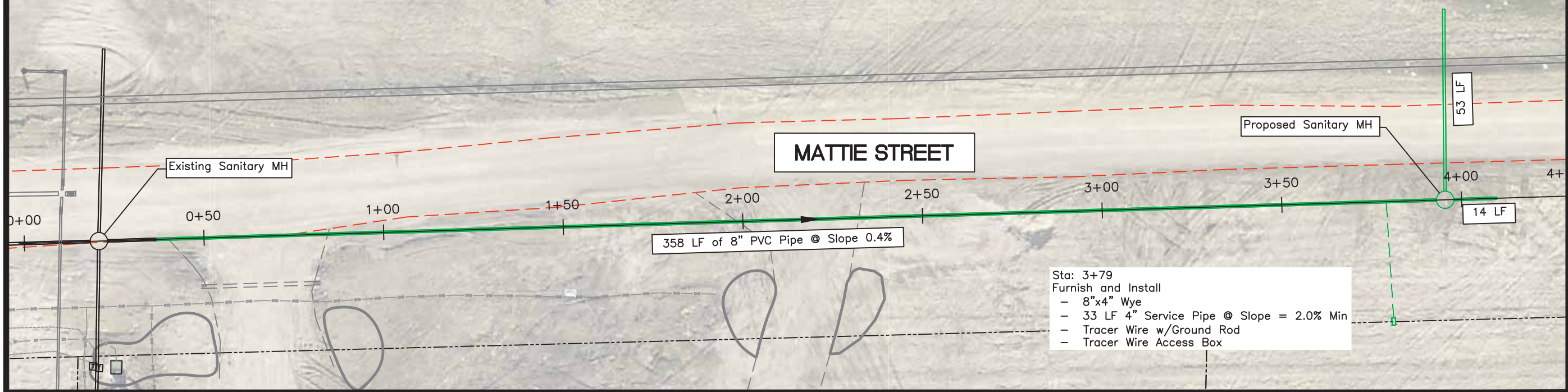
Sta: 0+37.
- Connect to Existing Sanitary

Sta: 0+37 - 3+95
Furnish and Install
- 358 LF 8" PVC Sanitary Sewer
@ Slope = 0.40%

Sta: 3+95
Furnish and Install
Proposed 48" Sanitary MH
Rim Elev. = 1303.37
E Inv. = 1283.31 (8" PVC Pipe)
N Inv. = 1283.31 (8" PVC Pipe)
S Inv. = 1283.21 (8" PVC Pipe)

Sta: 3+95 - 0'-53' Lt.
Furnish and Install
- 53 LF 8" PVC Sanitary Sewer
@ Slope = 0.40%

Sta: 3+95 - 4+09
Furnish and Install
- 14 LF 8" PVC Sanitary Sewer
@ Slope = 0.40%
- 8" Plug - End of Pipe



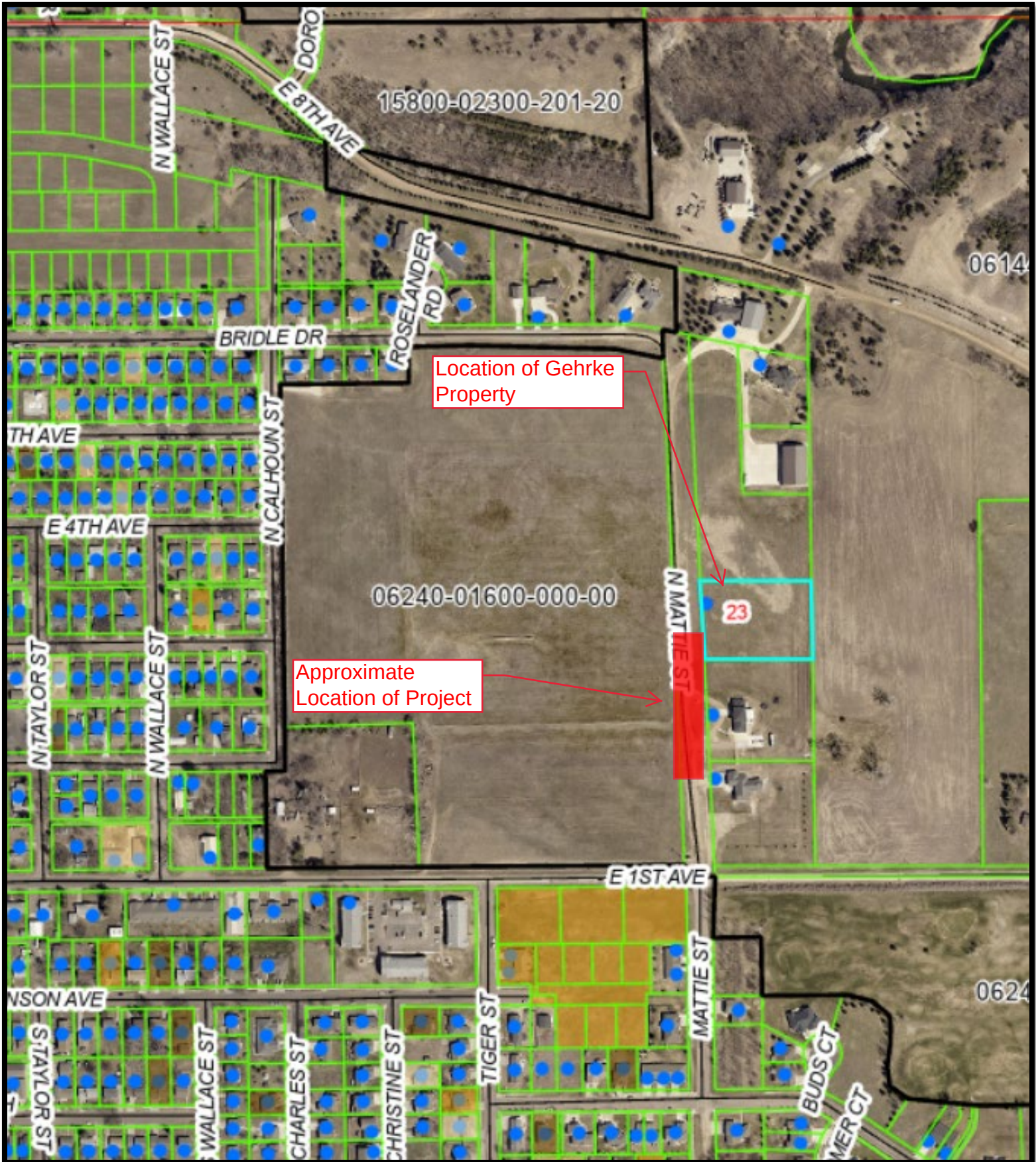
Scale:	1" = 30'
Date:	6-2024
Drawn By:	JHG
Checked:	JDS
Project No.	2024-24
File Name:	Mattie Utilities

Project Name:	Mattie Street Utility Extension
Sheet Name:	Sanitary Sewer Plan/Profile Sheet

Sheet No.	7
of Sheet	13

EXHIBIT B

ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	TOTAL COST	City	Landowner	City Share	Landowner Share
	WATER MAIN								
1	MOBILIZATION	LS	1	\$ 35,000.00	\$ 35,000.00	83.3%	16.7%	\$ 29,155.00	\$ 5,845.00
2	6" C900 DR 18 PVC WATERMAIN	FT	40	\$ 41.78	\$ 1,671.20	83.3%	16.7%	\$ 1,392.11	\$ 279.09
3	12" C900 DR 18 PVC WATERMAIN	FT	370	\$ 80.73	\$ 29,870.10	83.3%	16.7%	\$ 24,881.79	\$ 4,988.31
4	6" MJ GATE VALVE WITH BOX	EA	2	\$ 1,967.90	\$ 3,935.80	83.3%	16.7%	\$ 3,278.52	\$ 657.28
5	12" MJ GATE VALVE WITH BOX	EA	1	\$ 5,013.58	\$ 5,013.58	83.3%	16.7%	\$ 4,176.31	\$ 837.27
6	12" X 6" MJ TEE	EA	1	\$ 1,335.02	\$ 1,335.02	83.3%	16.7%	\$ 1,112.07	\$ 222.95
7	12" MJ PLUG	EA	1	\$ 336.38	\$ 336.38	83.3%	16.7%	\$ 280.20	\$ 56.18
8	6" X 6" MJ TEE	EA	1	\$ 709.02	\$ 709.02	83.3%	16.7%	\$ 590.61	\$ 118.41
9	6" MJ PLUG	EA	1	\$ 174.55	\$ 174.55	83.3%	16.7%	\$ 145.40	\$ 29.15
10	7.0' BURY FIRE HYDRANT	EA	1	\$ 6,205.50	\$ 6,205.50	83.3%	16.7%	\$ 5,169.18	\$ 1,036.32
11	TRACER WIRE ACCESS BOX (WATER)	EA	2	\$ 358.84	\$ 717.68	83.3%	16.7%	\$ 597.83	\$ 119.85
12	CONNECT TO EXISTING WATERMAIN	EA	1	\$ 1,159.75	\$ 1,159.75	83.3%	16.7%	\$ 966.07	\$ 193.68
13	12" X 1" WATER SERVICE TAP	EA	1	\$ 470.51	\$ 470.51	83.3%	16.7%	\$ 391.93	\$ 78.58
14	1" WATER SERVICE PIPING	FT	47	\$ 24.26	\$ 1,140.22	83.3%	16.7%	\$ 949.80	\$ 190.42
15	1" WATER SERVICE CURB STOP	EA	1	\$ 430.04	\$ 430.04	83.3%	16.7%	\$ 358.22	\$ 71.82
16	8" SDR 35 SANITARY SEWER PIPE	FT	425	\$ 71.12	\$ 30,226.00	83.3%	16.7%	\$ 25,178.26	\$ 5,047.74
17	TRACER WIRE ACCESS BOX (SEWER)	EA	1	\$ 360.82	\$ 360.82	83.3%	16.7%	\$ 300.56	\$ 60.26
18	8" x 4" SDR 35 PVC SEWER WYE/TAP	EA	1	\$ 316.14	\$ 316.14	83.3%	16.7%	\$ 263.34	\$ 52.80
19	4" SEWER CAPS/PLUGS	EA	1	\$ 191.54	\$ 191.54	83.3%	16.7%	\$ 159.55	\$ 31.99
20	8" SDR 35 SEWER CAPS/PLUGS	EA	2	\$ 673.93	\$ 1,347.86	83.3%	16.7%	\$ 1,122.77	\$ 225.09
21	CONNECT TO EXISTING SEWER MAIN	EA	1	\$ 2,159.75	\$ 2,159.75	83.3%	16.7%	\$ 1,799.07	\$ 360.68
22	48" MANHOLE	EA	1	\$ 13,385.76	\$ 13,385.76	83.3%	16.7%	\$ 11,150.34	\$ 2,235.42
23	4" SDR 35 PVC SANITARY SEWER SERVICE	FT	33	\$ 38.20	\$ 1,260.60	83.3%	16.7%	\$ 1,050.08	\$ 210.52
24	SALVAGE AND REPLACE TOPSOIL	CY	1	\$ 1,500.00	\$ 1,500.00	83.3%	16.7%	\$ 1,249.50	\$ 250.50
25	TRAFFIC CONTROL, MISCELLANEOUS	LS	1	\$ 2,612.50	\$ 2,612.50	83.3%	16.7%	\$ 2,176.21	\$ 436.29
26	OVERSIZE ROCK FOR TRENCH STABILIZATION	TN	100	\$32.00	\$ 3,200.00	83.3%	16.7%	\$ 2,665.60	\$ 534.40
		Total						\$ 120,560.36	\$ 24,169.96



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:	September 3, 2024	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	NA - Water and Sewer Enterprise Fund
Private Party		
Agenda Item:	Action to Award Bid for North Mattie Utility Extension Project #2024-24		
Explanation/Background of Agenda Item Requested:	Bids were opened on August 14, 2024 in City Hall Council Chambers at 1:30 PM. Eight bids were received as follows: Siteworks Inc. - \$144,730.32 Halme Inc. - \$173,345.00 Menning Excavating, Inc. - \$175,076.50 First Rate Excavate, Inc. - \$194,278.00 Underground Connections - \$199,545.00 605 Companies - \$213,511.25 Flatland Enterprise - \$269,228.00 Precision Grading, LLC - \$320,000.00 Engineer's Estimate - \$184,630.00 Please see the attached bid tabulation for detailed information. The project is under the Engineer's Estimate and staff recommends awarding the bid to Siteworks Inc. City crews will rebuild the gravel road once the utilities have been installed.		

BID TABULATION FOR NORTH MATTIE UTILITY EXTENSION**CITY PROJECT #2024-24****BID OPENING: 1:30 P.M., AUGUST 14, 2024****CITY HALL, MITCHELL, SOUTH DAKOTA**

Bid Schedule A - Utilities				SITEWORKS INC. 4825 N WILCOX DR SIOUX FALLS SD 57104		HALME INC. 44769 SD HWY 28 LAKE NORDAN SD 57248		MENNING EXCAVATING INC. 25462 CORNERSTONE AVE MITCHELL, SD 57301	
Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 12,800.00	\$ 12,800.00	\$ 37,700.00	\$ 37,700.00
2	6" C900 DR 18 PVC WATERMAIN	40	FT	\$ 41.78	\$ 1,671.20	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00
3	12" C900 DR 18 PVC WATERMAIN	370	FT	\$ 80.73	\$ 29,870.10	\$ 100.00	\$ 37,000.00	\$ 94.50	\$ 34,965.00
4	6" MJ GATE VALVE WITH BOX	2	EA	\$ 1,967.90	\$ 3,935.80	\$ 2,000.00	\$ 4,000.00	\$ 1,950.00	\$ 3,900.00
5	12" MJ GATE VALVE WITH BOX	1	EA	\$ 5,013.58	\$ 5,013.58	\$ 5,300.00	\$ 5,300.00	\$ 5,015.00	\$ 5,015.00
6	12" X 6" MJ TEE	1	EA	\$ 1,335.02	\$ 1,335.02	\$ 1,550.00	\$ 1,550.00	\$ 1,535.00	\$ 1,535.00
7	12" MJ PLUG	1	EA	\$ 336.38	\$ 336.38	\$ 925.00	\$ 925.00	\$ 710.00	\$ 710.00
8	6" X 6" MJ TEE	1	EA	\$ 709.02	\$ 709.02	\$ 775.00	\$ 775.00	\$ 770.00	\$ 770.00
9	6" MJ PLUG	1	EA	\$ 174.55	\$ 174.55	\$ 450.00	\$ 450.00	\$ 360.00	\$ 360.00
10	7.0' BURY FIRE HYDRANT	1	EA	\$ 6,205.50	\$ 6,205.50	\$ 8,500.00	\$ 8,500.00	\$ 5,885.00	\$ 5,885.00
11	TRACER WIRE ACCESS BOX (WATER)	2	EA	\$ 358.84	\$ 717.68	\$ 250.00	\$ 500.00	\$ 270.00	\$ 540.00
12	CONNECT TO EXISTING WATERMAIN	1	EA	\$ 1,159.75	\$ 1,159.75	\$ 4,000.00	\$ 4,000.00	\$ 2,055.00	\$ 2,055.00
13	12" X 1" WATER SERVICE TAP	1	EA	\$ 470.51	\$ 470.51	\$ 600.00	\$ 600.00	\$ 810.00	\$ 810.00
14	1" WATER SERVICE PIPING	47	FT	\$ 24.26	\$ 1,140.22	\$ 30.00	\$ 1,410.00	\$ 32.00	\$ 1,504.00
15	1" WATER SERVICE CURB STOP	1	EA	\$ 430.04	\$ 430.04	\$ 390.00	\$ 390.00	\$ 490.00	\$ 490.00
16	8" SDR 35 SANITARY SEWER PIPE	425	FT	\$ 71.12	\$ 30,226.00	\$ 150.00	\$ 63,750.00	\$ 116.00	\$ 49,300.00
17	TRACER WIRE ACCESS BOX (SEWER)	1	EA	\$ 360.82	\$ 360.82	\$ 250.00	\$ 250.00	\$ 245.00	\$ 245.00
18	8" x 4" SDR 35 PVC SEWER WYE/TAP	1	EA	\$ 316.14	\$ 316.14	\$ 360.00	\$ 360.00	\$ 500.00	\$ 500.00
19	4" SEWER CAPS/PLUGS	1	EA	\$ 191.54	\$ 191.54	\$ 10.00	\$ 10.00	\$ 59.00	\$ 59.00
20	8" SDR 35 SEWER CAPS/PLUGS	2	EA	\$ 673.93	\$ 1,347.86	\$ 55.00	\$ 110.00	\$ 150.00	\$ 300.00
21	CONNECT TO EXISTING SEWER MAIN	1	EA	\$ 2,159.75	\$ 2,159.75	\$ 3,100.00	\$ 3,100.00	\$ 2,600.00	\$ 2,600.00
22	48" MANHOLE	1	EA	\$ 13,385.76	\$ 13,385.76	\$ 14,000.00	\$ 14,000.00	\$ 8,535.00	\$ 8,535.00
23	4" SDR 35 PVC SANITARY SEWER SERVICE	33	FT	\$ 38.20	\$ 1,260.60	\$ 55.00	\$ 1,815.00	\$ 54.50	\$ 1,798.50
24	SALVAGE AND REPLACE TOPSOIL	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,850.00	\$ 1,850.00	\$ 4,000.00	\$ 4,000.00
25	TRAFFIC CONTROL, MISCELLANEOUS	1	LS	\$ 2,612.50	\$ 2,612.50	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00
26	OVERSIZE ROCK FOR TRENCH STABILIZATION	100	TN	\$ 32.00	\$ 3,200.00	\$ 40.00	\$ 4,000.00	\$ 35.00	\$ 3,500.00
Total for Bid Schedule A Inclusive				\$ 144,730.32		\$ 173,345.00		\$ 175,076.50	

BID TABULATION FOR NORTH MATTIE UTILITY EXTENSION**CITY PROJECT #2024-24****BID OPENING: 1:30 P.M., AUGUST 14, 2024****CITY HALL, MITCHELL, SOUTH DAKOTA**

Bid Schedule A - Utilities				FIRST RATE EXCAVATE, INC 1509 E 39TH ST. N. SIOUX FALLS SD 57104		UNDERGROUND CONNECTIONS PO BOX 98 HARRISBURG SD 57032		605 COMPANIES 700 E 65TH ST. N. SIOUX FALLS SD 57104	
Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	1	LS	\$ 61,066.00	\$ 61,066.00	\$ 69,250.00	\$ 69,250.00	\$ 68,000.00	\$ 68,000.00
2	6" C900 DR 18 PVC WATERMAIN	40	FT	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00	\$ 50.00	\$ 2,000.00
3	12" C900 DR 18 PVC WATERMAIN	370	FT	\$ 102.00	\$ 37,740.00	\$ 85.00	\$ 31,450.00	\$ 102.00	\$ 37,740.00
4	6" MJ GATE VALVE WITH BOX	2	EA	\$ 2,310.00	\$ 4,620.00	\$ 1,900.00	\$ 3,800.00	\$ 1,950.00	\$ 3,900.00
5	12" MJ GATE VALVE WITH BOX	1	EA	\$ 5,183.00	\$ 5,183.00	\$ 4,800.00	\$ 4,800.00	\$ 5,250.00	\$ 5,250.00
6	12" X 6" MJ TEE	1	EA	\$ 1,282.00	\$ 1,282.00	\$ 1,600.00	\$ 1,600.00	\$ 1,125.00	\$ 1,125.00
7	12" MJ PLUG	1	EA	\$ 425.00	\$ 425.00	\$ 1,000.00	\$ 1,000.00	\$ 575.00	\$ 575.00
8	6" X 6" MJ TEE	1	EA	\$ 782.00	\$ 782.00	\$ 1,000.00	\$ 1,000.00	\$ 650.00	\$ 650.00
9	6" MJ PLUG	1	EA	\$ 320.00	\$ 320.00	\$ 500.00	\$ 500.00	\$ 325.00	\$ 325.00
10	7.0' BURY FIRE HYDRANT	1	EA	\$ 5,700.00	\$ 5,700.00	\$ 5,500.00	\$ 5,500.00	\$ 9,000.00	\$ 9,000.00
11	TRACER WIRE ACCESS BOX (WATER)	2	EA	\$ 253.00	\$ 506.00	\$ 250.00	\$ 500.00	\$ 400.00	\$ 800.00
12	CONNECT TO EXISTING WATERMAIN	1	EA	\$ 2,650.00	\$ 2,650.00	\$ 2,500.00	\$ 2,500.00	\$ 950.00	\$ 950.00
13	12" X 1" WATER SERVICE TAP	1	EA	\$ 604.00	\$ 604.00	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00
14	1" WATER SERVICE PIPING	47	FT	\$ 38.00	\$ 1,786.00	\$ 30.00	\$ 1,410.00	\$ 34.00	\$ 1,598.00
15	1" WATER SERVICE CURB STOP	1	EA	\$ 566.00	\$ 566.00	\$ 800.00	\$ 800.00	\$ 425.00	\$ 425.00
16	8" SDR 35 SANITARY SEWER PIPE	425	FT	\$ 85.00	\$ 36,125.00	\$ 90.00	\$ 38,250.00	\$ 110.00	\$ 46,750.00
17	TRACER WIRE ACCESS BOX (SEWER)	1	EA	\$ 301.00	\$ 301.00	\$ 250.00	\$ 250.00	\$ 375.00	\$ 375.00
18	8" x 4" SDR 35 PVC SEWER WYE/TAP	1	EA	\$ 507.00	\$ 507.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
19	4" SEWER CAPS/PLUGS	1	EA	\$ 189.00	\$ 189.00	\$ 50.00	\$ 50.00	\$ 72.50	\$ 72.50
20	8" SDR 35 SEWER CAPS/PLUGS	2	EA	\$ 224.00	\$ 448.00	\$ 200.00	\$ 400.00	\$ 175.00	\$ 350.00
21	CONNECT TO EXISTING SEWER MAIN	1	EA	\$ 3,950.00	\$ 3,950.00	\$ 1,500.00	\$ 1,500.00	\$ 300.00	\$ 300.00
22	48" MANHOLE	1	EA	\$ 7,005.00	\$ 7,005.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
23	4" SDR 35 PVC SANITARY SEWER SERVICE	33	FT	\$ 61.00	\$ 2,013.00	\$ 45.00	\$ 1,485.00	\$ 47.75	\$ 1,575.75
24	SALVAGE AND REPLACE TOPSOIL	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 6,000.00	\$ 6,000.00	\$ 12,500.00	\$ 12,500.00
25	TRAFFIC CONTROL, MISCELLANEOUS	1	LS	\$ 5,610.00	\$ 5,610.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
26	OVERSIZE ROCK FOR TRENCH STABILIZATION	100	TN	\$ 40.00	\$ 4,000.00	\$ 40.00	\$ 4,000.00	\$ 26.00	\$ 2,600.00
Total for Bid Schedule A Inclusive				\$ 194,278.00		\$ 199,545.00		\$ 213,511.25	

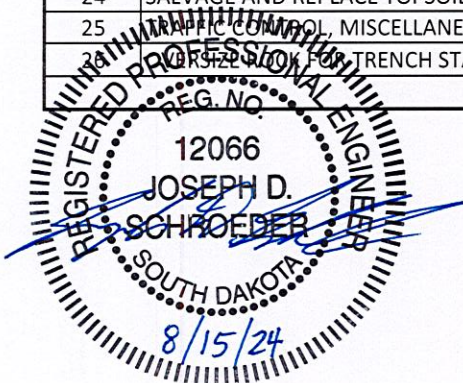
BID TABULATION FOR NORTH MATTIE UTILITY EXTENSION

CITY PROJECT #2024-24

BID OPENING: 1:30 P.M., AUGUST 14, 2024

CITY HALL, MITCHELL, SOUTH DAKOTA

Bid Schedule A - Utilities				FLATLAND ENTERPRISE 44670 GROVER ST WATERTOWN SD 57201		PRECISION GRADING, LLC 40730 247TH ST MITCHELL SD 57301		ENGINEER'S ESTIMATE	
Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	1	LS	\$ 96,800.00	\$ 96,800.00	\$ 70,000.00	\$ 70,000.00	\$ 16,000.00	\$ 16,000.00
2	6" C900 DR 18 PVC WATERMAIN	40	FT	\$ 150.00	\$ 6,000.00	\$ 195.00	\$ 7,800.00	\$ 60.00	\$ 2,400.00
3	12" C900 DR 18 PVC WATERMAIN	370	FT	\$ 111.00	\$ 41,070.00	\$ 195.00	\$ 72,150.00	\$ 140.00	\$ 51,800.00
4	6" MJ GATE VALVE WITH BOX	2	EA	\$ 2,015.00	\$ 4,030.00	\$ 3,700.00	\$ 7,400.00	\$ 3,000.00	\$ 6,000.00
5	12" MJ GATE VALVE WITH BOX	1	EA	\$ 5,481.00	\$ 5,481.00	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00
6	12" X 6" MJ TEE	1	EA	\$ 1,488.00	\$ 1,488.00	\$ 2,400.00	\$ 2,400.00	\$ 3,500.00	\$ 3,500.00
7	12" MJ PLUG	1	EA	\$ 744.00	\$ 744.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
8	6" X 6" MJ TEE	1	EA	\$ 614.00	\$ 614.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00
9	6" MJ PLUG	1	EA	\$ 372.00	\$ 372.00	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00
10	7.0' BURY FIRE HYDRANT	1	EA	\$ 6,354.00	\$ 6,354.00	\$ 11,000.00	\$ 11,000.00	\$ 6,000.00	\$ 6,000.00
11	TRACER WIRE ACCESS BOX (WATER)	2	EA	\$ 381.00	\$ 762.00	\$ 700.00	\$ 1,400.00	\$ 500.00	\$ 1,000.00
12	CONNECT TO EXISTING WATERMAIN	1	EA	\$ 5,488.00	\$ 5,488.00	\$ 3,900.00	\$ 3,900.00	\$ 1,000.00	\$ 1,000.00
13	12" X 1" WATER SERVICE TAP	1	EA	\$ 493.00	\$ 493.00	\$ 1,300.00	\$ 1,300.00	\$ 500.00	\$ 500.00
14	1" WATER SERVICE PIPING	47	FT	\$ 60.00	\$ 2,820.00	\$ 145.00	\$ 6,815.00	\$ 30.00	\$ 1,410.00
15	1" WATER SERVICE CURB STOP	1	EA	\$ 493.00	\$ 493.00	\$ 1,300.00	\$ 1,300.00	\$ 700.00	\$ 700.00
16	8" SDR 35 SANITARY SEWER PIPE	425	FT	\$ 134.00	\$ 56,950.00	\$ 215.00	\$ 91,375.00	\$ 150.00	\$ 63,750.00
17	TRACER WIRE ACCESS BOX (SEWER)	1	EA	\$ 381.00	\$ 381.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00
18	8" x 4" SDR 35 PVC SEWER WYE/TAP	1	EA	\$ 251.00	\$ 251.00	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00
19	4" SEWER CAPS/PLUGS	1	EA	\$ 251.00	\$ 251.00	\$ 360.00	\$ 360.00	\$ 250.00	\$ 250.00
20	8" SDR 35 SEWER CAPS/PLUGS	2	EA	\$ 191.00	\$ 382.00	\$ 400.00	\$ 800.00	\$ 450.00	\$ 900.00
21	CONNECT TO EXISTING SEWER MAIN	1	EA	\$ 5,246.00	\$ 5,246.00	\$ 850.00	\$ 850.00	\$ 1,000.00	\$ 1,000.00
22	48" MANHOLE	1	EA	\$ 8,100.00	\$ 8,100.00	\$ 11,000.00	\$ 11,000.00	\$ 8,000.00	\$ 8,000.00
23	4" SDR 35 PVC SANITARY SEWER SERVICE	33	FT	\$ 39.00	\$ 1,287.00	\$ 150.00	\$ 4,950.00	\$ 40.00	\$ 1,320.00
24	SALVAGE AND REPLACE TOPSOIL	1	LS	\$ 5,100.00	\$ 5,100.00	\$ 4,700.00	\$ 4,700.00	\$ 3,000.00	\$ 3,000.00
25	TRAFFIC CONTROL MISCELLANEOUS	1	LS	\$ 6,171.00	\$ 6,171.00	\$ 2,400.00	\$ 2,400.00	\$ 3,000.00	\$ 3,000.00
26	PROPOSED TRENCH STABILIZATION	100	TN	\$ 121.00	\$ 12,100.00	\$ 50.00	\$ 5,000.00	\$ 25.00	\$ 2,500.00
Total for Bid Schedule A Inclusive					\$ 269,228.00		\$ 320,000.00		\$ 184,630.00



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	September 3, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	NA - Special Assessment Account		
Agenda Item:	Action to Approve Agreement #A2024-59, Civil Engineering Service for CJM Consulting for Sam Street Extension with SPN & Associates		
Explanation/Background of Agenda Item Requested:	SPN & Associates has been requested by the City to complete a special assessment role and provide construction engineering services. The City will complete an assessment for the extension of Sam Street. The existing portion of Sam Street is a rural section asphalt road. The new extension will remain a rural section with asphalt surfacing. SPN will provide the assessment role, cost breakout spreadsheet and appropriate professional engineering support for the project. Staff recommends City Council approval of the attached agreement from SPN at an estimated amount of \$5,000 for the services identified in the agreement. SPN will notify the City if costs exceed \$5,000.		

August 12, 2024

Joe Schroeder, Public Works Director
City of Mitchell
612 N Main Street
Mitchell SD 57301

RE: Agreement for Civil Engineering Services
CJM Consulting Inc- Sam Street Extension
Mitchell, South Dakota

Dear Mr. Schroeder:

The firm of Schmucker, Paul, Nohr and Associates is offering the following Proposal / Letter of Agreement for professional services to be rendered for the civil engineering special assessment and construction services of the CJM Consulting Inc- Sam Street Extension project in Mitchell, South Dakota hereinafter referred to as the Project.

If accepted, this document will serve as a Letter of Agreement for engineering services between the City of Mitchell, hereinafter referred to as Client, and Schmucker, Paul, Nohr & Associates, hereinafter referred to as SPN, for the services as described in the following Scope of Work.

Scope of Work: SPN will perform professional engineering services, serve as your professional civil engineering representative and provide professional civil engineering consultation and advice as requested (verbally or in writing) by you or another official representative as designated by the Client in connection with the Project. Specifically, the scope of services that we would intend to provide in connection with this Project includes the following:

SPECIAL ASSESSMENT SERVICES

1. SPN will complete initial and final special assessment roll for the proposed improvements and regulations.

BIDDING PHASE SERVICES

1. Specifically excluded from this Letter of Agreement is assisting the client with soliciting or evaluating prices on bids for the construction of the project and attending a pre-bid conference or bid opening.

CONSTRUCTION PHASE SERVICES

1. During the Construction Phase of the Project, SPN will:
 - a. Make periodic visits to the Project site to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Drawings and the Specifications. Such visits and observations by SPN are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to SPN in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking the Work based on SPN's exercise of professional judgment as assisted by the Resident Project Representative. The purpose of SPN's visits to the site will be to enable SPN to better carry out the duties and responsibilities assigned to and undertaken by SPN during the Construction Phase and, in addition, by exercise of SPN's efforts as an experienced and qualified design professional, to provide the Client a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s).
 - b. Not, during such periodic visits or as a result of observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall SPN have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions or programs incident to the work of the Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, SPN shall neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents. SPN shall endeavor to guard Owner against defective work on the basis of such periodic visits.
 - c. Not be responsible for the acts of or defects or omissions in the work of the Contractor(s), or any subcontractor or supplier's employees, or that of any other persons (except SPN's own employees and agents) or entities responsible for performing any of the work result as contained in the Construction Contract. Nothing contained in the paragraphs describing Construction Phase Services shall be construed to release SPN from liability for failure to properly perform duties and responsibilities assumed and undertaken by SPN in this Agreement.

The duties and responsibilities of SPN may be amended and supplemented by an amendment to this Agreement.

SPN intends to render the services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either expressed or implied.

Compensation: It is proposed that compensation for services as described above shall be as follows:

1. The compensation for services described shall be on the basis of the hourly rates plus reimbursable expenses in effect at the time the work is completed. For purposes of establishing a project budget, an amount of **\$5,000** has been estimated for this portion of the Scope of Work.

The Client agrees to compensate SPN for Additional Services which are defined as those not specifically described in the Scope of Work as set forth above and performed as directed by the Client in connection with the project. The Client hereby agrees to compensate SPN for the actual costs incurred on the basis of the hourly rates and charges in effect at the time the services are performed.

Costs of independent consulting and testing services are not included in the above estimates and will, if deemed necessary and authorized by the Client, be invoiced at actual cost incurred plus an assumed risk fee of 10% of the incurred cost.

Billings & Payments: Invoices for the services of SPN shall be submitted, at SPN's option, either upon completion of such services or on a monthly basis. Invoices shall be due and owing within thirty (30) days of the invoice date. Past due amounts owed shall include a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid ninety (90) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Invoices and billings submitted by SPN shall not be subject to the retainage or withholding provisions in any contract the Client may have with other parties.

Client's Responsibilities: The Client's representatives shall receive and examine documents submitted by SPN, interpret and define the Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of SPN's services.

The Client shall compensate SPN for services rendered under this Agreement.

Site Access: The Client shall obtain all ownership of property or easements, rights-of-way and permits as may be necessary and/or shall guarantee full and free access for SPN to enter upon all public and private property required for the performance of SPN's services under this Agreement. SPN will take precautions to minimize damage due to these activities. The Client shall be responsible for any damage that may be caused and costs of restoration.

Dispute Resolution: Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees and court costs incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

Indemnification: To the fullest extent permitted by law, the Client shall indemnify and hold harmless SPN, SPN's officers, directors, partners and employees and SPN's Consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the Client or the Client's officers, directors, partners, employees and the Client's Consultants in the performance and furnishing of SPN's services under this Agreement.

SPN is not nor shall it be considered to be a party to or subject to the conditions of any other agreement the Client may have with any other party in connection with this Project.

Certifications: SPN shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence that SPN cannot ascertain.

Limitation of Liability: The Client and SPN have evaluated their risks, rewards and benefits of the Project and SPN's fees for services to be performed. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, SPN's total liability to the Client and to any other individual or entity claiming by, through or under the Client any cost, loss or damages caused wholly or in part due to SPN's professional negligent acts, errors, or omissions, such that the total aggregate liability of SPN to those named shall not exceed One Hundred Thousand Dollars (\$100,000) or SPN's total fee for services rendered on this Project, whichever is greater.

General Conditions: Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Termination of Services: If the Client fails to make payments due SPN within the thirty (30) day period set forth above, SPN may, after giving seven days written notice to the Client, and without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend or terminate services under this Letter of Agreement.

This Letter of Agreement may be terminated for any reason by either party by seven days written notice. If this Agreement is terminated, SPN shall be paid for services performed to the termination notice date including Reimbursable Expenses.

Ownership of Documents: All studies, reports, and other work products of SPN for this Project are instruments of service for the Project only and shall remain the property of SPN whether the Project is completed or not. The Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others. However, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without written verification or adaptation by SPN for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to SPN and the Client shall indemnify and hold harmless SPN and their

Joe Schroeder, Public Works Director
August 12, 2024
Page 5

consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting therefrom.

Opinions of Probable Cost: SPN's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of SPN's experience and qualifications and represent SPN's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. However, since SPN has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, SPN cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by SPN.

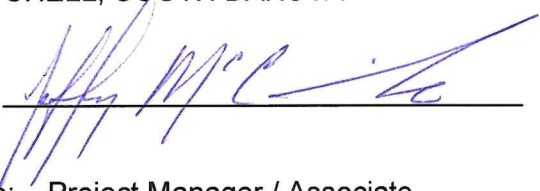
Acceptance/Notice to Proceed: By signing this Letter of Agreement the Client accepts the terms and conditions as set forth herein and hereby authorizes SPN to proceed with the performance of the services as set forth herein effective the date of this letter.

CITY OF MITCHELL
MITCHELL, SOUTH DAKOTA

By: _____

Title: _____

SPN AND ASSOCIATES INC
MITCHELL, SOUTH DAKOTA

By:  _____

Title: Project Manager / Associate

ATTEST

By: _____

Title: _____

Date of Acceptance: _____

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:	September 3, 2024	Requested By:	Michelle Bathke
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action to Approve Resolution #R2024-49, Levying Business Improvement District #3 Special Assessments for 2024-2025		
Explanation/Background of Agenda Item Requested:	Levying Special Assessments for BID #3 for 2024-2025. This will be the 7th year of assessments for this Business Improvement District. The amounts are levied based on property valuation, the method adopted in the ordinance creating BID #3. Amounts are payable by December 31st and June 30th.		

RESOLUTION NO. R2024-49

**A RESOLUTION IMPLEMENTING AN OCCUPATIONAL TAX FOR
BUSINESS IMPROVEMENT DISTRICT #3**

WHEREAS a public hearing was held on September 3, 2024 by the City Council for the City of Mitchell, South Dakota regarding levying of special assessment for properties included in Business Improvement District #3 (BID #3); and

WHEREAS the City Council following said hearing has determined that the special assessments are proper and reflect the special benefit to each property proposed to be assessed; and

WHEREAS the assessment roll has been reviewed and found to be acceptable;

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

1. That as required by Ordinance #O2018-05, a BID #3 assessment “year” is hereby established to begin on July 1st and continue until June 30th of the following year.
2. The special assessments for BID #3 as outlined in the attached assessment roll are hereby levied against the properties listed in the assessment roll.
3. These assessments shall be due and payable in two installments, the first half due on or before December 31, 2024 and the remainder due on or before June 30, 2025. The assessments shall be collected under Ordinance #O2018-05 and Plan Two as provided by SDCL 9-43-102.
4. Such assessments shall be subject to the provisions of Ordinance #O2018-05.

Adopted by the Mitchell, South Dakota City Council in regular session this 3rd day of September, 2024, with:

0 votes cast in favor of adoption,
0 votes cast against adoption, and
0 votes abstaining.

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

**NOTICE OF HEARING ON CITY OF MITCHELL, SOUTH DAKOTA RESOLUTION
LEVYING THE 2024 SPECIAL ASSESSMENTS FOR BUSINESS IMPROVEMENT
DISTRICT NO. 3 (RESOLUTION NO. R2024-49)**

PLEASE TAKE NOTICE that the City Council of the City of Mitchell, SD, shall on the date of September 3, 2024 at 6:00 P.M. at the City Council Chambers in City Hall, 612 N Main Street, Mitchell, SD 57301, hold and conduct a hearing as to the 2024 special assessments for properties included in Business Improvement District #3 of the City of Mitchell, South Dakota. The purpose of said assessments being to support public facilities, improvements, and activities which enhance and revitalize the BID #3 area. At such hearing, the City Council shall:

1. Hear any protests and receive evidence for or against the proposed action;
2. Rule upon written protests received prior to the close of the hearing, which ruling shall be final.
3. Continue the hearing from time to time as the Governing Body deems necessary.

The properties and amounts of special assessments are as shown in **Exhibit A**, attached hereto and incorporate by reference.

Dated this 24th day of July, 2024.

CITY OF MITCHELL, SD

(seal)

Michelle Bathke – City Finance Officer

Published twice at the approximate cost of _____.

Exhibit A

BID #3 Properties and Assessment Amounts

Business Name & Address	Property Legal Description	Property Owner Name & Address	2024 Assessment Amount
The Depot Pub and Grill 112 E Railroad Mitchell, SD 57301	LOTS R-1 DEPOT ADDITION N 1/2 SW 1/4 22-103-60 DEPOT ADD'N-SW(22)	V.F. Railroad Properties LLC PO Box 1163 Mitchell, SD 57301	\$1,805.16
Tobin's Transfer Parking Lot 1st Ave and Railroad Mitchell, SD 57301	LOT R-2 DEPOT ADDN IN N1/2 SW1/4 IN 22- 103-60 DEPOT ADD'N-SW(22)	Timothy Allen 25247 413 th Ave Mitchell, SD 57301	\$120.00
The Window Shop 124 S Main Street Mitchell, SD 57301	LOTS 8 & 9 BLK 19 ORIGINAL MITCHELL- NE&SE(21)	Benjamin & Lori Kalovsky / Arlen Schuh 124 S Main Street Mitchell, SD 57301	\$983.77
Marilyn's Designers Den 122 S Main Street Mitchell, SD 57301	LOT 10 & S 1.5 OF LOT 11 BLOCK 19 ORIGINAL MITCHELL- NE&SE(21)	Krohmer Properties LLC PO Box 1264 Mitchell, SD 57301	\$780.39
Casey's General Store 100 S Main Street Mitchell, SD 57301	LOT 16 THRU 20 BLK 19 ORIGINAL MITCHELL-NE&SE(21)	Casey's Retail Company PO Box 54288 Lexington, KY 40555	\$2,617.90
Parking Lot 109 S Main Street Mitchell, SD 57301	LOT 5 BLK 18 ORIGINAL MITCHELL- NE&SE(21)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	\$120.00
Parking Lot 107 S Main Street Mitchell, SD 57301	LOT 4 BLK 18 ORIGINAL MITCHELL- NE&SE(21)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	\$120.00
Parking Lot 105 S Main Street Mitchell, SD 57301	LOT 3 BLK 18 ORIGINAL MITCHELL- NE&SE(21)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	\$120.00
Navin Apartment Complex 101 S Main Street Mitchell, SD 57301	LOTS 1 & 2 BLK 18 ORIGINAL MITCHELL- NE&SE(21)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	\$3,000.00
Dikun Properties LLC 100 N Main Street Mitchell, SD 57301	LOT 7 BLK 12 ORIGINAL MITCHELL- NE&SE(21)	Dikun Properties LLC Peter Dikun 34668 S Garfield Ave Dell Rapids, SD 57022	\$606.27
Dykstra Lot 102 N Main Street Mitchell, SD 57301	LOT 8 BLK 12 ORIGINAL MITCHELL- NE&SE(21)	Brandon/Rachel Dykstra	\$120.00

		1010 S Miller Street Mitchell, SD 57301	
Dykstra Wood Works 104 N Main Street Mitchell, SD 57301	LOT 9 BLK 12 ORIGINAL MITCHELL- NE&SE(21)	Brandon/Rachel Dykstra 1010 S Miller Street Mitchell, SD 57301	\$411.69
Jerry Carey Travel 106 N Main Street Mitchell, SD 57301	LOT 10 BLK 12 ORIGINAL MITCHELL- NE&SE(21)	Risk Management Inc PO Box 1105 Mitchell, SD 57301	\$354.97
La Tequilera 108 N Main Street Mitchell, SD 57301	LOT 11 BLK 12 ORIGINAL MITCHELL- NE&SE(21)	Pepe's Painting LLC 301 S Cory Pl Sioux Falls, SD 57110	\$608.71
Big Dummy's 110 N Main Street Mitchell, SD 57301	LOT 12 BLK 12 ORIGINAL MITCHELL- NE&SE(21)	Bates Rentals LLC 112 N Main Street Mitchell, SD 57301	\$180.01
Big Dummy's Bar 112 N Main Street Mitchell, SD 57301	LOT 13 BLK 12 ORIGINAL MITCHELL- NE&SE(21)	Bates Rentals LLC 112 N Main Street Mitchell, SD 57301	\$559.07
Aflac 114 N Main Street Mitchell, SD 57301	LOT 14 BLK 12 ORIGINAL MITCHELL- NE&SE(21)	Eric Palmer 105 Andrews Street Mitchell, SD 57301	\$518.55
Untamed Play 116 N Main Street Mitchell, SD 57301	LOT 15 BLK 12 ORIGINAL MITCHELL- NE&SE(21)	Untamed Play LLC 820 W 5 th Mitchell, SD 57301	\$425.72
Charlie's Shoe Repair 118 N Main Street Mitchell, SD 57301	LOT 16 BLK 12 ORIGINAL MITCHELL- NE&SE(21)	Curtis Cobbler Company, LLC 118 N Main Street Mitchell, SD 57301	\$309.12
115 N Main Street Mitchell, SD 57301	LOT 5 EX W88' BLK 13 ORIGINAL MITCHELL- NE&SE(21)	AM & LM LLC 700 N Sanborn Blvd Mitchell, SD 57301	\$120.00
117 N Main Street Mitchell, SD 57301	LOT 4 BLK 13 ORIGINAL MITCHELL- NE&SE(21)	AM & LM LLC 700 N Sanborn Blvd Mitchell, SD 57301	\$120.00
Ameriprise Financial 119 N Main Street Mitchell, SD 57301	LOTS 2 & 3 BLK 13 ORIGINAL MITCHELL- NE&SE(21)	KL City Properties 119 N Main Street Mitchell, SD 57301	\$1,233.05
Mitchell Float Spa 121 N Main Street Mitchell, SD 57301	LOTS 2 & 3 BLK 13 ORIGINAL MITCHELL- NE&SE(21)	KL City Properties 119 N Main Street Mitchell, SD 57301	include above

John Adamo 3150 H Street Sacramento, CA 95816	LOT 1 BLK 13 ORIGINAL MITCHELL- NE&SE(21)	John Adamo 3150 H Street Sacramento, CA 95816	\$148.36
Crane Realty 200 N Main Street Mitchell, SD 57301	LOT 7 BLK 9 ORIGINAL MITCHELL-NE&SE(21)	JX4 LLC 200 N Main Street Mitchell, SD 57301	\$595.41
Ed's Pet World 206 N Main Street Mitchell, SD 57301	LOTS 8 & 9 BLK 9 ORIGINAL MITCHELL- NE&SE(21)	Edward and Eileen Anderson 412 Wildwood Ave Mitchell, SD 57301	\$689.57
208 N Main Street Mitchell, SD 57301	LOTS 10 & 11 BLK 9 ORIGINAL MITCHELL- NE&SE(21)	John Adamo 3150 H Street Sacramento, CA 95816	\$701.53
Xtreme Dance Studio 210 N Main Street Mitchell, SD 57301	LOT 12 BLK 9 ORIGINAL MITCHELL- NE&SE(21)	John Adamo 3150 H Street Sacramento, CA 95816	\$834.25
K&B Archery 212 N Main Street Mitchell, SD 57301	LOT 13 BLK 9 ORIGINAL MITCHELL- NE&SE(21)	Lauritsen Legacy Properties LLC 2111 Quiett Lane Mitchell, SD 57301	\$569.55
Midtown Treasures 214 N Main Street Mitchell, SD 57301	LOT 14 BLK 9 ORIGINAL MITCHELL- NE&SE(21)	Clarke Companies LLC 47035 250th Street Baltic, SD 57003	\$635.03
216 N Main Street Mitchell, SD 57301	LOT 15 BLK 9 ORIGINAL MITCHELL- NE&SE(21)	Cortney Olinger 216 N Main Mitchell, SD 57301	\$663.20
BR The Diamond Store 218 N Main Street Mitchell, SD 57301	LOT 16 BLK 9 ORIGINAL MITCHELL- NE&SE(21)	Bryan & April Rickel 813 W 4 th Ave Mitchell, SD 57301	\$488.41
BR The Diamond Store 220 N Main Street Mitchell, SD 57301	LOTS 17 & 18 BLOCK 9 ORIGINAL MITCHELL-NE&SE(21)	Bryan & April Rickel 813 W 4 th Ave Mitchell, SD 57301	\$120.00
Dr Lucky's Lot 201 N Main Street Mitchell, SD 57301	LOT 12 BLK 8 ORIGINAL MITCHELL- NE&SE(21)	KCM Enterprises LLC 609 W Walnut Parkston, SD 57366	\$120.00
Dr Lucky's 205 N Main Street Mitchell, SD 57301	LOTS 10 & 11 BLK 8 ORIGINAL MITCHELL- NE&SE(21)	KCM Enterprises LLC 609 W Walnut Parkston, SD 57366	\$865.98
Geyerman's Clothing 207 N Main Street Mitchell, SD 57301	LOTS 8 & 9 BLK 8 ORIGINAL MITCHELL- NE&SE(21)	Patty Sasker/Tammy Van Dyke 201 W Main Street Pipestone, MN 56164	\$935.88

Michael's Toggery 211 N Main Street Mitchell, SD 57301	LOT 7 EX N4" BLK 8 ORIGINAL MITCHELL- NE&SE(21)	Michael's Toggery 3009 Maui Drive Mitchell, SD 57301	\$1,035.51
Harve's Sports Shop 213 N Main Street Mitchell, SD 57301	LOT 6 & N4" OF LOT 7 BLK 8 ORIGINAL MITCHELL-NE&SE(21)	James Johnston 213 N Main Street Mitchell, SD 57301	\$459.19
Tickled Pink Boutique 217 N Main Street Mitchell, SD 57301	LOTS 3 & 4 BLK 8 ORIGINAL MITCHELL- NE&SE(21)	Sabers Properties LLC 27 Arrowhead Pass Mitchell, SD 57301	\$1,096.11
Western Building 223 N Main Street Mitchell, SD 57301	LOTS 1 & 2 BLK 8 ORIGINAL MITCHELL- NE&SE(21)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	\$3,000.00
John/Diane Adamo 300 N Main Street Mitchell, SD 57301	LOTS 7 8 9 & 10 BLK 2 ORIGINAL MITCHELL- NE&SE(21)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	\$3,000.00
Your Shop 302 N Main Street Mitchell, SD 57301	LOTS 7 8 9 & 10 BLK 2 ORIGINAL MITCHELL- NE&SE(21)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	included above
Harve's Pro Prints 308 N Main Street Mitchell, SD 57301	SOUTH 24.5' OF LOT 11 BLK 2 ORIGINAL MITCHELL-NE&SE(21)	James Johnston 67 S Harmon Drive Mitchell, SD 57301	\$314.99
412 Investments LLC 310 N Main Street Mitchell, SD 57301	NORTH 6" OF LOT 11 & ALL OF LOT 12 BLK 2 ORIGINAL MITCHELL-NE&SE(21)	412 Investments LLC 25308 404 th Ave Mitchell, SD 57301	\$461.04
Kononia Kafe 312 N Main Street Mitchell, SD 57301	LOT 13 BLK 2 ORIGINAL MITCHELL- NE&SE(21)	Edwin & Leona Waldner 41849 SD Hwy 38 Fulton, SD 57340	\$876.01
Q Jewelry 314 N Main Street Mitchell, SD 57301	LOT 14 BLK 2 ORIGINAL MITCHELL- NE&SE(21)	Executive Investments LLC 4832 Chalkstone Dr Rapid City, SD 57701	\$396.97
The Collective 316 N Main Street Mitchell, SD 57301	S24'-8" OF LOT 15 BLK 2 ORIGINAL MITCHELL-NE&SE(21)	Fingerprint Group LLC 316 N Main Street Mitchell, SD 57301	\$649.25
Hard Drive Central 318 N Main Street Mitchell, SD 57301	NORTH 4 INCHES OF LOT 15 & ALL OF LOT 16 BLOCK 2 ORIGINAL MITCHELL-NE&SE(21)	Mark VandenHoek 3220 N Main Mitchell, SD 57301	\$1,165.18
Hardcore Inc 320 N Main Street Mitchell, SD 57301	LOT 17 BLK 2 ORIGINAL MITCHELL- NE&SE(21)	David Finnell 320 N Main Street Mitchell, SD 57301	\$805.75

Browns Shoe Fit 322 N Main Street Mitchell, SD 57301	LOT 18 BLK 2 ORIGINAL MITCHELL- NE&SE(21)	David & Melissa Schwalm 711 W 16 th Ave Mitchell, SD 57301	\$808.72
301 N Main Street Mitchell, SD 57301	LOTS 11 & 12 BLK 3 ORIGINAL MITCHELL- NE&SE(21)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	\$120.00
303 N Main Street Mitchell, SD 57301	LOTS 11 & 12 BLK 3 ORIGINAL MITCHELL- NE&SE(21)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	included above
305 N Main Street Mitchell, SD 57301	LOT 10 BLK 3 ORIGINAL MITCHELL- NE&SE(21)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	\$120.00
307 N Main Street Mitchell, SD 57301	LOT 9 BLK 3 ORIGINAL MITCHELL-NE&SE(21)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	\$120.00
Einstein's Vintage 317 N Main Street Mitchell, SD 57301	LOTS 4 5 & N5 FT OF LOT 6 BLK 3 ORIGINAL MITCHELL-NE&SE(21)	Dan Hauser/Brenda Olesen 412 N Main Street Mitchell, SD 57301	\$1,255.50
Ekklesia 319 N Main Street Mitchell, SD 57301	LOTS 2 & 3 EX W 50' BLK 3 ORIGINAL MITCHELL-NE&SE(21)	Ekklesia 42771 244 th Street Canova, SD 57321	\$620.73
Cell Phone Repair Pro 323 N Main Street Mitchell, SD 57301	LOT 1 & W50' OF LOTS 2 & 3 IN BLK 3 ORIGINAL MITCHELL- NE&SE(21)	Kirch Real Estate 323 N Main Street Mitchell, SD 57301	\$615.43
Midtown Plaza 400 N Main Street Mitchell, SD 57301	LOTS 5 THRU 9 BLK 110 LAWLERS 1ST ADDN-NE(21)	John Adamo 3150 H Street Sacramento, CA 95816	\$3,000.00
Palace City Coin 400 N Main Street Mitchell, SD 57301	LOTS 5 THRU 9 BLK 110 LAWLERS 1ST ADDN-NE(21)	John Adamo 3150 H Street Sacramento, CA 95816	included above
Second Impression Palace 412 N Main Street Mitchell, SD 57301	LOTS 2A 3 & 4 BLK 110 LAWLERS 1ST ADDN-NE(21)	Dan Hauser/Brenda Olesen 721 W Hanson Ave Mitchell, SD 57301	\$976.35
401 Create 401 N Main Street Mitchell, SD 57301	LOTS 7 & 8 BLK 109 LAWLERS 1ST ADDN- NE(21)	Lifquest Inc 804 N Mentzer Mitchell, SD 57301	\$2,255.18
Board & Brush 405 N Main Street Mitchell, SD 57301	LOTS 5 & 6 BLK 109 LAWLERS 1ST ADDN- NE(21)	Boyd Reimnitz 817 N Sanborn Blvd Mitchell, SD 57301	\$656.66

Norm & Mark's 407 N Main Street Mitchell, SD 57301	LOTS 3 & 4 BLK 109 LAWLERS 1ST ADDN- NE(21)	Boyd Reimnitz 817 N Sanborn Blvd Mitchell, SD 57301	\$145.59
Iglesia Cristiana 413 N Main Street Mitchell, SD 57301	LOT 2 BLK 109 LAWLERS 1ST ADDN- NE(21)	Boyd Reimnitz 817 N Sanborn Blvd Mitchell, SD 57301	\$294.55
Oh My Carpet LLC 415 N Main Street Mitchell, SD 57301	LOT 1 BLK 109 LAWLERS 1ST ADDN- NE(21)	Oh My Carpet LLC 41210 Hwy 38 Mitchell, SD 57301	\$326.49
417 N Main Street #104 Mitchell, SD 57301	LOTS 1 2 3 & 4 BLK 13 ROWLEYS 1ST ADDN- NW(22)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	\$3,000.00
Craig Ryan Designs 417 N Main Street #100 Mitchell, SD 57301	LOTS 1 2 3 & 4 BLK 13 ROWLEYS 1ST ADDN- NW(22)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	included above
Crazy About Cupcakes 417 N Main Street #102 Mitchell, SD 57301	LOTS 1 2 3 & 4 BLK 13 ROWLEYS 1ST ADDN- NW(22)	John/Diane Adamo 3150 H Street Sacramento, CA 95816	included above
Scoreboard Pub & Grill 522 N Main Street Mitchell, SD 57301	LOTS 16, 17, AND 18 BLK 11 ROWLEYS 1ST ADDN-NW(22)	Mitchell Area Chamber of Commerce 601 N Main Street Mitchell, SD 57301	\$931.84
Chris Nipe Attorney 100 W 5th Ave Mitchell, SD 57301	LOTS 11 AND 12 BLK 12 ROWLEYS 1ST ADDN-NW(22)	Volesky Properties 404 Homer Ct #4 Mitchell, SD 57301	\$991.48
The Back 40 505 N Main Street Mitchell, SD 57301	LOT 10 BLK 12 ROWLEYS 1ST ADDN- NW(22)	Keke Leiferman 614 E 6 th Ave Mitchell, SD 57301	\$474.30
The Back 40 511 N Main Street Mitchell, SD 57301	LOTS 5 THROUGH 9 BLK 12 ROWLEYS 1ST ADDN-NW(22)	Keke Leiferman 614 E 6 th Ave Mitchell, SD 57301	\$1,693.30
Sherwin Williams 517 N Main Street Mitchell, SD 57301	LOTS 3 AND 4 BLK 12 ROWLEYS 1ST ADDN- NW(22)	AWF Properties, LLC 519 N Main Street Mitchell, SD 57301	\$843.83
Alvine Law Firm 519 N Main Street Mitchell, SD 57301	LOTS 3 AND 4 BLK 12 ROWLEYS 1ST ADDN- NW(22)	AWF Properties, LLC 519 N Main Street Mitchell, SD 57301	included above
Jones Supply 523 N Main Street Mitchell, SD 57301	LOTS 1 AND 2 BLK 12 ROWLEYS 1ST ADDN- NW(22)	Debra Jones 521 N Main St Mitchell, SD 57301	\$889.34

Mitchell Area Chamber of Commerce 601 N Main Street Mitchell, SD 57301	LOTS 7 THRU 12 BLK 5 ROWLEYS 1ST ADDN-NW(22)	Mitchell Area Chamber of Commerce 601 N Main Street Mitchell, SD 57301	\$1,834.19
Corn Palace Gift Shop 601 N Main Street Mitchell, SD 57301	LOTS 7 THRU 12 BLK 5 ROWLEYS 1ST ADDN-NW(22)	Mitchell Area Chamber of Commerce 601 N Main Street Mitchell, SD 57301	included above
Cornerstone Too 613 N Main Street Mitchell, SD 57301	LOT 6 BLK 5 ROWLEYS 1ST ADDN-NW(22)	Terry & Gwenda Koch 1424 Park Dr Mitchell, SD 57301	\$462.03
Main Street Mercantile 615 N Main Street Mitchell, SD 57301	LOTS 3 4 AND 5 BLK 5 ROWLEYS 1ST ADDN-NW(22)	CJG Properties LLC 909 N Main Street Mitchell, SD 57301	\$1,291.42

NOTICE OF PUBLIC HEARING
for the
LAKE MITCHELL PROJECT

The City of Mitchell is seeking up to **\$16,815,900** of funding from the Board of Water and Natural Resources to undertake actions designed to improve the water quality in Lake Mitchell. The funds could be either a grant from the state Consolidated Water Facilities Construction Program or a loan from the Clean Water State Revolving Fund Program. The expected Clean Water SRF loan terms are 3.75% for 30 years, and the Board of Water and Natural Resources may forgive all or a portion of the loan principal. The amount of funds, source of funds, and terms will be determined by the Board of Water and Natural Resources when the application is presented at a scheduled board meeting.

A public hearing will be held at the Mitchell City Hall council chambers on September 3, 2024 at 6:30 PM to discuss the project, the proposed financing, and the source of repayment for the loan. The public is invited to attend and comment on the project. Notice is further given to persons with disabilities that this hearing is being held at a physically accessible location. Please contact the city administrator's office at 995-8143 if you have any questions about the hearing.

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:	September 3, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Lake Mitchell Project Application and Resolution #R2024-57, Sanitary/Storm Sewer Facilities Application with SDDANR		
Explanation/Background of Agenda Item Requested:	Resolution 2024-57 authorizes the City Council to approve and execute an application for financial assistance through the South Dakota Board of Water and Natural Resources. The resolution also designates the Mayor to execute and submit the application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the project. The application for financial assistance is in an amount not to exceed \$16,815,900. The loan term will be 30-years at a rate of 3.75%. Staff recommends approval of Resolution 2024-57 and to authorize the Mayor to sign.		

RESOLUTION NO. R2024-57

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

WHEREAS the City of Mitchell (the “City”) has determined it is necessary to proceed with the Lake Mitchell Project (the “Project”); and

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

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

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed **\$16,815,900** to the South Dakota Board of Water and Natural Resources for the Project.
2. The Mayor is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Adopted at Mitchell, South Dakota, this 3rd day of September 2024.

APPROVED:

(Seal)

Jordan Hanson, Mayor
City of Mitchell

Attest: _____
Michelle Bathke, Municipal Finance Officer
City of Mitchell

Sanitary/Storm Sewer Facilities Funding Application

Clean Water State Revolving Fund Program (CWSRF)
Consolidated Water Facilities Construction Program (CWFCP)

Applicant: City of Mitchell Address: 612 N. Main St Mitchell, SD 57301	Proposed Funding Package
Subapplicant:	Requested Funding <u>\$16,815,900</u>
Unique Entity ID: JXEFNSSK2VF4	Local Cash <u>\$ 8,184,100</u>
	Other: _____
	Other: _____
	Other: _____
	TOTAL <u>\$25,000,000</u>

Project Title: Lake Mitchell Project

Description:

The City of Mitchell is requesting funding to address persistent water quality problems related to elevated phosphorus and resulting algae blooms that have degraded the water quality of Lake Mitchell. The City is proposing to remove phosphorus-laden lake sediment by drawing down the lake to expose the sediments, thereby facilitating mechanical dredging of the sediment. Traditional earthwork equipment, such as excavators, bulldozers, and draglines, will be used to remove the sediment, which will be transported to a disposal site in Firesteel Park or elsewhere in the vicinity of the lake. It is estimated that up to 2 million cubic yards of sediment will be removed. The project will also include management of inflow from external sources to reduce the amount of sediment entering the lake.

The Applicant Certifies That:

I declare and affirm under the penalties of perjury that this application has been examined by me and, to the best of my knowledge and belief, is in all things true and correct.

Jordan Hanson, Mayor

Name & Title of Authorized Signatory
(Typed)

Signature

Date

Professional Consultants

Application Prepared By: Planning & Development District III

Contact Person: John Clem

Mailing Address: PO Box 687

City, State, and Zip: Yankton, SD 57078

Telephone Number: 605 665-4408

Fax: _____

Email address: john.clem@districtiii.org

Consulting Engineering Firm: Barr Engineering

Contact Person: Eric Lund

Mailing Address: 4300 MarketPointe Drive, Suite 200

City, State, and Zip: Minneapolis, MN 55435

Telephone Number: 952 832-2600

Fax: _____

Email address: elund@barr.com

Legal Counsel's Firm: Mitchell City Attorney

Contact Person: Justin Johnson

Mailing Address: 612 N. Main

City, State, and Zip: Mitchell, SD 57301

Telephone Number: 605 990-7940

Fax: _____

Email address: jjohnson@cityofmitchell.org

Bond Counsel's Firm: Danforth, Meierhenry & Meierhenry LLP

Contact Person: Todd Meierhenry

Mailing Address: 315 S. Phillips Ave

City, State, and Zip: Sioux Falls, SD 57104

Telephone Number: 605 336-3075

Fax: _____

Email address: todd@meierhenrylaw.com

**EXTRACT OF MINUTES OF MEETING OF THE CITY COUNCIL OF
CITY OF MITCHELL
DAVISON COUNTY, SOUTH DAKOTA**

Pursuant to due call and notice thereof a meeting of the City Council of City of Mitchell, of Davison County, South Dakota, was held on July 5th, 2023 at 6.00 o'clock p.m.

The following Council Members were present: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks.

and the following were absent: none.

Council Member Sabers then introduced and moved the adoption of the following

Resolution:

RESOLUTION NO. R2023-53

RESOLUTION DECLARING NECESSITY AND EXPEDIENCY FOR ISSUANCE OF REVENUE BONDS, CALLING AN ELECTION THEREFORE AND HIRING PROFESSIONALS IN CONNECTION THEREWITH.

BE IT RESOLVED by the City Council of City of Mitchell, Davison County, South Dakota, as follows:

1. Declaration of Necessity. It is hereby found, determined and declared that it is necessary and expedient for this City of Mitchell (the "City") to borrow money by issuing its revenue bonds in an amount not exceeding \$25,000,000 payable upon such term and at such rate or rates as may be determined by the City Council, the proceeds of which will be used to finance city improvements, including the lake Mitchell project, and financing costs of issuance, if so approved by the voters. The City further finds that it is necessary to have the debt count for constitutional debt purposes in the additional 10% debt limit under Article 13 Section 4 of the South Dakota Constitution.
2. Election. The question of authorizing the issuance of such bonds shall be submitted to the qualified electors of the City at a bond election which is to be held on the 4th day of June 2024, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m. The question shall be in substantially the following form:

SHALL THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, ISSUE ITS REVENUE BONDS IN A PRINCIPAL AMOUNT NOT EXCEEDING \$25,000,000, BEARING INTEREST SUCH RATES AND PAYABLE UPON SUCH TERM AS MAY BE DETERMINED BY THE CITY COUNCIL, FOR THE PURPOSE OF PROVIDING FUNDS FOR CITY IMPROVEMENTS, INCLUDING THE LAKE MITCHELL PROJECT, AND PAYING THE COSTS OF ISSUANCE?

SHALL THE ABOVE PROPOSITION BE APPROVED AND THE BONDS ISSUED?

3. Polling places and Judges. Polling places and judges and clerks for said election shall be selected according to South Dakota Law.
4. Voter Registration Deadline. The Finance Officer is hereby authorized and directed to give notice of voter registration and deadline therefore, as required by law. The deadline for voter registration shall not be less than fifteen (15) days prior to the election. The Finance Officer shall give notice of the availability of registration officials and state when registration will be terminated and the effect of a failure to have registered. Such notice shall be published in official newspapers of the City at least once each week for (2) two consecutive weeks, the last publication to be not less than (10) ten nor more than (15) fifteen days before the deadline for registration.
5. Notice of Election. The Finance Officer is hereby authorized and directed to give notice of bond election, said notice to be published in the official newspaper for the City, once each week for two (2) successive weeks before said date of election. The second notice shall be published not less than four (4) days nor more than ten (10) days before the election.
6. Ballots. The Finance Officer is authorized and directed to cause printed ballots to be prepared for use at said election in substantially the form on file with the Finance Officer and to publish with the second notice of election.

7. Canvass. Said election shall be held and conducted and the votes cast thereat shall be counted, certified and canvassed according to law, and the City Council shall meet at the regular meeting room in Mitchell, South Dakota, in the City for the purpose of canvassing the results within six (6) days of the election.
8. Hiring of Professionals. Meierhenry Sargent LLP of Sioux Falls, South Dakota is hereby designated as bond counsel for this issue. The Mayor and Finance Officer are authorized to execute such documents as are necessary to carry out the intent of this paragraph.

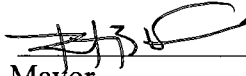
Council Member Sabers moved for the adoption of the foregoing Resolution.

Said motion was seconded by Council Member Bathke and upon vote being taken the following voted AYE: Bathke, Doescher, Goldammer, McCardle, Sabers.

and the following voted NAY: Barington, Smith, Tjarks.

whereupon said motion was declared duly passed and adopted, and was signed and attested by the Mayor and Finance Officer.

ATTEST:



Mayor



Finance Officer

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF DAVISON)

I, Michelle Bathke, the undersigned, duly qualified and acting Finance Officer of City of Mitchell, Davison County, State of South Dakota, hereby certify that I have carefully compared the attached and foregoing Extract of Minutes with the original thereof on file and of record in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, so far as such Minutes relate to the issuance of bonds by said City.

WITNESS my hand and official seal of the City as such Finance Officer this 5th day of July, 2023.



Finance Officer

RESOLUTION #R2024-11
A RESOLUTION AMENDING RESOLUTION R2023-53

WHEREAS, the City Council has gotten comments from the public concerning Resolution R2023-53; and

WHEREAS, the City Council has considered said comments from the public and determines to address said comments by amending the Resolution R2023-53; and

WHEREAS, the City Council does find it necessary to amend resolution R2023-53 to address the size of the **State Revolving Fund (SRF) Loan** borrowing and clarify the project description.

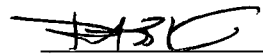
NOW THEREFORE BE IT RESOLVED by the City Council of City of Mitchell, Davison County, South Dakota, as follows:

1. Amendment of Resolution R2023-53. Resolution R2023-53 shall be amended as follows:
 - a. The question of authorizing the issuance of such bonds shall be amended to be in substantially the following form:

SHALL THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, ISSUE ITS REVENUE BONDS IN A PRINCIPAL AMOUNT NOT EXCEEDING \$16,815,900, BEARING INTEREST SUCH RATES AND PAYABLE UPON SUCH TERM AS MAY BE DETERMINED BY THE CITY COUNCIL, FOR THE PURPOSE OF PROVIDING FUNDS FOR THE LAKE MITCHELL PROJECT, AND PAYING THE COSTS OF ISSUANCE?

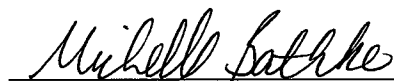
SHALL THE ABOVE PROPOSITION BE APPROVED AND THE BONDS ISSUED?
 - b. All references to \$25,000,000 be amended to read \$16,815,900.
 - c. The project description be amended to read "the Lake Mitchell Project".
2. All other provisions of Resolution 2023-53 shall remain in force and effect.
3. The city officers are directed to take such action as necessary to carry out this resolution's intent.

Dated this 20th day of February, 2024



Mayor Bob Everson

Attest:



Michelle Bathke, Finance Officer

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	September 3, 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 First Reading on Ordinance #O2024-07, Rezoning of Lot 1 Ex Lot H6 in the SE ¼ of Section 27, Township 103 N, Range 60 W of the 5th P.M., Davison County, South Dakota be changed from HB Highway Oriented Business District to TWC Transportation, Warehousing and Commercial District (1600 to 1900 block of S Foster St on the west side)		
Explanation/Background of Agenda Item Requested:	AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 1 Ex Lot H6 in the SE ¼ of Section 27, Township 103 N, Range 60 W of the 5th P.M., Davison County, South Dakota; be changed from HB Highway Oriented Business District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (1600 to 1900 block of S Foster St on the west side). Planning Commission recommended approval 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 08-26-24.		

ORDINANCE NO. O2024-07

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 1 Ex Lot H6 in the SE ¼ of Section 27, Township 103 N, Range 60 W of the 5th P.M., Davison County, South Dakota; be changed from HB Highway Oriented Business District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

BE IT ORDAINED BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS, Lot 1 Ex Lot H6 in the SE ¼ of Section 27, Township 103 N, Range 60 W of the 5th P.M., Davison County, South Dakota; be changed from HB Highway Oriented Business District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

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

Passed and approved this the _____ day of _____, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

FIRST READING: September 3, 2024
SECOND READING: September 16, 2024
ADOPTION: September 16, 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 HB District to TWC District.

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

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

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

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

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

This Application is for the following described real property:

Legal Description: **Lot 1 Ex Lot H6 in the SE ¼ of Davison County, South Dakota.**

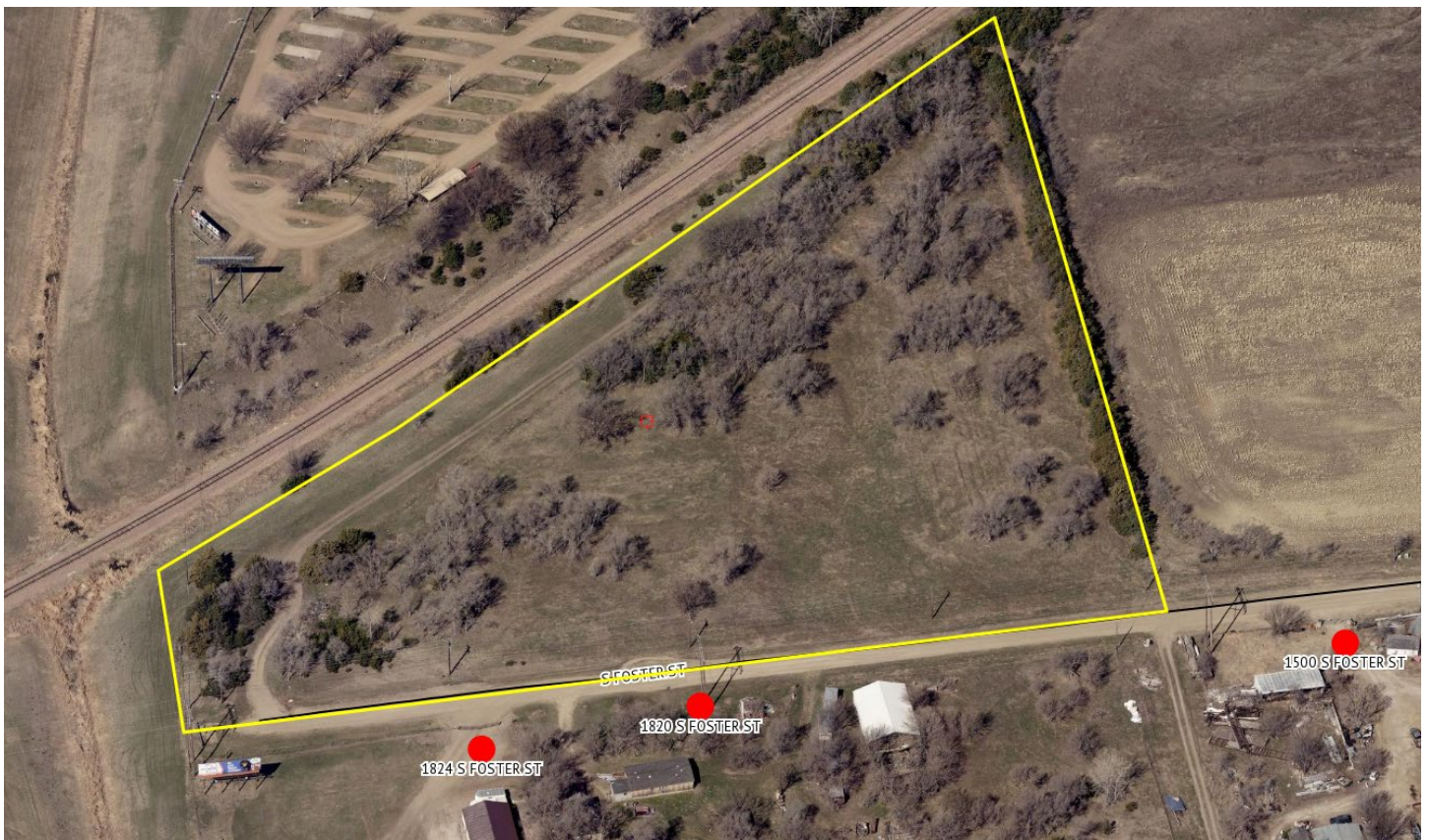
Property Address: **1600 to 1900 Block of S Foster st**

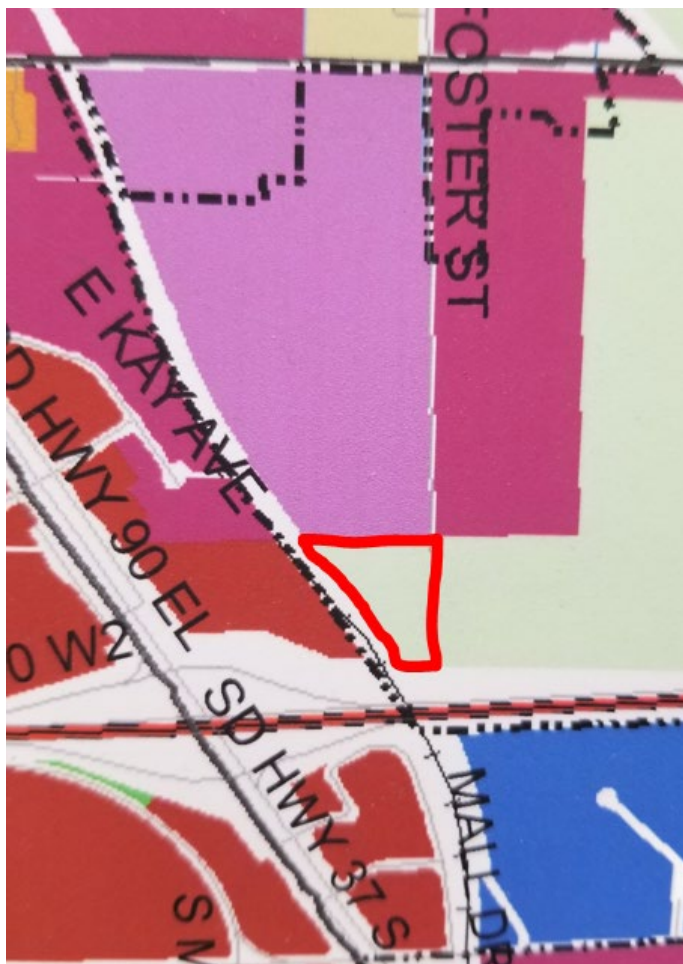
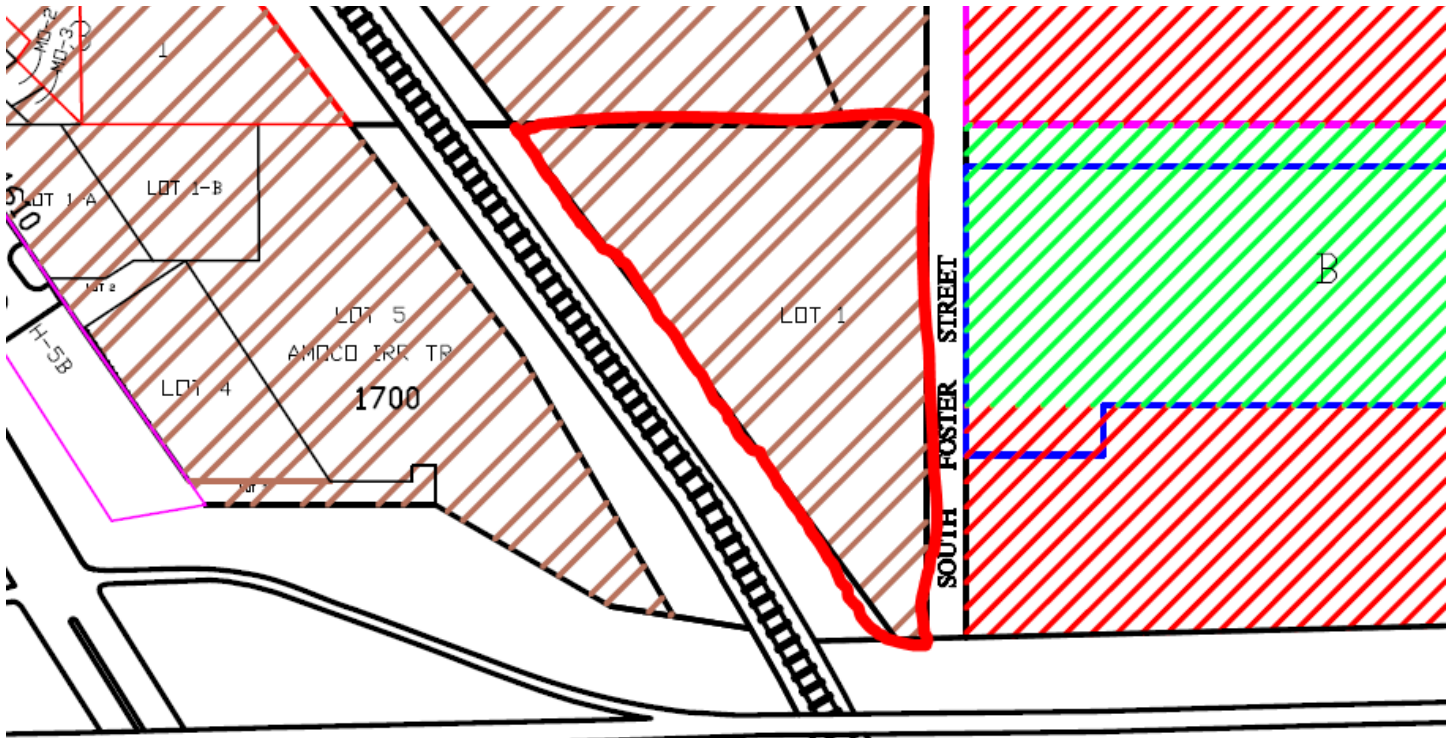
Dated this 5th **of** August, 2024.

APPLICANT

A handwritten signature in black ink, appearing to read "Cal Khan", written over a horizontal line.

Dakota Land & Property Management LLC
OWNER





NOTICE OF HEARING

TO: Mitchell City Planning Commission, City Council, and the General Public:

The City Planning Commission has scheduled a public hearing and action on the following ordinance. The Planning Commission hearing will be Monday August 26, 2024 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Tuesday, September 3, 2024 at 6:00 p.m. and 2nd Reading and Adoption on Monday, September 16, 2024 at 6:00 p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

ORDINANCE NO. O2024-

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 1 Ex Lot H6 in the SE ¼ of Section 27, Township 103 N, Range 60 W of the 5th P.M., Davison County, South Dakota; be changed from HB Highway Oriented Business District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

BE IT ORDAINED BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS, Lot 1 Ex Lot H6 in the SE ¼ of Section 27, Township 103 N, Range 60 W of the 5th P.M., Davison County, South Dakota; be changed from HB Highway Oriented Business District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

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

Passed and approved this the ____ day of _____, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

FIRST READING: September 3, 2024
SECOND READING: September 16, 2024
ADOPTION: September 16, 2024

Published three times: August 14 and 21, 2024 and September 4, 2024

Approximate Costs:

Dakota Land & Property Management LLC
PO Box 673
Mitchell, SD 57301

Hohn Brothers LLC
1510 S Burr St
Mitchell, SD 57301

CM & ST P RY CO
400 W Madison
Chicago, IL 60606

Rocky & Diane Brenden
1221 E Havens Ave
Mitchell, SD 57301

Wayne Chenoweth
2924 Dailey Dr
Mitchell, SD 57301

K2 Towers III LLC
57 E Washington St
Chagrin Falls, OH 44022

Marlene & Paul Mutziger
25961 411th Ave
Mitchell, SD 57301

H & P Inc
401 E Ash Ave
Mitchell, SD 57301

Thomsen Family LLC
1920 Highland Way
Mitchell, SD 57301

MTI Foundation
8753 Cedar Hammock Blvd
Naples, FL
34112

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:	September 3, 2024	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Discussion on Potential Ordinance to Stagger Election Cycles for Council and Mayor Positions		
Explanation/Background of Agenda Item Requested:	The mayor and council previously discussed the possibility of passing an ordinance to stagger our elections. Currently, the cycle is to have half the council one year, half the council and the mayor the next year, and then an off year. In drafting the proposed ordinance, staff needs guidance on which alternative to staggering the elections the council would like to see. The attached powerpoint provides several possible scenarios.		

Staggering elections for City Council and the Mayor

Issues with the existing cycle

Our current election cycles have several potential issues.

- They have one year where both the mayor and half the council could be replaced which is potentially disruptive for longer term city projects and plans.
- The 3-year term length can make it difficult for individual council members to accomplish larger goals. Typically it takes time for a new member to get up to speed. Officials sometimes wish to avoid major decisions in an election year not knowing if they will still be in the position. These factors can combine to make it difficult to handle some matters two out of the three years.
- They leave us with an off year where we have no election and, if some item were referred or an initiated measure submitted, then we may need to call a special election instead of waiting for another regularly scheduled election. However, there is some cost savings in not having an election a couple times a decade.

Current Election Cycles

Cycle	2023	2024	2025	2026	2027	2028	2029	2030	2031
Council 1	2023			2026			2029		
Council 2	(2021)	2024			2027			2030 (2033)	
Mayor	(2021)	2024			2027			2030 (2033)	
Off year	(2022)		2025			2028			2031

Alternative 1- Staggering the Mayor's Term

Cycle	2023	2024	2025	2026	2027	2028	2029	2030	2031
Council 1	2023			2026			2029 (2032)		
Council 2	(2021)	2024			2027			2030 (2033)	
Mayor	(2021)	2024			2027 (one 4-year term)				2031 (2034)

This alternative would keep 3 year cycles for all offices but stagger the mayor's term so that it falls in the current off year. The mayor would be elected to a 4-year term in 2027 and then return to 3-year terms after that. The result is having half the council elected one year, the other half the next year, and then the mayor in year 3.

This helps with avoiding significant turnover at one time since we don't have the year where both the mayor and half the city council are up for election in the same year. It also eliminates the off year making it more predictable to schedule referred and initiated items. But it does not address officials potentially wanting to put off major decisions in an election issue.

Alternative 2- Moving to 4-year cycles for all

Cycle	2023	2024	2025	2026	2027	2028	2029	2030	2031
Council 1	2023			2026				2030 (2034)	
Council 2	(2021)	2024			2027				2031 (2035)
Mayor	(2021)	2024			2027 (2-year term)		2029 (2033)		
Off year	(2022)		2025			2028 (next off year in 2032, then every 4 years)			

This alternative would move all positions to 4 year terms. The transition would have the mayor hold a 2 year term following the 2027 election and then move to 4 year terms in 2029 and beyond.

This helps with avoiding significant turnover at one time since we don't have the year where both the mayor and half the city council are up for election in the same year. This may help officials feel like they have more time to work on longer term and more controversial topics.

However, it still leaves us with an off year, which may be a positive or negative depending on how you look at it.

Alternative 3- Moving to 5-year cycles for all

Cycle	2023	2024	2025	2026	2027	2028	2029	2030	2031
Council 1 Seat 1 Wards 1 & 2	2023			2026 (2-year term)		2028 (2033)			
Council 2 Seat 1 Wards 3 & 4	2023			2026 (3-year term)			2029 (2034)		
Council 3 Seat 2 Wards 1 & 2	(2021)	2024			2027 (3-year term)			2030 (2035)	
Council 4 Seat 2 Wards 3 & 4	(2021)	2024			2027 (4-year term)				2031 (2036)
Mayor	(2021)	2024			2027 (2032)				

Alternative 3- Continued

The move to 5-year terms is the most complicated to implement and the largest departure from our current election cycles. But this alternative does offer some different pros and cons compared to the ones discussed earlier.

By moving to 5-year cycles, the amount of turnover for the positions is minimized in any given year. This also gives each elected official a significant amount of time to focus on longer term projects and goals.

While there is an election every year, 7 or 8 of the officials would not be up for re-election in any given year. This should reduce the need for the group as a whole to want to avoid major decisions during those periods. This also eliminates our off year, which is a positive or negative depending on perspective.

However, this does significantly increase the length of the terms for all the officers. It is unclear whether this would increase or decrease interest in the positions.

Questions/Comments and Discussion