



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
October 21, 2024

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: River Tree Wesleyan**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Department Reports**
 - D. MADC Quarterly Report**
 - E. Automatic Supplements**
Parks-Recreation Center in the amount of \$3,078.55 from donation of funds
 - F. Raffle Permits**
 - G. SD DOT Section 5339 Capital Assistance Grant**
 - H. Volunteer Board Appointments**
 - **Appoint Jerry Thomsen, Hampton Inn, to the Business Improvement District (BID) 4 board for a term to run from January 2025-December 31, 2027**
 - **Reappoint Tim Smith, Business Representative, to the Business Improvement District (BID) 4 board for a term to run from January 2025-December 31, 2027**
 - I. Change Order #4 to Rice Lake West for Pump Station & Ground Storage Reservoir #2020-20**
 - J. Change Order #1 for Mattie Street Extension to Siteworks Inc Project #2024-24**
 - 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 & City 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 Josh Frost-Conditional Use Permit**
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.
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. **Award Quote for Shredding Tires at Landfill**
12. **Action to Approve Vehicle for Hire Company Application for Speedy Taxi**
13. **Action to Approve Agreement #A2024-42, Updated Water Supply Contract with Randall Community Water District**
14. **Hearing on Proposed Resolution of Necessity for Plum Avenue**
15. **Action to Approve Resolution #R2024-64, Resolution of Necessity for Construction on Plum Avenue**
16. **Action to Approve Resolution #R2024-68, Transfer of Lot 58-A Indian Head Subdivision**
17. **Hearing and First Reading on Ordinance #O2024-10, Rezoning of the S ½ of the E ½ of Square 7 (Lots 10-12, Square 7) Weaver's Squares Addition, City of Mitchell, Davison County, South Dakota to be changed from R3 Medium Density Residential District to HB Highway Oriented Business District**
18. **Motion to Enter into Executive Session According to SDCL 1-25-2 (3) Legal**
19. **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**

October 7, 2024

6:00 P.M.

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

ABSENT:

PRESIDING: Mayor Jordan Hanson

AGENDA:

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

- a. City Council Minutes
 - 1. Work Session September 16, 2024
 - 1. City Council September 16, 2024
 - 2. Work Session September 30, 2024
- b. Committee Reports
 - 1. Planning Commission September 9, 2024
 - 2. Planning Commission September 23, 2024 (unsigned)
 - 3. Library Board July 16, 2024
 - 4. Community Services Board September 12, 2024
- c. Automatic Supplement to the Corn Palace Fund in the amount of \$1,000 from a donation of funds
- d. Raffle Permits
 - 1. Safe Place of Eastern SD with the drawing to be held on November 18, 2024
 - 2. MTC Mavericks Rodeo Team with the drawing to be held on November 16, 2024
- e. Change Order #1 for Lakeview Golf Course Project #2021-53 to Duininck Golf, contract amount \$670,300.00
- f. Lakeview Golf Course Improvements additional design services fee in the amount of \$7,280
- g. Authorization to apply for SD DOH Regional Designation Grant
- h. Authorization to apply for the Leary Firefighters Foundation Grant
- i. Volunteer Board Appointments
 - 1. Appoint Shaun Davis to the Park & Recreation Board to fill an unexpired term to run from October 2024-June 2027
- j. Set date 1:30 p.m., October 16, 2024 for bid opening for Cemetery Hayland Project #2025-05
- k. Set date 6:00 p.m., October 21, 2024 for hearing on proposed Resolution of Necessity for the Construction of Curb and Gutter, Asphalt Surfacing, Concrete Fillets, Concrete Valley Gutter,

10-07-2024

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Concrete Approaches, Engineering Fees and Miscellaneous Expenses for West Plum Avenue and South Wisconsin Street

1. Pay Estimates October 7, 2024

Pay Estimate #44 in the amount of \$13,068.93 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group

Pay Estimate #45 in the amount of \$7,965.22 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group

Pay Estimate #24 in the amount of \$300.00 for West Side Water Tower #2021-03 contracted to SPN & Associates

Pay Estimate #15 in the amount of \$445.50 for Livesay Lane Utility Improvements #2021-25 contracted to Infrastructure Design Group

Pay Estimate #22 in the amount of \$23,821.81 for Recycling Building #2021-30 contracted to Helms & Associates

Pay Estimate #1 in the amount of \$10,965.00 for Recycling Building #2021-30 contracted to Foerster Testing Limited

Pay Estimate #3 in the amount of \$366,152.60 for Recycling Building #2021-30 contracted to WS Construction Management

Pay Estimate #4 in the amount of \$44,060.79 for East Spruce Street Construction #2021-39 contracted to Rexwinkel Concrete

Pay Estimate #38 in the amount of \$5,030.63 for Highway #37 Utilities #2021-45 contracted to SPN & Associates

Pay Estimate #3 in the amount of \$27,080.64 for Highway #37 Utilities #2021-45 contracted to Michels Road & Stone

Pay Estimate #1 in the amount of \$157,254.30 for Waste Water Treatment Plant-Phase II #2022-01 contracted to John T Jones Construction

Pay Estimate #2 in the amount of \$840,091.82 for Waste Water Treatment Plant-Phase II #2022-01 contracted to John T Jones Construction

Pay Estimate #19 in the amount of \$5,993.75 for South Lake Estates Development #2022-23 contracted to SPN & Associates

Pay Estimate #5 in the amount of \$201,166.47 for 3rd & Main Streetscape #2022-26 contracted to Schoenfelder Construction

Pay Estimate #1 in the amount of \$323,786.84 for Lake Mitchell Jetty & Marina #2023-03 contracted to Soukup Construction

Pay Estimate #1 in the amount of \$12,500.00 for Lake Mitchell Jetty & Marina #2023-03 contracted to Planning & Development District III

Pay Estimate #15 in the amount of \$23,605.00 for Lake Mitchell Jetty & Marina #2023-03 contracted to Brosz Engineering

Pay Estimate #9 in the amount of \$9,556.00 for Concrete #2023-04 contracted to Top Grade Concrete

Pay Estimate #15 in the amount of \$1,734.73 for North Sanitary Sewer Outfall #2023-06 contracted to SPN & Associates

Pay Estimate #3 in the amount of \$3,454.15 for Hitchcock Pickleball Courts #2023-14 contracted to SPN & Associates

Pay Estimate #15 in the amount of \$491.25 for Ohlman & South Harmon Lift Station #2023-16 contracted to SPN & Associates

Pay Estimate #5 in the amount of \$4,590.00 for West End Bridge #2023-23 contracted to Brosz Engineering

Pay Estimate #10 in the amount of \$23,910.00 for East 5th-Burr to Foster #2024-02 contracted to Brosz Engineering

Pay Estimate #2 in the amount of \$76,075.20 for Railroad & Main Sewer Improvements #2024-21 contracted to Schoenfelder Construction

Pay Estimate #1 in the amount of \$122,296.85 for Mattie Street Utility Improvements #2024-24 contracted to Siteworks

m. 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 SEPTEMBER 1, 2024 – SEPTEMBER 14, 2024: City Council \$3,626.48, Mayor \$1,567.54, City Administrator \$6,519.23, Administrative Boards \$2,325.00, Attorney \$5,332.08, Finance \$14,430.54, Human Resources \$4,379.83, Municipal Building \$6,875.63, Information Technology \$3,286.77, Police \$86,281.48, Traffic \$4,780.45, Fire \$39,607.08, Street \$36,971.86, Public Works \$25,399.95, Cemetery \$7,788.00, Library \$16,410.15, Recreation & Aquatics \$7,901.06, Recreation Center \$21,403.30, Sports Complexes \$11,326.51, Ballpark Concessions \$36.40, Parks \$18,508.02, Supervision \$6,441.14, Corn Palace \$19,541.57, E911 \$24,984.33, Palace Transit \$31,453.86, JVCC \$2,090.53, Nutrition \$4,494.87, Water Distribution \$16,052.06, Sewer \$15,809.29, Recycling Program \$7,757.29, Waste Collection \$8,838.01, Landfill \$10,281.42, Golf Course \$5,793.42, Campground \$2,958.00, Emergency Medical Services \$35,521.10

PAYROLL SEPTEMBER 15, 2024 – SEPTEMBER 28, 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 \$14,562.90, Human Resources \$4,379.83, Municipal Building \$1,946.40, Information Technology \$3,286.77, Police \$78,621.65, Traffic \$4,675.19, Fire \$40,862.87, Street \$33,514.05, Public Works \$25,399.98, Cemetery \$5,678.69, Library \$16,596.26, Recreation & Aquatics \$8,130.95, Recreation Center \$15,552.79, Sports Complexes \$9,430.13, Parks \$17,469.85, Supervision \$6,455.12, Corn Palace \$23,648.72, E911 \$24,784.65, Palace Transit \$31,525.93, JVCC \$2,108.70, Nutrition \$4,608.81, Airport \$2,540.81, Water Distribution \$17,433.41, Sewer \$15,489.73, Recycling Program \$7,555.51, Waste Collection \$7,187.65, Landfill \$9,837.43, Golf Course \$6,646.90, Campground \$1,937.20, Emergency Medical Services \$36,967.86

NEW HIRES:

E-911: Courtney Pella-\$22.477

GOLF: Connor Calahan-\$12.70

LANDFILL: Tia Dorsey-\$20.363

RECREATION & AQUATICS: Camdyn Beatch-\$15.00, Thomas Berg-\$13.20

Justin Ebert-\$25.00, Carter McCormick-\$15.00, Steele Morgan-\$15.00, Steven Schoenfelder-\$25.00

RECREATION CENTER: Hope Baysinger-\$11.70

SPORTS COMPLEXES: Brielle Biteler-\$13.20, Andrew Gunnare-\$13.20, Hunter Hufstutler-\$13.70

SALARY ADJUSTMENTS:

CORN PALACE: Amy Gebhard-\$14.70, Addison Sprinkel-\$12.20

E-911: Mary Aronson-\$31.474

EMS: McKenzy Young-\$24.695

FIRE: Justin Adams-\$28.935

PALACE TRANSIT: Tracy Sprinkel-\$22.259

POLICE: Justin Stoltenburg-\$31.145, Casey Tegethoff-\$40.655

RECREATION CENTER: Carlie Bell-\$12.20, Isabella Eldeen-\$12.20, Ayda Gulledge-\$12.20, Bailey Hansen-\$15.20, Katie Hohn-\$12.20, Lydia Schaefer-\$12.20

SPORTS COMPLEXES: Jesse Schlimgen-\$24.330

WASTE WATER: Brian Daughters-\$31.775

WATER DISTRIBUTION: Tylor Peterson-\$38.715

TERMINATIONS:

CAMPGROUND: Rebecca Fritsche

GOLF: Connor Kerkhove

RECREATION CENTER: Joe Haiar

WARRANTS: A-Ox Welding Supply, Supplies-\$102.97; AAA Collections, Refunds-\$1,526.60; Aaron Hieb, Reimbursement-\$45.00; AFLAC, Aflac Withholding-\$11,146.74; AFSCME Council 65, Union Dues-\$966.10; Alex Dagen, Reimbursement-\$45.00; Amazon Capital Services, Supplies-\$1,680.81; American Garage Door, Repair-\$244.90; American Public Works, Membership Renewal-\$1,193.00; Andrea Hamilton, Reimbursement-\$45.00; Andrew Schneider, Reimbursement-\$45.00; Associated Supply, Supplies-\$14,265.12; AT&T Mobility,

Utilities-\$659.30; AT&T Mobility, Utilities-\$1,107.80; ATV Holdings, LLC dba Mitchell Telecom, Utilities-\$2,742.99; Austin Resick, Reimbursement-\$12.35; Avera Occupational Medicine, Testing-\$1,478.00; Baker & Taylor, Books-\$397.29; Best Western Plus Ramkota, Travel-\$239.98; Big Daddy D's, Contract Services-\$6,996.60; Blackstone Publishing, Audiobooks-\$152.77; Books By Terrall, Books-\$36.97; Brad Gates, Reimbursement-\$45.00; Brady Andera, Reimbursement-\$45.00; Brian Daughters, Reimbursement-\$45.00; Brosz Engineering, 2023-23 P.E. #5-\$52,105.00; Builders First Source, Supplies-\$37.97; Bumblebee-Gibson, Supplies-\$10,833.60; Butler Machinery, Supplies-\$350.09; C & B Operations, Supplies-\$319.57; C&D Pedal Pulls, Entertainment-\$4,000.00; Carquest Auto Parts, Supplies-\$160.01; CDW Government, Supplies-\$784.24; Cengage Learning Inc/Gale, Books-\$689.39; Central Electric, Utilities-\$12,554.98; Century Link, Utilities-Utilities-\$33.04; Chad Cody, Reimbursement-\$45.00; CHR Solutions, Billing-\$3,838.61; CHS Farmers Alliance, Supplies-\$9,598.03; City of Mitchell, Utilities-\$664.09; City of Mitchell, Dakota Riptide District 4 Funding-\$30,000.00; City of Mitchell, Golf Course-\$1,291.28; City of Mitchell, Recreation-\$2,446.14; City of Mitchell, Hotel Tax-\$788.00; CK Bicycles & Locks, Service Call-\$425.00; Column Software, Advertising-\$914.66; Commercial Asphalt, Supplies-\$3,334.10; Connor Davis, Reimbursement-\$45.00; Core & Main, Supplies-\$7,315.21; Core-Mark Midcontinent, Supplies-\$4,953.97; Corn Palace, Supplies-\$59.00; County Fair, Supplies-\$1,328.92; Craig Stucky, Reimbursement-\$45.00; CTM Services, Supplies-\$195.03; Dakota Fluid Power, Repair-\$1,298.75; Dakota Oyate Challenge, Sports Authority Promo-\$4,200.00; Dakota Pump, Repairs-\$10,001.64; Dakota Scuba, Training-\$3,462.00; Dakota Supply Group, Supplies-\$9,922.57; Dan Pollreis, Reimbursement-\$45.00; Daniel Fechner, Training-\$20.00; Davison County Register of Deeds, Grant Record-\$30.00; Davison County Treasurer, Title Register-\$26.70; Dell Marketing, Supplies-\$1,813.24; Delta Dental Plan of South Dakota, Dental Insurance-\$16,544.96; Demco, Supplies-\$168.70; Dennis Geidel, Reimbursement-\$45.00; Department of Agriculture, Exam Fee-\$60.00; Department of Social Services, Child Support-\$1,267.38; Detco, Maintenance-\$540.28; Dick's Body Shop, Repairs-\$6,563.00; Dimock Dairy, Supplies-\$292.50; Doug Cunningham, Reimbursement-\$45.00; Doug Greenway, Reimbursement-\$45.00; Dr. Matthew Schafer, Contract Services-\$1,500.00; Dustin's Repair & Auto Sales, Maintenance-\$57.31; Elfstrand's Ace Hardware, Supplies-\$488.38; Environmental Equipment & Services, Repair-\$75.20; Envisionware, Supplies-\$1,672.77; Eric Hieb, Contract Services-\$8,311.98; ETix, Ticketing Fees-\$1,125.55; FedEx, Shipping-\$18.07; First Dakota National Bank, Highland TID #8-\$3,375.13; First National Bank Omaha, Supplies-\$4,988.35; Fleetpride, Supplies-\$571.04; Foerster Testing Limited, 2021-30 P.E. #1-\$10,965.00; Foreman Charters, Fundraising-\$1,400.00; Galls, Supplies-\$10,592.42; Gavyn Degen, CDL Reimbursement-\$70.00; Grainger, Supplies-\$327.56; Great Western Tire, Supplies-\$2,999.80; Harve's Pro Prints, Supplies-\$497.00; Harve's Sport Shop, Supplies-\$23.98; Hatzenbeller Appraisal, Appraisal Report-\$1,200.00; Hawkins, Supplies-\$2,054.00; Heartland Association of Fairs, Membership-\$175.00; Helms and Associates, 2021-30 P.E. #22-\$23,821.81; Henry Schein, Supplies-\$1,115.99; Howes Oil, Supplies-\$17,942.12; Infrastructure Design Group, 2020-20 P.E. #44-\$21,479.65; Ingram Library Services, Books-\$2,200.74; Innovative Office Solution, Supplies-\$155.05; Intellipro Security, Supplies-\$8,400.00; Interstate Office Products, Supplies-\$584.44; Interstate Power Systems, Supplies-\$470.70; James Valley Drug Task Force, Registration-\$555.00; James Valley Landscape Solutions, Maintenance-\$5,877.28; Jamie Henkel, Reimbursement-\$45.00; Jaylon Tollefson, Reimbursement-\$45.00; JCL Solutions, Supplies-\$96.00; JD Concrete Products,

Service Charge-\$33.87; Jebro, Supplies-\$67,530.95; Jeff Hanson, Reimbursement-\$45.00; Jesse Schlimgen, Reimbursement-\$45.00; Jessica Pickett, Reimbursement-\$54.87; Joe Dolezal, Reimbursement-\$45.00; Joe Galpin, Reimbursement-\$45.00; Joe Haiar, Reimbursement-\$37.50; Joe Schroeder, Reimbursement-\$45.00; Joelle Dammann, Reimbursement-\$45.00; John Badker, Reimbursement-\$98.00; John Hegg, Reimbursement-\$45.00; John T Jones Construction, 2022-1 P.E. #1-\$997,346.12; Johnson Bros of South Dakota, Supplies-\$561.70; Johnson Controls Maintenance-\$5,300.08; Jon Thurman, Reimbursement-\$45.00; Jon Vermeulen, Reimbursement-\$45.00; Jones Supplies, Supplies-\$2,604.11; Jordan Hanson, Reimbursement-\$45.00; Joseph King, Reimbursement-\$45.00; Kathy Hanks, Reimbursement-\$45.00; Kevin Devries, Reimbursement-\$45.00; Kevin Dykes, Reimbursement-\$45.00; Kevin Kenkel, Reimbursement-\$45.00; Kevin Nelson, SDPRA Reimbursement-\$96.94; Kevin Roth, SDSWMA Conference-\$93.00; Kevin Sibson, Reimbursement-\$45.00; Koinonia Kafe, Repairs-\$3,870.00; Kone, Maintenance-\$7,161.00; Kromer, Supplies-\$24,870.00; Lakeview Veterinary Clinic, Supplies-\$974.95; Larry's I-90 Service, Maintenance-\$369.47; Lawson Products, Supplies-\$314.19; Leighton Family Farms, Supplies-\$111.00; Liz Kitchens, Reimbursement-\$45.00; Make it Mine Designs, Supplies-\$411.63; Mark Zard, Reimbursement-\$350.00; Master Blaster, Supplies-\$2,536.71; Maximum Promotions, Repair-\$35.00; McLeod's Printing, Supplies-\$2,778.67; Melissa Hobaugh, Reimbursement-\$30.00; Menard's, Supplies-\$3,230.31; Michael Leach, Reimbursement-\$45.00; Michelle Bathke, Reimbursement-\$45.00; Michels Road & Stone, 2021-45 P.E. #3-\$27,080.64; Midcontinent Communication, Utilities-\$245.54; Midwest Fire & Safety, Fire Service-\$1,809.92; Midwest Laboratories, Testing-\$1,566.05; Midwest Oil, Supplies-\$48.44; Mike Carpentier, Training-\$675.00; Millennium Recycling, Single Stream Fee-\$449.70; Minnesota Valley Testing, Lab Fees-\$132.00; Mitchell Baseball, Advertising-\$150.00; Mitchell High School Volleyball, Programming Service-\$2,240.00; Mitchell Iron & Supply, Parts-\$132.31; Mitchell Prehistoric Indian Village, 2024 4th Allocation-\$4,750.00; Mitchell Towing and Recovery, Towing-\$160.00; Mitchell United Way, United Way Deductions-\$346.00; Mobotrex, Maintenance-\$944.00; Mount Vernon School District, Contract Services-\$196.00; Mueller Lumber, Supplies-\$76.95; Muth Electric, Maintenance-\$24,587.88; N-Able Technologies, Supplies-\$167.94; Napa Central, Supplies-\$509.11; Nate Hegg, Reimbursement-\$45.00; Newvision Security, Monitoring-\$227.00; Nolan Tegels, Reimbursement-\$45.00; Norby Golf Course Design, Improvements-\$19,280.00; Northern Truck Equipment, Supplies-\$17,410.00; Northwestern Energy, Utilities-\$63,967.64; Overdrive, Ebooks-\$1,772.90; Paddock Pool Equipment, Capital Equipment-\$192.00; Palace Transit, 2024 Contracted Rides-\$10,500.00; Partridge Group, Pre-Employment Evaluation-\$450.00; Paulson Sheet Metal, Supplies-\$2,403.07; Pepsi Cola , Supplies-\$382.21; Peterbilt of Sioux Falls, Supplies-\$229.49; Pioneer Manufacturing, Supplies-\$1,095.65; Planning & Development District III, 2023-3 P.E. #1-\$12,500.00; Postal Solutions, Mailings-\$2,781.27; Premier Equipment, Supplies-\$2,317.96; Premier Pest Control, Contract Services-\$525.00; Pro Contracting, CDL Training-\$150.00; Public Health Laboratory, Testing-\$1,213.24; Qualified Presort, Postage-\$452.99; Raise Em Rank, Sports Authority Promotion-\$5,000.00; Rexwinkel Concrete, 2021-39 P.E. #4-\$44,060.79; RMB Environmental Laboratories, Lab Fees-\$660.00; Robert McCardle, Reimbursement-\$90.00; Roger Prewett II, Reimbursement-\$45.00; Rosenbauer Minnesota, Maintenance-\$1,105.46; Runnings Supply, Supplies-\$1,749.20; Ryland Devries, Reimbursement-\$45.00; S&M Printing, Supplies-\$55.10; Schoenfelder Construction, 2022-26 P.E. #5-\$277,241.67; Schoenfelder Portables, Rentals-\$360.00; South Dakota Department of Transportation, Supplies-

\$1,042.20; South Dakota Public Assurance Alliance, Insurance Freightliner-\$971.10; South Dakota Retirement System, Retirement Contributions-\$123,912.12; South Dakota-Supplemental Retirement, Supplemental Contributions-\$22,154.25; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$3,835.00; Shannon Sandoval, Reimbursement-\$45.00; Sherwin-Williams, Supplies-\$2,233.78; Sign Pro, Supplies-\$67.00; Siteworks, 2024-24 P.E. #1-\$122,296.85; Sl-Serco, Consumer Report-\$1,900.00; Soukup Construction, 2023-3 P.E. #1-\$323,786.84; SPN & Associates, 2021-3 P.E. #24-\$17,004.51; Standard Insurance Company, Life Insurance-\$2,793.16; Standard Insurance Company, Life Insurance-\$424.41; Staples, Supplies-\$330.06; Stephanie Ellwein, Travel-\$497.34; Steve Anderson, Reimbursement-\$45.00; Steve Schladweiler, Supplies-\$2,560.00; Streicher's-Minneapolis, Supplies-\$11,709.12; Sturdevants Auto Value Mitchell, Supplies-\$5,450.52; Subway, Planning Meals-\$44.95; Sun Gold Sports, Supplies-\$127.50; Teamsters Local No. 120, Union Dues-\$1,390.00; Terry Johnson, Reimbursement-\$45.00; Tessiers Mechanical Contractors, Supplies-\$690.47; The Diamond Store, Project Improvements-\$2,570.00; Thomas Gullede, Reimbursement-\$45.00; Thomas Holleman, Reimbursement-\$45.00; Thomas L Price, Screening-\$1,050.00; Thomas Schuman, Reimbursement-\$45.00; Thune True Value & Appliance, Supplies-\$358.90; Titze Electric & Remodeling, Maintenance-\$976.03; TK Electric, Repair-\$380.00; TMA Stores, Repair-\$809.34; Todd Cavanaugh, Reimbursement-\$45.00; Top Grade Concrete, 2023-4 P.E. #9-\$9,556.00; Traditions Prepared Meals, Contract Services-\$3,227.05; Transwest Sioux Falls, Supplies-\$625.00; Travis Hohrman, Reimbursed-\$221.70; Tyler Vetch, Reimbursement-\$45.00; Tylor Peterson, Reimbursement-\$90.00; UPS Store #4227, Shipping-\$54.36; USA Bluebook, Supplies-\$756.82; Van Diest Supply, Supplies-\$6,069.00; Verizon Wireless, Utilities-\$2,401.54; Vestis, Service-\$433.56; Vilhauer, Supplies-\$2,933.52; Walmart/Capital One, Supplies-\$230.38; Wanda Graves, Reimbursement-\$45.00; Wisconsin Child Support, Garnishment-\$791.16; WS Construction Management, 2021-30 P.E. #3-\$366,152.60; Youth Athletic Foundation, Sports Authority Promotion-\$12,500.00; Zach Dalrymple, Reimbursement-\$45.00; Ellwein Brothers, Supplies-\$1090.00; South Dakota Department of Revenue, Sales Tax-\$28,810.45.

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

CITIZENS INPUT:

Chad Ellsworth, a previous resident, supports the comments of Steve Sibson from the last meeting regarding the separation of the auditor and treasurer offices at Davison County.

Shannon Sandoval representing the Local Union 4166 of Firefighters stated they are opposed to IM-28.

Mitchell resident, Linda McEntee, read a long list of the many things to do going on in and around Mitchell in the next month.

Mitchell resident, Aaron Cooper, stated he believes there are currently too many restrictions on the cannabis industry.

CITY COUNCIL/MAYOR COMMENTS:

Mayor Hanson stated he and members of Council are sometimes using their phones during meetings to respond to messages.

Council Member Goldammer asked where we are at with rental inspections. City Attorney Johnson stated collecting information regarding rental inspections is still in the preliminary phase.

Council Member Goldammer thanked Corn Palace Director Doug Greenway for his years of service with the City. Greenway will be retiring on October 18th.

Council Member Bathke stated the Raise Em Rank Bull Riding event at the Corn Palace was very enjoyable, especially seeing the Mayor get bucked off of a bull.

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of Paul Groeneweg for a variance for maximum height of 3 stories vs 2 ½ stories to build 6-plexes located in the 1800 block of East 1st Avenue, legally described as Lots 1, 2, and 3, Block 1 of the Woods First Addition, a subdivision of the East ½ of the SW ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned NS Neighborhood Shopping District. The Planning Commission recommended approval of said application. Moved by Tjarks, seconded by Goldammer, to approve said application. Motion carried.

Moved by McCardle, seconded by Goldammer, to set date for October 21, 2024 on the application of 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. Motion carried.

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

UPDATE:

Donald Hammond of Brosz Engineering updated City Council on the yearly bridge inspections. The four locations inspected were the Canal Bridge, the West End Bridge, and the box culverts under Minnesota Street and Burr Street.

CONSIDER APPROVAL:

Moved by Goldammer, seconded by Barington, to approve the Special Event Application for Thanksgiving Turkey Giveaway on Saturday, November 23, 2024 with the street and parking lot closure fee waived as requested. Motion carried.

Moved by McCardle, seconded by Sabers, to approve the request for 'No Parking from 3 AM to 4:30 AM on 100 Block of West 3rd Avenue' signs adjacent to the Methodist Church. Motion carried.

Moved by Smith, seconded by Bathke, to approve amending Resolution #R2024-60, Certifying Tax Levy to the County Auditor to be \$6,743,837. Motion carried.

Moved by Tjarks, seconded by Goldammer, to approve the purchase of a water meter customer portal. The total cost for the implementation is \$37,805, this includes the first year of annual fees. Annual fees of \$11,755.00 will be due in subsequent years. Goldammer voted nay. Motion carried.

Moved by Sabers, seconded by Tjarks, to approve West End Bridge Preservation Grant Utility and Right of Way Certificate Project BRF 3630 (00)23-2 PCN 09GJ Project #2023-23. Motion carried.

AWARD BID:

Bids were opened and read on Airport Snow Removal Rebid Project #2024-22R on the 18th day of September, 2024. Moved by McCardle, seconded by Barington, to award, as follows:

**AIRPORT SNOW REMOVAL REBID
PROJECT #2024-22R**

Quality Cut Lawn & Tree, 3340 N Gale Road, Mitchell, SD 57301

Snow Accumulation up to 45 inches	\$75,000.00
Add Price for Snow Acc Greater than 45 inches to 65 inches	\$ 5,000.00
Add Price for Snow Acc Greater than 65 inches	\$ -0-
Total Maximum Amount per Winter Season	\$80,000.00

Motion carried.

CONSIDER APPROVAL:

Moved by Smith, seconded by Barington, to approve Agreement #A2024-40, State Pavement Maintenance Agreement with SDDOT-Aeronautics Division Project #AIP 46-4600-30-2024 in the amount of \$14,762.57. Motion carried.

HEARING:

Public Works Director Joe Schroeder stated the property owner was waiving the notice of hearing for special assessments for the extension of Sam Street. Schroeder then asked if there was any public comment. There was none.

RESOLUTIONS:

Moved by Barington, seconded by Goldammer, to approve Resolution #R2024-65, Declaring the Necessity for Assessments on Extension of Sam Street, as follows:

**RESOLUTION NO. R2024-65
PROPOSED RESOLUTION DECLARING THE NECESSITY
FOR THE CONSTRUCTION OF
ASPHALT SURFACING ENGINEERING FEES & MISCELLANEOUS EXPENSES ON
CERTAIN STREETS IN THE CITY OF MITCHELL, SOUTH DAKOTA**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA

SECTION 1. That it is deemed necessary to improve certain streets in the City of Mitchell, South Dakota as follows:

THE PROPERTY OWNER WILL HAVE 30 DAYS AFTER THE COLLECTION HEARING TO PAY FOR THEIR ASSESMENT WITHOUT INTEREST. AFTER 30 DAYS, INTEREST WILL BE ADDED AT A RATE OF 8% OR AS DETERMINED BY THE CITY COUNCIL. IN NOVEMBER FOLLOWING THE COLLECITON HEARING, THE BALANCE DUE ON THE ASSESMENT GETS SENT TO THE COUNTY AUDITOR AND SPLIT INTO 10 ANNUAL EQUAL PAYMENTS THAT WILL BE TAKEN OUT OF FIRST HALF OF THE TAX PAYMENT FOR THAT PROPERTY.

Segment 2024-01:

Extension of Sam Street

Construction of 3" thick Asphalt Surfacing Engineering Fees and Miscellaneous Expenses and Accessories.

	LOT	BLK.	ADDITION	ESTIMATED ASSESSMENT
1*		1	Maui Farms 2 nd Add	\$ 20,650.00
2*		2	Maui Farms 2 nd Add	\$ 20,650.00

TOTAL ASSESSMENT AMOUNT	\$ 41,300.00
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* Lots assessed for FRONT YARD according to Section 2a and 2d.

Lots assessed for INTERSECTION according to Section 2b and 2c.

^ Lots assessed for BENEFIT according to Section 2e.

SECTION 2. That it is deemed necessary to levy a special assessment to defray the expense thereof, and that the cost thereof shall be proportioned as follows:

That the method of apportioning or assessing the cost of the said improvements or payment against all assessable lots, tracts and parcels of land shall be according to the following schedules:

- a. The total Cost of the street, alley, or utility improvements shall be assessed according to the front footage of the property fronting on the improvements.
- b. The Total Cost of the street or alley improvements shall be divided equally between all lots benefiting from the improvements.
- c. Shall be to all lots, tracts, or parcels of land according to the area of each to include 1/2 of the property between the street improvement and the next street, whether or not such property abuts such street or not, but in no case shall any property situated more than 300' from such intersection be assessed.
- d. Footage of the property fronting or abutting on the improvements. The estimated cost for the street portion is estimated at \$34.42 a lineal foot, this does not include intersection, benefit or corner lot costs. Per side.

BE IT FURTHER RESOLVED that the Engineering Department prepare and file in the office of the Finance Officer for the examination of all interested parties, plans, and specifications to be used in the construction thereof; and

BE IT FURTHER RESOLVED that a hearing will be held upon such construction of proposed street and alley improvements, as provided by statute and notice thereof be given as provided by law.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Tjarks, to approve Resolution #R2024-66, A Resolution Amending City of Mitchell Water & Sewer Rates & Fees to Fund Current and Future Infrastructure Improvement Projects and to Implement a Surcharge for CW-10, as follows:

Resolution R2024-66

**A RESOLUTION AMENDING CITY OF MITCHELL WATER & SEWER RATE
RESOLUTION TO IMPLEMENT A SURCHARGE FOR CW-10**

WHEREAS, the City of Mitchell has been involved in a comprehensive infrastructure planning process,

WHEREAS, many of these projects will include state revolving loan financing that the city will be obligated to repay through rates,

WHEREAS, these improvements are necessary to meet expected demands of current customers in the next 5-10 years, as well as any future demands from growth and development within the City of Mitchell;

WHEREAS, the Mitchell City Council asked that rates be set with quarterly increases until they reach the necessary level in 2027 to fund the projected increases required for planned improvements in order to make the increases more gradual for residents;

THEREFORE, BE IT RESOLVED, by the City Council of the City of Mitchell, SD that effective October 7, 2024 rates be amended to include the surcharge as listed below for CW-10.

Water Rates

Water Rate & Effective Date		1/1/2024	4/1/2024	7/1/2024	10/1/2024
Base Rate	1" and less	\$ 13.94	\$ 14.88	\$ 15.82	\$ 16.75
	1 1/2"	\$ 27.87	\$ 29.74	\$ 31.62	\$ 33.50
	2"	\$ 44.60	\$ 47.60	\$ 50.60	\$ 53.60
	3"	\$ 83.62	\$ 89.24	\$ 94.87	\$ 100.50
	4"	\$139.37	\$148.74	\$158.12	\$ 167.50
	6"	\$278.75	\$297.50	\$316.25	\$ 335.00
Water Usage		\$ 6.48	\$ 6.48	\$ 6.48	\$ 6.48

Water rates include the following surcharges that are segregated from the total fees collected:

\$1.78/month/user	DW- 02	Water Storage Tank
\$.85/month/user	DW-05	West Water Tower Repairs
\$10.30/month/user	DW-06	Ground Storage Tank Project
\$1.94/month/user	DW-07	Water System Improvements

Sewer Rates

2024 Sewer Rate & Effective Date		1/1/2024	4/1/2024	7/1/2024	10/1/2024
Residential	Base	\$ 29.45	\$ 29.85	\$ 30.25	\$ 30.65
	Volume	\$ 4.05	\$ 4.10	\$ 4.16	\$ 4.22
Non Residential	Base	\$ 29.45	\$ 29.85	\$ 30.25	\$ 30.65
	Volume	\$ 5.06	\$ 5.13	\$ 5.20	\$ 5.27
Industrial	Base	\$ 29.45	\$ 29.85	\$ 30.25	\$ 30.65
	Volume	\$ 4.03	\$ 4.08	\$ 4.14	\$ 4.20
	BOD	\$ 0.89	\$ 0.90	\$ 0.91	\$ 0.92
	TSS	\$ 1.30	\$ 1.32	\$ 1.34	\$ 1.36
	TKN	\$ 4.86	\$ 4.92	\$ 4.99	\$ 5.06

Sewer rates include the following surcharges that are segregated from the total fees collected:

\$8.05/month/user	CW-05	Sanborn Phase II
\$3.70/month/user	CW-06	East Central Drainage Phase I
\$.99/month/user	CW-07	East Central Drainage Phase II
\$1.11/month/user	CW-08	Daily Drive Lift Station
\$11.60/month/user	CW-09	Waste Water Treatment Plant Improvements Phase I
\$.77/month/user	CW-12	Livesay Improvements
\$3.47/month/user	CW-11	Waste Water System Improvements
\$9.36/month/user	CW-10	Waste Water Treatment Plant Improvements Phase II

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Tjarks, to approve Resolution #R2024-67, Resolution Giving Approval to Certain Sewer Facilities Improvements Giving Approval to the Issuance and Sale of a Revenue Bond to Finance, Directly or Indirectly, the Improvements to the Facilities; Approving the Form of the Loan Agreement and the Revenue Bond and Pledging Project Revenues and Collateral to Secure the Payment of the Revenue Bond; and Creating Special Funds and Accounts for the Administration of Funds for Operation of the System and Retirement of the Revenue Bond and Providing for a Segregated Special Charge or Surcharge for the Payment of the Bonds, as follows:

RESOLUTION # R2024-67

RESOLUTION GIVING APPROVAL TO CERTAIN SEWER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND

CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Mitchell (the “City”) currently operates a sewer system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; and for the control of floods and drainage and has determined that improvements to the sewer facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its sewer system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its sewer system for the purpose of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Clean Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“**Act**” means South Dakota Codified Laws Chapter 9-40.

“**Loan**” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“**Project**” means the City of Mitchell Wastewater Treatment Facility Phase 2 Improvements.

“Revenue Bond” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“System” means the City’s system of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes.

SECTION 2. Declaration of Necessity and Findings.

2.1.1. Declaration of Necessity. The City hereby determines and declares it is necessary to construct and finance improvements to its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-2, and the federal Clean Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$12,899,436 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the “Loan Agreement”), the form of which is on file with the Finance Officer (the “Finance Officer”) and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and

directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$12,899,436 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond.

4.1. The City does hereby create the Revenue Bond Special-Surcharge District (the "Surcharge District") which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the

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payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.2. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.3. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due.

4.4. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.5. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement's rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the sewer system account of the City and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of

the City of Mitchell, South Dakota (collectively the “Rate Resolution”). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City’s governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or

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(d) To be used for any other authorized municipal purpose designated by the Common Council.

(e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System

for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Goldammer, seconded by Smith, to place Ordinance #O2024-08, Rezoning of Lot 12, Maui Farms First Addition in Section 34, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota be changed from UD Urban Development District to TWC Transportation, Warehousing and Commercial District (110 E 54th Ave) on second reading. Motion carried. Moved by Barington, seconded by Goldammer, to adopt Ordinance #O2024-08, Rezoning of Lot 12, Maui Farms First Addition in Section 34, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota be changed from UD Urban Development District to TWC Transportation, Warehousing and Commercial District (110 E 54th Ave), as follows:

ORDINANCE NO. O2024-08

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 12, Maui Farms First Addition in Section 34, T 104 N R 60 W of the 5th P.M., Davison County, South Dakota; be changed from UD Urban Development 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 12, Maui Farms First Addition in Section 34, T 104 N R 60 W of the 5th P.M., Davison County, South Dakota; be changed from UD Urban Development 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.

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

Moved by Tjarks, seconded by Goldammer, to place Ordinance #O2024-09, Rezoning of Lots 1A & 2A in Block 2 of Bayside Overlook Subdivision in the SE ¼ of the SE ¼ of Section 4, Township 103 North, Range 60 West of the 5th P.M., in the City of Mitchell, Davison County,

South Dakota be changed from TWC Transportation, Warehousing and Commercial District to RL Lake Residential District on second reading. Motion carried. Moved by Goldammer, seconded by Barington, to adopt Ordinance #O2024-09, Rezoning of Lots 1A & 2A in Block 2 of Bayside Overlook Subdivision in the SE ¼ of the SE ¼ of Section 4, Township 103 North, Range 60 West of the 5th P.M., in the City of Mitchell, Davison County, South Dakota be changed from TWC Transportation, Warehousing and Commercial District to RL Lake Residential District, as follows:

ORDINANCE NO. O2024-09

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; 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; be changed from TWC Transportation, Warehousing and Commercial District to RL Lake Residential 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, 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; be changed from TWC Transportation, Warehousing and Commercial District to RL Lake Residential District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

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

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

UPDATE:

City Administrator Stephanie Ellwein updated City Council regarding the 2025 budget status. Ellwein reviewed capital projects that were added back into the budget as well as the subsidy requests. Ellwein also reviewed the capital projects that were cut to balance the budget and other capital item discussions.

EXECUTIVE SESSION:

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

Mayor Hanson declared the board out of executive session at 8:36 p.m. and the City Council to reconvene in regular session at 8:37 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 9-23-24
City Council Chambers, City Hall, 612 N. Main Street
September 23, 2024

1. Call to Order

Chairperson Genzlinger called the September 23, 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, Sonne.

Absent: Schreurs.

Staff Present: Dammann, Mayor Hanson, Jenniges.

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

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

5. Approval of Previous Minutes: September 9, 2024

Motion by Osterloo, seconded by Schmitz to approve the proposed minutes of the September 9, 2024 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: October 15, 2024

Motion by Sonne, seconded by Osterloo to set the date for the next Planning Commission Meeting for October 15, 2024. All present voting aye; motion carried.

7. Variance Permit: Paul Groenweg

Paul Groeneweg has applied for a variance permit for maximum height of 3 stories vs 2 ½ stories to build 3 story 6-plexes; located in the 1800 block of E 1st Ave, legally described as Lots 1, 2 and 3, Block 1 of the Woods First Addition, a subdivision of the East ½ of the SW ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned NS Neighborhood Shopping 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 that did not make the packet,

with one requesting a fence and trees and one opposing that did not make the packet. All were handed out at the meeting. The applicant was not present to answer questions.

Jenniges explained that the ordinance currently has height restrictions by stories or by feet. In NS it is 2 1/2 stories but that is an arbitrary number because stories could be 8', 9' or other.

Because stories are defined, the applicant has to abide by that form of measurement instead of overall height. The applicant does not want to build a 6-plex with a garden view, he would like to build all above grade. The apartment building to the west is a 2-story building but looks taller because it is 60' wide, so the peak of the roof is much higher so it's often thought of a 3-story building but it is only a 2-story building.

Sonne questioned the zoning around these parcels and, height restrictions, which was answered it is R4 except the golf course. R4 allows for 6 stories or 65'. That makes neighborhood shopping more restrictive than what the neighboring zoning is. If it were rezoned to R4, they are permitted to have up to 24 units on a parcel. Over 24 units would require a CUP.

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

8. Other Business:

Jenniges stated there will be a Zoning Ordinance Review Public Input session on Wednesday, October 16, 2024 @ 2:00 P.M. in Council Chambers. Staff will consider discussions from this input session and begin the process of updating the ordinance. Next, there would be some smaller group meetings of staff, a Planning Commission member or two and a Council member or two to be able to bring proposals for changes to the Planning Commission for discussion over a period of time before starting the formal process of adopting and amending the zoning ordinance.

9. Public Input:

None.

10. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:14 P.M.



Kevin Genzlinger
Planning Commission Chairperson



Planning Commission 10-15-24
City Council Chambers, City Hall, 612 N. Main Street
October 15, 2024

1. Call to Order

Vice-Chairperson Osterloo called the October 15, 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, Havlik (telephonically), Jirsa (telephonically), Osterloo, Sonne.

Absent: Genzlinger, Schmitz, Schreurs.

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

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

Motion by Sonne, seconded by Jirsa to approve the proposed agenda. Roll call vote:

Genzlinger – absent, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

5. Approval of Previous Minutes: September 23, 2024

Motion by Sonne, seconded by Jirsa to approve the proposed minutes of the September 23, 2024 Planning Commission Meeting. Roll call vote: Genzlinger – absent, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

6. Schedule Next Meeting: October 28, 2024

Motion by Sonne, seconded by Jirsa to set the date for the next Planning Commission Meeting for October 28, 2024. Roll call vote: Genzlinger – absent, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

7. 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 gave a history of the previous meetings. City Planning Commission recommended approval at their 8-26-24 meeting with a condition it be reviewed at their first October meeting.

There were also the following conditions for outside storage; 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. The following was the conditions they put on for the automotive sales, repair, parts and detailing; 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. Board of adjustment approved the CUP at their 9-3-24 meeting with the condition it be reviewed at their second October meeting with the same conditions. The previous minutes were included in the packet for review.

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 from the first meeting opposed, and two responses opposed for this meeting that did not make the packet but were handed out. The applicant was present to answer questions and presented a GIS map of his land.

Osterloo questioned what has been done since the last meeting. Frost answered that they have dug holes for fence posts and have the map for where the fences are going to go. Osterloo questioned what about one of the letter stating more stuff had been brought in to which was answer that was from an insurance auto auction and that has already been removed.

Derek Davis said that any vehicles in the impound lot usually leave the next day or two days later. They have hauled out 6 to 8 vehicles. They destroyed the materials for the quanzit they were going to build because they didn't feel like they had enough time to do that and cost them a few thousand dollars. He also noted some locations where holes have been dug and where fences will be placed. He believes everyone is against them and want a plan from the city for what they want to be completed.

Sonne explained they were supposed to come to this meeting with a written plan for the board to approve or deny. The board recommended approval with the intent of a future plan being brought to the board, so they didn't have to cease and desist like one of the letters stated they felt should have happened.

Frost noted they talked about metal fencing like H&R Salvage but with the wind they could come loose and start banging and not know it's happening. He proposed using a fence netting like Krohmer Plumbing uses on their North Main location. It's a 95% visual blocking netting.

Denny Kiner gave a history of the land when they owned it. After his father died they took out 220 tons of iron from the property. His solution is to put up a 10' fence on the south and east side of the property. He understands they are trying to make a living but the land out there has changed into a residential neighborhood from what it was years ago when the closest neighbor was a quarter mile away. Kiner stated he likes the netting on the fence and would not be opposed to that or the business.

Jirsa stated what he was expecting to happen at this meeting was a written plan by the

applicants for the applicants to follow moving forward. He understands it has taken a long time for this mesh to happen and will take time to clean up and he wants that written down so there is no confusion on timeline for when it will all be done.

Johnson gave some advice for what the board's options are. They could postpone and bring it back to Planning Commission with any conditions or send it to Board of Adjustment with or without conditions.

Motion by Sonne, seconded by Osterloo to recommend approval of the conditional use for automotive sales, repair, parts and detailing. Roll call vote: Genzlinger – absent, Havlik – aye, Jirsa – nay, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 3 aye, 1 nay, 3 absent; motion carried.

Motion by Jirsa, seconded by Sonne to recommend approval of the conditional use outside storage with the condition they present at Board of Adjustment a written plan 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 – absent, Havlik – nay, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 3 aye, 1 nay, 3 absent; motion carried.

8. Rezone Hearing & Recommendation: Hackberry Holdings LLC

Hackberry Holdings LLC is requesting the following property legally described as; S ½ of the E ½ of Square 7 (Lots 10-12, Square 7) Weaver's Squares Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Oriented Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

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 not present to answer questions.

Jenniges said the applicant would like to build another cold storage building but it would go across different zoning districts. The entire block has been rezoned multiple different times. He noted the applicant is trying to get rid of some of the semi's by building another shed.

Sonne agreed that they are trying to clean up the property with the proposal and it's not spot zoning.

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

9. Plan Approval: Mega Wash

Jenniges said the applicant would like to add another wash bay to the west side of the building. He showed the board the plan that was in the packet for their review. The applicant was not present to answer questions.

Motion by Jirsa, seconded by Sonne to approve the plan. Roll call vote: Genzlinger – absent, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye.

4 aye, 0 nay, 3 absent; motion carried.

10. Other Business:

Jenniges reminded the board of the public input session for the zoning ordinance revision on October 16, 2024 @ 2:00 P.M. in council chambers.

11. Public Input:

None.

12. Adjourn

Vice-Chairperson Osterloo adjourned the meeting at 12:49 P.M.

Jon Osterloo
Planning Commission Vice-Chairperson

CITY OF MITCHELL

1ST and 2ND PENNY SALES TAX

QUARTERLY COLLECTION HISTORY

Reported figures reflect actual collections for each one cent of sales tax (double the total collected).

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2010	4,742,773.61	6.50%	1,004,206.79	996,391.49	1,175,091.40	1,567,083.93
2011	4,916,440.28	3.66%	998,091.40	1,176,128.73	1,307,903.85	1,434,316.30
2012	5,368,608.63	9.20%	1,143,164.57	1,218,120.94	1,418,090.62	1,589,232.50
2013	5,213,186.08	-2.89%	1,136,426.56	1,191,087.68	1,399,370.45	1,486,301.39
			-0.59%	2,327,514.24. -1.43%	3,726,884.69. -1.41%	5,213,186.08 -2.89%
2014	5,408,745.24	3.75%	1,132,139.50	1,177,315.69	1,503,870.05	1,595,420.00
			-0.37%	2,309,455.19. -0.78%	3,813,325.24 2.32%	5,408,745.24 3.75%
2015	5,560,346.84	2.80%	1,246,307.22	1,111,031.77	1,542,948.86	1,660,058.99
			10.08%	2,357,338.99 2.07%	3,900,287.85 2.28%	5,560,346.84 2.80%
2016	5,471,800.14	-1.59%	1,121,498.95	1,189,015.16	1,640,952.14	1,520,333.89
			-10.01%	2,310,514.11 -1.99%	3,951,466.25 1.31%	5,471,800.14 -1.59%
2017	5,472,944.38	0.02%	1,168,606.89	1,172,899.95	1,719,455.47	1,411,982.07
			4.20%	2,341,506.84 1.34%	4,060,962.31 2.77%	5,472,944.38 0.02%
2018	5,724,840.89	4.60%	1,336,167.88	1,130,017.30	1,793,804.79	1,464,850.92
			14.34%	2,466,185.18 5.32%	4,259,989.97 4.90%	5,724,840.89 4.60%
2019	5,645,323.19	-1.39%	1,295,844.66	1,108,413.91	1,729,191.09	1,511,873.53
			-3.02%	2,404,258.57 -2.51%	4,133,449.66 -2.97%	5,645,323.19 -1.39%
2020	5,615,768.74	-0.52%	1,282,714.51	1,054,141.12	1,780,199.71	1,498,713.40
			-1.01%	2,336,855.63 -2.80%	4,117,055.34 -.40%	5,615,768.74 -.52%
2021	6,187,725.34	10.18%	1,264,770.83	1,255,519.24	2,026,764.68	1,640,670.59
			-1.40%	2,520,290.07 7.85%	4,547,054.75 10.44%	6,187,725.34 10.18%
2022	6,775,812.09	9.50%	1,484,890.62	1,621,947.17	1,847,020.72	1,821,953.58
			17.40%	3,106,837.79 23.27%	4,953,858.51 8.95%	6,775,812.09 9.50%
2023	7,250,061.70	7.00%	1,593,252.54	1,709,516.39	1,994,129.14	1,953,163.63
			7.30%	3,302,768.93 6.31%	5,296,898.07 6.92%	7,250,061.70 7.00%
2024	5,574,642.16	5.24%	1,755,977.81	1,525,978.27	2,292,686.08	
			10.21%	3,281,956.08 -0.63%	5,574,642.16 5.24%	

CITY OF MITCHELL															
1ST & 2ND PENNY SALES TAX															
MONTHLY COLLECTION HISTORY															
	BUDGET	TOTAL ACTUAL	ACTUAL %												
YEAR	AMOUNT:	COLLECTIONS:	INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2010^	4,680,000	4,742,773.61	6.50	268,490.26	356,710.90	379,005.63	334,120.30	338,671.95	323,599.24	497,044.67	458,154.87	219,891.86	500,224.92	524,161.12	542,697.89
2011+	4,750,000	4,916,440.28	3.66	250,103.91	365,260.54	382,726.95	412,828.04	393,665.81	369,634.88	432,490.26	545,861.28	329,552.31	385,888.30	469,123.49	579,304.51
2012	4,975,000	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53
2013	5,228,000	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15
2014	5,375,000	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65
2015	5,375,000	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07
2016	5,590,000	5,471,800.14	(1.59)	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	491,896.66	386,211.17	642,226.06
2017	5,590,000	5,472,944.38	0.02	314,226.16	439,907.44	414,473.29	428,428.32	360,943.07	383,528.56	703,067.14	450,666.82	565,721.51	395,455.72	467,453.85	549,072.50
2018	5,471,800	5,724,840.89	4.60	383,276.70	505,707.15	447,184.03	402,686.59	443,340.74	283,989.97	720,544.06	546,190.43	527,070.30	378,035.60	429,741.17	657,074.15
2019	5,521,800	5,645,323.19	(1.39)	380,964.38	475,050.96	439,829.32	286,501.27	595,560.40	226,352.24	617,301.74	648,368.69	463,520.66	487,890.04	535,978.36	488,005.13
2020	5,378,333	5,615,768.74	(0.52)	482,425.98	401,397.66	398,890.87	476,968.75	422,410.65	154,761.72	820,662.75	494,907.24	464,629.72	520,474.40	441,945.44	536,293.56
2021	5,593,333	6,187,725.34	10.18	504,793.07	370,090.20	389,887.56	596,963.70	510,380.97	148,174.57	935,626.32	509,241.13	581,897.23	540,337.38	461,781.44	638,551.77
2022	5,715,769	6,775,812.09	9.50	583,303.14	371,021.69	530,565.79	581,055.46	484,781.15	556,110.56	656,824.67	536,419.86	653,776.19	614,839.88	529,332.04	677,781.66
2023	5,900,000	7,250,061.70	7.00	540,211.39	535,030.61	518,010.54	587,336.88	552,642.54	569,536.97	740,477.38	532,185.96	721,465.80	595,898.42	622,051.08	735,214.13
				540,211.39	1,075,242.00	1,593,252.54	2,180,589.42	2,733,231.96	3,302,768.93	4,043,246.31	4,575,432.27	5,296,898.07	5,892,796.49	6,514,847.57	7,250,061.70
						1,755,977.81			1,525,978.27			2,292,686.08			0.00
2024	6,526,817	5,574,642.16	5.24	523,359.33	671,681.61	560,936.87	521,925.50	716,780.80	287,271.97	875,525.42	801,243.12	615,917.54			
				523,359.33	1,195,040.94	1,755,977.81	2,277,903.31	2,994,684.11	3,281,956.08	4,157,481.50	4,958,724.62	5,574,642.16	5,574,642.16	5,574,642.16	5,574,642.16
				-3.12%	11.14%	10.21%	4.46%	9.57%	-0.63%	2.83%	8.38%	5.24%			
															YTD %
^	Adjusted for DRR encoding error in March and April. Repayment made June 2010 through December 2010 in the amount of \$13,892.02 per penny, per month.														
+	Adjusted for Sales Tax Repayment to the City of Mitchell from the Dept. of Revenue in the amount of \$179,411.96 (\$89,705.98 per penny).														

CITY OF MITCHELL ENTERTAINMENT TAX

QUARTERLY COLLECTION HISTORY

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2010	664,564.41	8.40%	120,615.39	126,204.70	191,386.37	226,357.95
2011	656,532.15	-1.21%	118,695.00	136,300.85	208,391.15	193,145.15
2012	697,676.11	6.27%	125,969.05	147,874.96	203,448.99	220,383.11
2013	691,101.94	-0.94%	131,955.75	144,977.31	221,211.54	192,957.34
			4.53%	276,933.06 1.13%	498,144.60 4.37%	691,101.94 -0.94%
2014	725,646.21	5.00%	135,546.54	142,149.17	225,519.46	222,431.04
			2.72%	277,695.71 0.28%	503,215.17 1.02%	725,646.21 5.00%
2015	770,673.56	6.21%	154,511.20	146,311.07	253,959.91	215,891.12
			13.99%	300,822.27 8.33%	554,782.44 10.25%	770,673.56 6.21%
2016	793,240.17	2.93%	145,551.59	157,655.63	250,026.46	240,006.49
			-5.80%	303,207.22 .79%	553,233.68 -.28%	793,240.17 2.93%
2017	790,107.66	-0.39%	147,688.45	169,649.01	269,219.66	203,550.54
			1.47%	317,337.46 4.66%	586,557.12 6.02%	790,107.66 -.39%
2018	789,559.57	-0.07%	164,059.02	143,388.32	278,327.96	203,784.27
			11.08%	307,447.34 -3.12%	585,775.30 -.13%	789,559.57 -.07%
2019	833,576.12	5.57%	174,314.16	155,419.75	280,794.78	223,047.43
			6.25%	329,733.91 7.25%	610,528.69 4.23%	833,576.12 5.57%
2020	755,428.66	-9.37%	172,442.09	124,320.72	245,967.43	212,698.42
			-1.07%	296,762.81 -10.00%	542,730.24 -11.10%	755,428.66 -9.37%
2021	929,153.77	23.00%	158,059.05	179,764.88	345,504.57	245,825.27
			-8.34%	337,823.93 13.84%	683,328.50 25.91%	929,153.77 23.00%
2022	974,002.42	4.83%	184,256.30	233,236.54	300,335.19	256,174.39
			16.57%	417,492.84 23.58%	717,828.03 5.05%	974,002.42 4.83%
2023	974,198.96	0.02%	199,200.39	210,464.62	305,683.90	258,850.05
			8.11%	409,665.01 -1.87%	715,348.91 -.35%	974,198.96 .02%
2024	740,473.04	3.51%	207,640.71	194,906.04	337,926.29	
			4.24%	402,546.75 -1.74%	740,473.04 3.51%	

CITY OF MITCHELL															
3RD PENNY SALES TAX															
MONTHLY COLLECTION HISTORY															
YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2010	621,000	664,564.41	8.40	31,043.18	33,390.75	56,151.46	37,944.29	44,431.40	43,859.01	70,222.72	69,888.47	51,275.18	75,773.49	77,286.38	73,298.08
2011	633,000	656,532.15	(1.21)	26,671.51	39,718.12	52,305.37	38,082.17	55,190.54	43,028.14	60,191.20	88,869.14	59,330.81	63,627.23	61,965.11	67,552.81
2012	685,000	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15
2013	698,000	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53
2014	722,000	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95
2015	722,000	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53
2016	750,000	793,240.17	2.93	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	89,887.83	68,789.53	81,329.13
2017	680,000	790,107.66	(0.39)	40,489.65	56,521.74	50,677.06	61,899.68	49,494.55	58,254.78	101,128.39	68,449.71	99,641.56	64,528.02	65,496.74	73,525.78
2018	820,000	789,559.57	(0.07)	41,017.18	62,200.06	60,841.78	50,561.37	49,355.07	43,471.88	107,048.99	85,942.83	85,336.14	55,490.48	63,417.12	84,876.67
2019	790,000	833,576.12	5.57	51,576.74	62,859.78	59,877.64	39,434.95	78,468.82	37,515.98	89,755.78	102,353.23	88,685.77	76,541.45	80,242.70	66,263.28
2020	790,000	755,428.66	(9.37)	59,397.75	56,494.36	56,549.98	60,882.27	40,520.39	22,918.06	96,077.01	74,822.08	75,068.34	83,093.78	57,532.07	72,072.57
2021	650,000	929,153.77	23.00	55,833.11	50,072.02	52,153.92	82,977.05	65,403.88	31,383.95	141,572.27	88,289.63	115,642.67	86,501.58	70,472.20	88,851.49
2022	755,000	974,002.42	4.83	69,159.45	43,370.47	71,726.38	88,038.67	65,622.79	79,575.08	101,833.57	86,884.13	111,617.49	86,439.65	81,092.65	88,642.09
2023	845,000	974,198.96	0.02	58,654.19	75,561.41	64,984.79	70,927.22	60,049.02	79,488.38	103,248.21	77,102.98	125,332.71	81,233.49	85,474.21	92,142.35
				58,654.19	134,215.60	199,200.39	270,127.61	330,176.63	409,665.01	512,913.22	590,016.20	715,348.91	796,582.40	882,056.61	974,198.96
						207,640.71			194,906.04			337,926.29			0.00
2024	929,195	740,473.04	3.51	61,771.89	83,007.31	62,861.51	56,488.20	92,082.15	46,335.69	119,713.09	118,739.00	99,474.20			
				61,771.89	144,779.20	207,640.71	264,128.91	356,211.06	402,546.75	522,259.84	640,998.84	740,473.04	740,473.04	740,473.04	740,473.04
				5.32%	7.87%	4.24%	-2.22%	7.89%	-1.74%	1.82%	8.64%	3.51%			YTD %

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
GENERAL					
101-102 CASH CHANGE	200.00	0.00	0.00	200.00	0.00
101-1021 CASH CHANGE-PS	200.00	0.00	0.00	200.00	0.00
101-103 CASH CHANGE-FINANCE	300.00	0.00	0.00	300.00	0.00
101-104 CASH IN INT BEARING ACCTS	17,573,000.78	21,275,391.25	(19,852,034.21)	18,996,357.82	1,423,357.04
101-1044 INVESTMENT-FIT	388,816.93	14,730.64	0.00	403,547.57	14,730.64
101-1046 ASSIGN CASH-LAKE MITCH IMPROV	6,179,837.00	0.00	(1,495,737.00)	4,684,100.00	(1,495,737.00)
101-10465DESIGNATED CASH-VETERAN'S PARK	45,529.10	0.00	(6,530.61)	38,998.49	(6,530.61)
101-10471ASSIGNED CASH-MIT TOWNSHIP	61,635.00	0.00	0.00	61,635.00	0.00
101-10472ASSIGNED CASH-SAT FIRE STAT	40,166.21	0.00	0.00	40,166.21	0.00
101-10473ASSIGNED CASH-LAKE SHORE STABI	0.00	0.00	0.00	0.00	0.00
101-10474ASSIGNED CASH-JETTY/BOAT DOCKS	0.00	0.00	0.00	0.00	0.00
101-10475ASSIGNED CASH-ASSESSMENTS	500,000.00	0.00	0.00	500,000.00	0.00
101-1048 ASSIGNED CASH-EMS EQUIP REPL	0.00	0.00	0.00	0.00	0.00
101-1049 ASSIGNED CASH-27TH PAYROLL	0.00	0.00	0.00	0.00	0.00
101-105 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1051 CERTIFICATE OF DEPOSIT-FIT	0.00	0.00	0.00	0.00	0.00
101-1053 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1054 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1076 RESTRICTED SAVINGS-BID #2/SA	87,292.00	0.00	0.00	87,292.00	0.00
101-1077 RESTRICTED-CLFRF FUNDS	0.00	0.00	0.00	0.00	0.00
101-1079 RESTRICTED-STP PURPOSES	235,366.81	582,501.90	(764,287.00)	53,581.71	(181,785.10)
TOTAL 101-GENERAL	25,112,343.83	(21,872,623.79)	(22,118,588.82)	24,866,378.80	(245,965.03)
 PARK FUND					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	1,279,205.06	4,060,387.82	(3,469,834.32)	1,869,758.56	590,553.50
201-1045 DESIGNATED CASH-SKATEPARK	0.00	0.00	0.00	0.00	0.00
201-1046 DESIGNATED CASH-CADWELL	0.00	0.00	0.00	0.00	0.00
201-1047 DESIGNATED CASH-CAP IMPROV FEE	11,823.09	0.00	0.00	11,823.09	0.00
201-1048 DESIGNATED-LIFEQUEST	197,907.07	0.00	(98,000.00)	99,907.07	(98,000.00)
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	1,489,445.22	(4,060,387.82)	(3,567,834.32)	1,981,998.72	492,553.50
 CORN PALACE FUND					
202-102 ATM CASH CHANGE	0.00	10,000.00	0.00	10,000.00	10,000.00
202-1021 CASH CHANGE	0.00	6,620.00	0.00	6,620.00	6,620.00
202-104 CASH IN INT BEARING ACCTS	0.00	1,723,671.83	(1,481,714.20)	241,957.63	241,957.63
202-1074 DESIGNATED-PRE STURGIS PARTY	0.00	6,906.32	0.00	6,906.32	6,906.32
TOTAL 202-CORN PALACE FUND	0.00	(1,747,198.15)	(1,481,714.20)	265,483.95	265,483.95

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>LAKE MITCHELL</u>					
203-104 CASH IN INT BEARING ACCTS	<u>3,731,974.06</u>	<u>2,373,332.95</u>	<u>(1,063,084.78)</u>	<u>5,042,222.23</u>	<u>1,310,248.17</u>
TOTAL 203-LAKE MITCHELL	3,731,974.06	(2,373,332.95)	(1,063,084.78)	5,042,222.23	1,310,248.17
 <u>BUSINESS IMPROV DIST #4</u>					
209-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>321,456.50</u>	<u>(71,832.00)</u>	<u>249,624.50</u>	<u>249,624.50</u>
TOTAL 209-BUSINESS IMPROV DIST #4	0.00	(321,456.50)	(71,832.00)	249,624.50	249,624.50
 <u>ENTERTAINMENT TAX</u>					
211-104 CASH IN INT BEARING ACCTS	808,834.87	782,303.66	(631,942.70)	959,195.83	150,360.96
211-1041 ASSIGNED CASH-STREETScape	10,567.94	0.00	0.00	10,567.94	0.00
211-1042 ASSIGNED-CP PLAZA EXPANSION	100,000.00	0.00	0.00	100,000.00	0.00
211-107 RESTRICTED CASH-BONDS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 211-ENTERTAINMENT TAX	919,402.81	(782,303.66)	(631,942.70)	1,069,763.77	150,360.96
 <u>BUSINESS IMPROV DIST #3</u>					
213-104 CASH IN INT BEARING ACCTS	<u>124,984.16</u>	<u>38,466.59</u>	<u>(15,169.87)</u>	<u>148,280.88</u>	<u>23,296.72</u>
TOTAL 213-BUSINESS IMPROV DIST #3	124,984.16	(38,466.59)	(15,169.87)	148,280.88	23,296.72
 <u>E-911 EMERGENCY</u>					
214-104 CASH IN INT BEARING ACCTS	<u>822,108.89</u>	<u>851,917.98</u>	<u>(659,102.70)</u>	<u>1,014,924.17</u>	<u>192,815.28</u>
TOTAL 214-E-911 EMERGENCY	822,108.89	(851,917.98)	(659,102.70)	1,014,924.17	192,815.28
 <u>SPECIAL ASSESS REVOLVING</u>					
216-104 CASH IN INT BEARING ACCTS	<u>176,915.99</u>	<u>0.00</u>	<u>0.00</u>	<u>176,915.99</u>	<u>0.00</u>
TOTAL 216-SPECIAL ASSESS REVOLVING	176,915.99	0.00	0.00	176,915.99	0.00
 <u>COMMUNITY SERVICES</u>					
218-102 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
218-104 CASH IN INT BEARING ACCTS	55,217.65	1,289,021.70	(1,169,183.65)	175,055.70	119,838.05
218-1045 DESIGNATED CASH-IMPROVEMENTS	<u>890.77</u>	<u>0.00</u>	<u>0.00</u>	<u>890.77</u>	<u>0.00</u>
TOTAL 218-COMMUNITY SERVICES	56,108.42	(1,289,021.70)	(1,169,183.65)	175,946.47	119,838.05
 <u>NUTRITION</u>					
219-102 CASH CHANGE	25.00	0.00	0.00	25.00	0.00
219-104 CASH IN INT BEARING ACCTS	<u>323,200.76</u>	<u>260,879.21</u>	<u>(274,272.09)</u>	<u>309,807.88</u>	<u>(13,392.88)</u>
TOTAL 219-NUTRITION	323,225.76	(260,879.21)	(274,272.09)	309,832.88	(13,392.88)
 <u>LIBRARY FINES FUND</u>					
226-104 CASH IN INT BEARING ACCTS	<u>94,634.22</u>	<u>27,100.79</u>	<u>(18,550.70)</u>	<u>103,184.31</u>	<u>8,550.09</u>
TOTAL 226-LIBRARY FINES FUND	94,634.22	(27,100.79)	(18,550.70)	103,184.31	8,550.09

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>AIRPORT</u>					
230-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>274,812.39</u>	<u>(329,912.56)</u>	<u>(55,100.17)</u>	<u>(55,100.17)</u>
TOTAL 230-AIRPORT	0.00	(274,812.39)	(329,912.56)	(55,100.17)	(55,100.17)
<u>DEBT SER-TID #7 WSTWD ADD</u>					
303-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 303-DEBT SER-TID #7 WSTWD ADD	0.00	0.00	0.00	0.00	0.00
<u>DEBT SER-TID #8 CONF CTR</u>					
304-104 CASH IN INT BEARING ACCTS	<u>140,867.34</u>	<u>165,672.05</u>	<u>(240,806.34)</u>	<u>65,733.05</u>	<u>(75,134.29)</u>
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	140,867.34	(165,672.05)	(240,806.34)	65,733.05	(75,134.29)
<u>DEBT SERV-TID #9 VANTAGE</u>					
305-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>55,139.97</u>	<u>(38,566.50)</u>	<u>16,573.47</u>	<u>16,573.47</u>
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	(55,139.97)	(38,566.50)	16,573.47	16,573.47
<u>TID #14 - PEPSI WIS-PAK</u>					
308-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>61,175.24</u>	<u>(30,587.62)</u>	<u>30,587.62</u>	<u>30,587.62</u>
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	(61,175.24)	(30,587.62)	30,587.62	30,587.62
<u>TID #15 - PROBUILD</u>					
309-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 309-TID #15 - PROBUILD	0.00	0.00	0.00	0.00	0.00
<u>TID #16 - INNOVATIVE SYS</u>					
310-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>54,690.76</u>	<u>0.00</u>	<u>54,690.76</u>	<u>54,690.76</u>
TOTAL 310-DEBT SERV-TID #16-INNOVAT	0.00	(54,690.76)	0.00	54,690.76	54,690.76
<u>TID #17 - WOODS ADDITION</u>					
311-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 311-DEBT SERV-TID #17-WOODS	0.00	0.00	0.00	0.00	0.00
<u>TIE #18 - STARLITE ESTAT</u>					
312-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 312-TID #18-STARLITE ESTATES	0.00	0.00	0.00	0.00	0.00
<u>TID #19 - ANTACH/MHA</u>					
313-104 CASH IN INT BEARING ACCTS	<u>11,796.17</u>	<u>12,584.43</u>	<u>(24,380.60)</u>	<u>0.00</u>	<u>(11,796.17)</u>
TOTAL 313-TID #19 ANTACH/MHA	11,796.17	(12,584.43)	(24,380.60)	0.00	(11,796.17)
<u>TID #20 - MORRIS</u>					
314-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>18,858.34</u>	<u>(9,429.17)</u>	<u>9,429.17</u>	<u>9,429.17</u>
TOTAL 314-TID #20-MORRIS	0.00	(18,858.34)	(9,429.17)	9,429.17	9,429.17

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>TID #21 - HOHN ENTERPR.</u>					
315-104 CASH IN INT BEARING ACCTS	0.00	11,770.34	(11,770.34)	0.00	0.00
TOTAL 315-TID #21 HOHN ENTERPRISES	0.00	(11,770.34)	(11,770.34)	0.00	0.00
<u>TID #22 - KUSTOM CYCLES</u>					
316-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 316-TID#22-KUSTOM CYCLES	0.00	0.00	0.00	0.00	0.00
<u>TID #24 - PERFORMANCE PET</u>					
318-104 CASH IN INT BEARING ACCTS	0.00	60,435.70	0.00	60,435.70	60,435.70
TOTAL 318-TID #24-PERFORMANCE PET	0.00	(60,435.70)	0.00	60,435.70	60,435.70
<u>TID #26 - WESTERN BLDG</u>					
319-104 CASH IN INT BEARING ACCTS	0.00	5,677.84	0.00	5,677.84	5,677.84
TOTAL 319-TID #26-WESTERN BUILDING	0.00	(5,677.84)	0.00	5,677.84	5,677.84
<u>TID #27 - FIALA HOUSING</u>					
320-104 CASH IN INT BEARING ACCTS	686.19	10,077.02	0.00	10,763.21	10,077.02
TOTAL 320-TID#27-FIALA HOUSING	686.19	(10,077.02)	0.00	10,763.21	10,077.02
<u>TID #28 - FLATS ON HAVENS</u>					
321-104 CASH IN INT BEARING ACCTS	0.00	4,983.64	0.00	4,983.64	4,983.64
TOTAL 321-TID #28-FLATS ON HAVENS	0.00	(4,983.64)	0.00	4,983.64	4,983.64
<u>TID #29 - WOOLWORTH</u>					
322-104 CASH IN INT BEARING ACCTS	0.00	521.82	0.00	521.82	521.82
TOTAL 322-TID #29-WOOLWORTH	0.00	(521.82)	0.00	521.82	521.82
<u>INDOOR SWIMMING POOL</u>					
350-104 CASH IN INT BEARING ACCTS	832,056.11	33,500.00	(130,972.97)	734,583.14	(97,472.97)
TOTAL 350-INDOOR SWIMMING POOL	832,056.11	(33,500.00)	(130,972.97)	734,583.14	(97,472.97)
<u>WATER</u>					
602-104 CASH IN INT BEARING ACCTS	5,190,207.93	10,182,113.56	(9,378,513.40)	5,993,808.09	803,600.16
602-107 RESTRICTED CASH B-Y WATER	0.00	0.00	0.00	0.00	0.00
602-1072 WATER OPERATING CERT OF DEPOSI	0.00	0.00	0.00	0.00	0.00
TOTAL 602-WATER	5,190,207.93	(10,182,113.56)	(9,378,513.40)	5,993,808.09	803,600.16
<u>SEWER</u>					
604-104 CASH IN INT BEARING ACCTS	5,246,577.06	5,746,892.92	(4,881,257.58)	6,112,212.40	865,635.34
604-10701DESIGNATED CASH-STORM SEWER	0.00	0.00	0.00	0.00	0.00
604-1071 RESTRICTED CASH-SEWER REPLACE	0.00	0.00	0.00	0.00	0.00
TOTAL 604-SEWER	5,246,577.06	(5,746,892.92)	(4,881,257.58)	6,112,212.40	865,635.34

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>AIRPORT</u>					
606-104 CASH IN INT BEARING ACCTS	<u>111,088.11</u>	<u>2,420.21</u>	<u>(113,508.32)</u>	<u>0.00</u>	<u>(111,088.11)</u>
TOTAL 606-AIRPORT	111,088.11	(2,420.21)	(113,508.32)	0.00	(111,088.11)
 <u>SANITATION</u>					
612-102 CASH CHANGE	300.00	0.00	0.00	300.00	0.00
612-104 CASH IN INT BEARING ACCTS	4,014,322.96	2,548,939.41	(2,245,678.63)	4,317,583.74	303,260.78
612-1041 LANDFILL CLOSURE RESERVES	0.00	0.00	0.00	0.00	0.00
612-1042 MRLF CLOSURE/POST CLOSURE RESE	0.00	0.00	0.00	0.00	0.00
612-1043 MRLF CELL CONSTRUCTION RESERVE	0.00	0.00	0.00	0.00	0.00
612-1046 INVESTMENT FOR LF POST-CLOSURE	660,445.46	16,671.24	0.00	677,116.70	16,671.24
612-1047 INVESTMENT FOR MRLF CL/POST-C	888,975.90	25,804.22	0.00	914,780.12	25,804.22
612-1071 RESTRICTED CASH-2004 RLFL #1	13,622.00	0.00	0.00	13,622.00	0.00
612-1072 RESTRICTED CASH-2004 RLFL #2	<u>14,318.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,318.00</u>	<u>0.00</u>
TOTAL 612-SANITATION	5,591,984.32	(2,591,414.87)	(2,245,678.63)	5,937,720.56	345,736.24
 <u>CORN PALACE</u>					
613-102 ATM CASH CHANGE	10,000.00	0.00	(10,000.00)	0.00	(10,000.00)
613-1021 CASH CHANGE	6,620.00	0.00	(6,620.00)	0.00	(6,620.00)
613-104 CASH IN INT BEARING ACCTS	74,823.07	28,867.07	(103,775.84)	(85.70)	(74,908.77)
613-1072 DESIGNATED CP TILES-PHASE 2	0.00	0.00	0.00	0.00	0.00
613-1073 DESIGNATED FOR CAPITAL IMPROVE	0.00	0.00	0.00	0.00	0.00
613-1074 DESIGNATED-PRE STURGIS PARTY	<u>6,906.32</u>	<u>0.00</u>	<u>(6,906.32)</u>	<u>0.00</u>	<u>(6,906.32)</u>
TOTAL 613-CORN PALACE	98,349.39	(28,867.07)	(127,302.16)	(85.70)	(98,435.09)
 <u>GOLF COURSE</u>					
614-104 CASH IN INT BEARING ACCTS	<u>873,682.20</u>	<u>641,465.88</u>	<u>(387,847.55)</u>	<u>1,127,300.53</u>	<u>253,618.33</u>
TOTAL 614-GOLF COURSE	873,682.20	(641,465.88)	(387,847.55)	1,127,300.53	253,618.33
 <u>CAMPGROUND</u>					
619-102 CASH CHANGE	100.00	0.00	0.00	100.00	0.00
619-104 CASH IN INT BEARING ACCTS	<u>103,792.42</u>	<u>229,584.89</u>	<u>(110,222.04)</u>	<u>223,155.27</u>	<u>119,362.85</u>
TOTAL 619-CAMPGROUND	103,892.42	(229,584.89)	(110,222.04)	223,255.27	119,362.85
 <u>EMERGENCY MEDICAL SERVICE</u>					
621-104 CASH IN INT BEARING ACCTS	514,878.16	1,530,173.89	(1,399,694.86)	645,357.19	130,479.03
621-1045 ASSIGNED CASH-AMBULANCE REPL	68,359.00	0.00	0.00	68,359.00	0.00
621-1046 ASSIGNED CASH-UTV	<u>0.00</u>	<u>15,000.00</u>	<u>0.00</u>	<u>15,000.00</u>	<u>15,000.00</u>
TOTAL 621-EMERGENCY MEDICAL SERVICE	583,237.16	(1,545,173.89)	(1,399,694.86)	728,716.19	145,479.03
 <u>HEALTH INSURANCE</u>					
652-104 CASH IN INT BEARING ACCTS	<u>4,689,553.53</u>	<u>2,561,833.64</u>	<u>(1,923,632.44)</u>	<u>5,327,754.73</u>	<u>638,201.20</u>
TOTAL 652-HEALTH INSURANCE	4,689,553.53	(2,561,833.64)	(1,923,632.44)	5,327,754.73	638,201.20

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
AGENCY FUNDS					
700-104 CASH IN INT BEARING ACCTS	(18,292.84)	706,860.12	(688,567.28)	0.00	18,292.84
700-1041 BID DEPOSITS	45,300.00	42,200.00	(25,700.00)	61,800.00	16,500.00
700-10411CORN PALACE GAMES	57,265.90	120,551.39	(170,448.39)	7,368.90	(49,897.00)
700-1042 REVENUE FOR STATE	20,494.26	151,584.56	(150,725.89)	21,352.93	858.67
700-1044 PARKS & RECREATION	3,627.46	0.00	0.00	3,627.46	0.00
700-1045 MCSF ROUND-UP	1,581.33	739.85	(1,828.04)	493.14	(1,088.19)
700-1050 PUBLIC SAFETY-DARE	<u>1,430.08</u>	<u>0.00</u>	(<u>64.79</u>)	<u>1,365.29</u>	(<u>64.79</u>)
TOTAL 700-AGENCY FUNDS	111,406.19	(1,021,935.92)	(1,037,334.39)	96,007.72	(15,398.47)
SPECIAL ASSESSMENT-710					
710-104 CASH IN INT BEARING ACCTS	<u>519,917.20</u>	<u>40,433.28</u>	(<u>1,035.30</u>)	<u>559,315.18</u>	<u>39,397.98</u>
TOTAL 710-SPECIAL ASSESSMENT-710	519,917.20	(40,433.28)	(1,035.30)	559,315.18	39,397.98
2011 STREET CONST					
724-104 CASH IN INT BEARING ACCTS	<u>215,513.83</u>	<u>34,181.19</u>	(<u>15,115.38</u>)	<u>234,579.64</u>	<u>19,065.81</u>
TOTAL 724-STREET CONSTRUCTION	215,513.83	(34,181.19)	(15,115.38)	234,579.64	19,065.81
FLEXIBLE SPENDING ACCT					
753-104 CASH IN INT BEARING ACCTS	<u>86.21</u>	<u>88,994.73</u>	(<u>101,536.74</u>)	(<u>12,455.80</u>)	(<u>12,542.01</u>)
TOTAL 753-FLEXIBLE SPENDING ACCT	86.21	(88,994.73)	(101,536.74)	(12,455.80)	(12,542.01)
GRAND TOTAL	57,172,044.72	(59,109,900.73)	(53,610,380.72)	62,671,564.73	5,499,520.01
	=====	=====	=====	=====	=====

*** END OF REPORT ***

Date: 7/16/1905
 To: Mayor & City Council
 Re: Sept. 2024 Bldg. Permits



	Permit #	Name	Address	Building	Contractor	Cost	Fee	Category
1	15298	Gold Key Properties	707 S. Davison St.	Reroof Home	KP Roofing	\$ 11,000.00	\$ 20.00	Re-roof/shingle
2	15299	Gold Key Properties	215 W. Norway Ave.	Change room to batheoom	Gauevara Const.	\$ 5,000.00	\$ 56.00	Residential Additions
3	15300	Gold Key Properties	711 S. Davison	Reroof Home	KP Roofing	\$ 11,000.00	\$ 20.00	Re-roof/shingle
4	15301	Nick Lachit	1301 W. 4thAve.	Reroof Home	KP Roofing	\$ 12,000.00	\$ 20.00	Re-roof/shingle
5	15302	Booze Boys	1620 S. Burr St.	Finish Comm. Space	Owner	\$ 29,800.00	\$ 278.00	Commercial Additions
6	15303	Jacob Melhoff	1120 W. Hanson Ave	Reroof Home	Owner	\$ 2,500.00	\$ 20.00	Re-roof/shingle
7	15304	Larry Moeller	1016 W. 5th Ave.	Car port	Owner	\$ 6,350.00	\$ 60.00	Garages/Sheds
8	15305	Josh Swingler	804 W. Hanson Ave.	Reroof Home	Owner	10,000	20	Re-roof/shingle
9	15306	Interstate Glass	810 E Havens Ave.	New Store	Area Steel	1,200,000	4,140	New Commercial
10	15307	Bank West	1212 E Spruce St.	Finish Space	Peutz Const.	475,000	1,953	New Commercial
11	15308	Will Duba	413 E Hackberry Ave.	Home Addn.	Owner	70,560	346	Residential Additions
12	15309	Nate Timer	3324 Canal Cr.	12x26 Shed	Owner	\$ 68,000.00	\$ 63.00	Garages/Sheds
13	15310	Chris Nisbet	817 E 2nd Ave.	garage	Owner	\$ 7,950.00	\$ 68.00	Garages/Sheds
14	15311	Janelle Spader	1009 E. 4th Ave.	Reroof Home	Owner	\$ 16,000.00	\$ 20.00	Re-roof/shingle
15	15312	2nd Imp. Palace	412 N Main St.	Comm Reroof	Nohava Const.	\$ 40,000.00	\$ 350.00	Commercial Additions
16	15313	John And Patty Nohr	176 N. Harmon Dr.	Reroof Home	Smart Const.	\$ 390,710.00	\$ 1,160.00	New Residential
17	15314	Vern Eide Chevy	219 E 1st. Ave.	Comm Reroof	Rem Const.	\$ 335,000.00	\$ 1,463.00	New Commercial
18	15315	Steve Thiry	1317 Mitchell Blvd.	Demo Pool	Owner	\$ 2,000.00	\$ 20.00	Re-roof/shingle
19	15316	Ron Chelma	1321 N. Wisc. St.	Windows	Owner	\$ 5,700.00	\$ 20.00	Re-roof/shingle
20	15317	Lucinda Stricker	1403 E Hanson Ave.	Reroof Home	Premier Systems	\$ 13,100.00	\$ 20.00	Re-roof/shingle
21	15318	Abbott House	1812 N. Minn St.	50x80 Shed	Summit Const.	\$ 140,000.00	\$ 535.00	Garages/Sheds
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
8 Total						\$ 2,851,670.00	\$ 10,652.00	

Sincerely,
 John D. Hegg

Building Official

MITCHELL POLICE DEPARTMENT

ACTIVITY REPORT FOR SEPTEMBER 2024

SEPT 2023	SEPT 2024	YEAR TO DATE 2024
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CALLS			
Calls for Service (6 Counties)	925	908	7,507
Calls for Service (City of Mitchell)	880	839	7,377
Case Reports Written (City Mitchell)	212	214	1,786
TOTAL CALLS ANSWERED	2017	1961	16,670

TRAFFIC STOPS PERFORMED			
Mitchell Police	246	204	1672
All other counties	672	749	6644
TOTAL TRAFFIC STOPS	918	953	8316

ACCIDENTS			
TOTAL ACCIDENTS REPORTED	22	22	208

TICKETS ISSUED	161	135	924
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WARNING TICKETS ISSUED	168	173	1378
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PARKING TICKETS ISSUED	37	21	380
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Dean Knippling
Chief of Police

Mitchell Fire Rescue Monthly reports for 2024

Amb Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total amb calls	178	141	152	154	178	154	170	178	173				1478
Amb. Transfers Out of Town	11	7	5	5	7	3	3	8	9				58
Fire Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total fire calls	35	19	23	33	16	38	22	26	26				238
City fire calls	30	17	20	24	15	32	20	24	25				207
County fire calls	5	2	3	9	1	6	2	2	1				31
EMS assist calls	69	54	63	54	57	65	66	71	73				572
Total Responses													810
Fire Preven. Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Fire Inspections	100	16	65	64	2	5	27	15	9				303
Consultations/Plans	24	45	63	68	48	42	13	21	54				378
Public Education	1	0	0	1	4	2	0	0	8				16
Fire Investigations	2	0	0	0	0	0	0	2	0				4
Total Activity													701
Dept. Other Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total Activities	17	12	12	14	14	13	15	12	17				126
Dept. tours	4	4	2	5	8	2	6	7	9				47
Public Education	5	3	2	4	3	2	2	3	3				27
Total Activity													200
Total CFS/Activity													Total
													3189

September 2024 monthly Code Enforcement report:

- As of 010/15/24 Code Enforcement is currently monitoring 13 properties in the city of Mitchell.
- There were 24 properties warned for vegetation in the month of September.
- 4 properties were mowed in September by the contractor.

Sincerely,



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

To: Mayor & City Council

Re: Lawn Mowing

Date	Name	Address	Contractor	Admin Fee	Contractor Fee	Total Billed
9/5/2024	Wade Greenwood	1000 W 6th MSD	AAA	\$100.00		
9/16/2024	Lloyd Bunch	501 E 13th MSD	AAA	\$100.00		
9/16/24	Martin and Assc	1600 N Wisconsin	AAA	\$100.00		
9/18/24	Jared Holmberg	620 N Burr MSD	AAA	\$100.00		
Total				\$400.00	\$ -	\$ -
Sincerely, Ryan Erickson Code Enforcement						

Palace Transit Monthly Ridership Report
Fiscal Year: October 1st, 2023 through September 30th, 2024
Month: August 2024

	Month End		Year to Date		Difference	
	2023	2024	2023	2024	Month End	Year to Date
Elderly Riders	1,550	1,473	13,909	16,095	(77)	2,186
General Public Riders	1,106	818	9,192	10,412	(288)	1,220
Handicap Riders	1,997	1,725	21,583	21,534	(272)	(49)
School - Age Riders	1,981	1,536	29,810	32,759	(445)	2,949
Unduplicate						
59 & Under	99	82	873	981	(17)	108
Elderly 60 & Over	24	34	400	476	10	76
Total Rides	6,634	5,552	74,494	80,800	(1,082)	6,306
Total Miles	16,932	16,166	164,772	184,400	(766)	19,628

August 2024	Education	Employment	Medical	Nutrition	Same Day	Shopping	Social Rec
Trip Type	1,075	1,387	1,146	75	35	233	1,602

{1st two
weeks only}

Prepared by: *Andrea Hamilton -Transit Operations Supervisor*

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL COMSUMPTION REPORT

MONTH / YEAR—September, 2024----- Jon Vermeulen – Utilities Superintendent

Coagulant Aid- (2187)	=	0-Gals.	X	CONTRACT	=	\$0.00
Lime	=	0# or 0- TON'S	X	\$192.39/TON	=	\$0.00
Sodium Chlorite	=	0-GAL.	X	CONTRACT	=	\$0.00
Fluoride	=	0-GAL.	X	\$1.99/GAL.	=	\$0.00
Polymer (2386)	=	0-GAL.	X	CONTRACT	=	\$0.00
Activated Carbon	=	0# or 0- TON'S	X	\$1,936.25/TON	=	\$0.00
Chlorine	=	86# or 0.043- TON'S	X	\$1.45/LB.	=	\$124.70
Poly Phosphate	=	1750# or .875 TON	X	\$2.25/LB.	=	\$3375.00
Carbon Dioxide	=	0# or 0 - TON'S	X	\$178.00/TON	=	\$0.00
Ammonia	=	14# or 0.007- TON'S	X	\$2.17 /LB.	=	\$30.38
Pristine Contract	=	0 -MG of WATER	X	.255/1000 GALS. RAW WATER	=	\$0.00

TOTAL = \$3530.08

Raw Water Treated (LAKE) 0 MG-----or 0 MGD-----or----- PEAK DAY 0 MG
Finished Water (EFFLUENT) 82.713 MG----or 2.757 MGD-----or----- PEAK DAY 3.109 MG
B-Y- Water (INFLUENT) 81.713 MG----- or 2.724 MGD-----or----- PEAK DAY 3.033 MG
B-Y & RAW WATER TREATED – TOTAL= 81.713 MG --- or 2.724 MGD ----or ----- PEAK DAY 3.033 MG

Chemical cost = 3530.08 = \$42.87 per MG or 0.032 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Coagulant Aid- (2187)	=	0	Mg/L --	0	Gallons / Raw Water
Lime	=	0	Mg/L	0	lbs. / 7 lbs. Per Gallon/ Raw Water
Sodium Chlorite	=	0	Mg/L --	0	Gallons / Raw Water
Fluoride	=	0	Mg/L --	0	Gallons / Raw Water
Polymer (2386)	=	0	Mg/L --	0	Gallons / Raw Water
Activated Carbon	=	0	Mg/L --	0	lbs. / 4 lbs. per Gallon / Raw Water
Chlorine	=	0	Mg/L --	15	lbs. / 11.75 lbs. per Gallon / Raw Water
Poly Phosphate	=	1.50	Mg/L--	1500	lbs. / 10.5 lbs. per Gallon / Raw Water
Carbon Dioxide	=	0	Mg/L --	0	lbs. / 8.50 lbs. per Gallon / Raw Water
Ammonia	=	0	Mg/L --	3	lbs. / 5.15 lbs. per Gallon / Raw Water
Polymer	=	0	Mg/L --	0	

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 10/1/24

Coagulant – (AF-1102) 0 Gallons

Lime 159,104 lbs. or 79.552 Ton's

Fluoride 814 Gallon's

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

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

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

Chlorine 581 lbs. or 0.290 Ton

Poly-phosphate 2700 lbs. or 1.35 Ton's

Carbon Dioxide 0 Lbs. or 0 Ton's

Ammonia 472.5 lbs. or 0.236 Ton's

<u>Date</u>	<u>Source</u>	<u>Site</u>	<u>Chlorine PPM</u> 0.5PPM-4.00PPM	<u>Bacteria</u>
9/18/2024	Water Treatment Plant	#1	2.45	Absent
9/18/2024	Fire Dept	#2	2.09	Absent
9/18/2024	J Mart Sinclair	#5	2.00	Absent
9/18/2024	City Library	#12	2.35	Absent
9/18/2024	Casey's	#14	2.38	Absent
9/18/2024	City Hall	#15	2.43	Absent
9/18/2024	Mitchell Tech Inst	#16	2.45	Absent
9/18/2024	Mitchell Middle School	#18	2.55	Absent
9/25/2024	Queen Of Peace	#3	2.47	Absent
9/25/2024	East Cubbys Store	#4	2.50	Absent
9/25/2024	Moose Lodge	#11	2.56	Absent
9/25/2024	City Park Dept	#13	2.54	Absent
9/25/2024	Holly Family Church	#17	2.32	Absent
9/25/2024	Brady Memorial Home	#19	2.36	Absent
9/25/2024	Abra Body Shop	#20	2.22	Absent
Average			2.38	Absent

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

MONTH --- September YEAR - 2024

Influent ----- 81.713-- Million Gallon's

Effluent ----- 82.343 -- Million Gallon's

Chemical costs for B-Y Water:

Chlorine usage ----- 86 lbs. @ \$1.45 per lb. = \$124.70

Ammonia usage ----- 14.0 lbs. @ \$2.17 per lb. = \$30.38

Poly -phosphate----- 1500 lbs. @ \$2.25 per lb. = \$3,375.00

Total = \$3,530.08

Cost per Unit (750 gallon) = \$0.032

Cost per 1,000 gallons of water = \$0.043

2022 - WATER CONSUMPTION

DATE	Lake Mitchell Influent MG	B-Y Rural Water Influent MG	Effluent to Water Towers MG
9/1/2024	0-MG	1.751	1.633
9/2/2024	0-MG	2.815	2.853
9/3/2024	0-MG	2.692	2.663
9/4/2024	0-MG	2.847	2.824
9/5/2024	0-MG	2.724	2.706
9/6/2024	0-MG	2.709	2.682
9/7/2024	0-MG	2.802	2.785
9/8/2024	0-MG	2.654	2.573
9/9/2024	0-MG	2.840	2.932
9/10/2024	0-MG	3.026	3.027
9/11/2024	0-MG	3.033	3.034
9/12/2024	0-MG	2.974	2.980
9/13/2024	0-MG	3.009	3.087
9/14/2024	0-MG	2.978	3.038
9/15/2024	0-MG	2.450	2.427
9/16/2024	0-MG	2.801	3.109
9/17/2024	0-MG	2.858	3.014
9/18/2024	0-MG	2.797	2.956
9/19/2024	0-MG	2.120	2.219
9/20/2024	0-MG	2.994	3.163
9/21/2024	0-MG	2.706	2.738
9/22/2024	0-MG	1.907	1.868
9/23/2024	0-MG	2.934	2.891
9/24/2024	0-MG	2.788	2.764
9/25/2024	0-MG	2.843	2.813
9/26/2024	0-MG	2.872	2.842
9/27/2024	0-MG	2.831	2.795
9/28/2024	0-MG	2.938	2.921
9/29/2024	0-MG	2.064	2.053
9/30/2024	0-MG	2.956	2.953
TOTALS	0-MG	81.713	82.343

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

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

JV

B-Y WATER
602-43330-42850

Service Address

Acct #
06771

Date Printed
OCT 1 24

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
OCT 1 24	14,665,021,000	14,585,030,000	79,991,000	106,388.03		106,388.03
						0.00

Balance Due Upon Receipt \$106,388.03

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301



* 0 6 7 7 1 *

OCT 1 24
CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
OCT 1 24	14,665,021,000	14,585,030,000	79,991,000	106,388.03		106,388.03
						0.00

Service Address

Balance Due Upon Receipt \$106,388.03

Remit to:

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

TOTAL
PAYMENT

\$ 112,054.53

+ 5,166.50 overage usage

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

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

Service Address

Acct #
06771

Date Printed
OCT 1 24

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
OCT 1 24	14,665,021,000	14,665,021,000	0	5,666.50		5,666.50
						0.00

OVERAGE USAGE

Balance Due Upon Receipt \$ 5,666.50

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301



* 0 6 7 7 1 *

OCT 1 24
CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
OCT 1 24	14,665,021,000	14,665,021,000	0	5,666.50		5,666.50
						0.00

OVERAGE USAGE

Service Address

Balance Due Upon Receipt \$ 5,666.50

Remit to:

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

TOTAL
PAYMENT

\$

City of Mitchell Water Rate Charged

10/1/2024

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

Month: 9 Year: 2024 Billing Month: 10

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	2,177,000	0	2,177,000	\$2,895.41	0	\$0.00	0	\$0.00	0	\$0.00	\$2,895.41
2	2,516,000	0	2,516,000	\$3,346.28	0	\$0.00	0	\$0.00	0	\$0.00	\$3,346.28
3	2,625,000	0	2,625,000	\$3,491.25	0	\$0.00	0	\$0.00	0	\$0.00	\$3,491.25
4	2,888,000	238,000	2,888,000	\$3,841.04	238,000	\$238.00	0	\$0.00	0	\$0.00	\$4,079.04
5	2,762,000	112,000	2,762,000	\$3,673.46	112,000	\$112.00	0	\$0.00	0	\$0.00	\$3,785.46
6	2,757,000	107,000	2,757,000	\$3,666.81	107,000	\$107.00	0	\$0.00	0	\$0.00	\$3,773.81
7	2,769,000	119,000	2,769,000	\$3,682.77	119,000	\$119.00	0	\$0.00	0	\$0.00	\$3,801.77
8	3,113,000	463,000	3,113,000	\$4,140.29	250,000	\$250.00	213,000	\$319.50	0	\$0.00	\$4,709.79
9	2,441,000	0	2,441,000	\$3,246.53	0	\$0.00	0	\$0.00	0	\$0.00	\$3,246.53
10	3,034,000	384,000	3,034,000	\$4,035.22	250,000	\$250.00	134,000	\$201.00	0	\$0.00	\$4,486.22
11	3,087,000	437,000	3,087,000	\$4,105.71	250,000	\$250.00	187,000	\$280.50	0	\$0.00	\$4,636.21
12	3,012,000	362,000	3,012,000	\$4,005.96	250,000	\$250.00	112,000	\$168.00	0	\$0.00	\$4,423.96
13	3,100,000	450,000	3,100,000	\$4,123.00	250,000	\$250.00	200,000	\$300.00	0	\$0.00	\$4,673.00
14	3,054,000	404,000	3,054,000	\$4,061.82	250,000	\$250.00	154,000	\$231.00	0	\$0.00	\$4,542.82
15	2,942,000	292,000	2,942,000	\$3,912.86	250,000	\$250.00	42,000	\$63.00	0	\$0.00	\$4,225.86
16	2,599,000	0	2,599,000	\$3,456.67	0	\$0.00	0	\$0.00	0	\$0.00	\$3,456.67
17	2,687,000	37,000	2,687,000	\$3,573.71	37,000	\$37.00	0	\$0.00	0	\$0.00	\$3,610.71
18	2,830,000	180,000	2,830,000	\$3,763.90	180,000	\$180.00	0	\$0.00	0	\$0.00	\$3,943.90
19	2,416,000	0	2,416,000	\$3,213.28	0	\$0.00	0	\$0.00	0	\$0.00	\$3,213.28
20	2,784,000	134,000	2,784,000	\$3,702.72	134,000	\$134.00	0	\$0.00	0	\$0.00	\$3,836.72
21	2,792,000	142,000	2,792,000	\$3,713.36	142,000	\$142.00	0	\$0.00	0	\$0.00	\$3,855.36
22	2,269,000	0	2,269,000	\$3,017.77	0	\$0.00	0	\$0.00	0	\$0.00	\$3,017.77
23	2,767,000	117,000	2,767,000	\$3,680.11	117,000	\$117.00	0	\$0.00	0	\$0.00	\$3,797.11
24	2,714,000	64,000	2,714,000	\$3,609.62	64,000	\$64.00	0	\$0.00	0	\$0.00	\$3,673.62
25	2,900,000	250,000	2,900,000	\$3,857.00	250,000	\$250.00	0	\$0.00	0	\$0.00	\$4,107.00
26	2,926,000	276,000	2,926,000	\$3,891.58	250,000	\$250.00	26,000	\$39.00	0	\$0.00	\$4,180.58
27	2,849,000	199,000	2,849,000	\$3,789.17	199,000	\$199.00	0	\$0.00	0	\$0.00	\$3,988.17
28	2,977,000	327,000	2,977,000	\$3,959.41	250,000	\$250.00	77,000	\$115.50	0	\$0.00	\$4,324.91
29	2,204,000	0	2,204,000	\$2,931.32	0	\$0.00	0	\$0.00	0	\$0.00	\$2,931.32
30	0	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
31	0	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
TOTALS	79,991,000	5,094,000	79,991,000	\$106,388.03	3,949,000	\$3,949.00	1,145,000	\$1,717.50	0	\$0.00	\$112,054.53

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Previous Month Read = 14,585,030,000	Days billed in September = \$112,054.53	79,991,000	\$106,388.03	\$5,666.50
Current Month Read = 14,665,021,000	Days carried from month = \$0.00	0	\$0.00	\$0.00
Current Month Use = 79,991,000	Total bill for September = \$112,054.53	79,991,000	\$106,388.03	\$5,666.50

Days that will be billed in October = \$0.00

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

SCADA failure on 9/30/24 - This use will be averaged with the read attained for 10/1/24.



QUARTER 3 REPORT

2024

Mitchell Area Chamber of Commerce

New members

- Wendy's
- Thirsty's
- Village Bowl
- Jokerz Casino
- Adobe
- Prairie Luxe Spaces
- Johnson, Janklow, & Abdallah, LLP
- Puerta Vallarta Mexican Bar & Grill



Ribbon cuttings

- Slumberland Furniture-July 15
- Siouxland Oral- September 18
- Bradley's-September 19
- Puerta Vallarta- September 23

1

Agri-Business

Dakotafest (9/20-9/22)

- We provided volunteers to help run the entrance gates and information about Mitchell in their hospitality tent.
- **Women's Brunch (8/21)**
 - 200 in attendance
 - Held at the Highland Conference Center

2

Government Affairs

Leadership Mitchell

- September 19: Orientation 7 Program Overview

3

Connect Mitchell

First Friday Coffee

- Ashely Furniture (8/2)

Groundbreakings

- Copper Flats (8/19)

Community Concierge hosted Newcomer Events:

- September 10- Knott & Pott Succulent Soiree (19 attendees)
- September 12 - Collegepalooza (event for MTC and DWU students)
- September 17- Newcomer City Bike Tour (12 attendees)

Mitchell Convention & Visitors Bureau

Visitor Spending (%CH = Year-to-Date vs. Previous Year)			
County	Month	YTD	% Change
Roberts	\$1,437.4K	\$7,485.3K	-0.2%
Sanborn	\$324.8K	\$681.5K	61.8%
Spink	\$1,238.9K	\$7,067.4K	3.3%
Out of State	\$69,977.4K	\$400,576.6K	9.1%
Bon Homme	\$57.6K	\$310.1K	-19.3%
Clay	\$3,797.3K	\$22,668.4K	5.6%
Davison	\$13,869.5K	\$67,977.0K	7.1%
Douglas	\$137.7K	\$882.7K	-3.7%
Hanson	\$237.6K	\$2,061.1K	-2.9%
Hutchinson	\$465.4K	\$2,752.6K	4.2%
Lake	\$2,822.1K	\$18,211.4K	12.1%
Lincoln	\$7,231.9K	\$39,125.6K	-13.5%
McCook	\$622.2K	\$3,465.9K	12.8%
Miner	\$61.0K	\$525.3K	-16.6%
Minnehaha	\$135,524.0K	\$1,952.8K	4.5%

Stats



Pre-Sturgis



New Entrance Sign



Pre-Sturgis

1

Entrance Sign

Mitchell's brand-new entrance sign has been installed just off Exit 332, welcoming visitors as they enter the city. Positioned on the right of way, this sign serves as a striking landmark for those traveling through the area. There's also the exciting possibility of installing ground lights in the future to further enhance its visibility and impact.

2

Visitor Spending

Visitor spending in Davison County has risen by 7.1% year-to-date, totaling an impressive \$68 million for this year so far. This increase reflects the success of ongoing marketing efforts promoting Mitchell as a desirable destination for visitors. Tourists are not only flocking to the area, but they are also spending more money than last year, benefiting the local economy. The data comes from the latest Tourism Economic Reports on SDVisit.com.

3

Pre-Sturgis Marketing

The 2024 Palace City Pre-Sturgis Party saw extensive marketing efforts from the CVB to reach a broad audience. Paid Facebook advertising helped us target a large demographic, while radio, print, and television ads expanded our reach across multiple platforms. Additionally, we utilized our own resources for organic promotion, featuring the event in our app, across our social media channels, and in newsletters. This multi-channel approach ensured that the event was well-publicized to both local and regional audiences.

Mitchell Area Development Corporation

Workforce Development

- **Completion of the Move to Mitchell \$1,000 Program**
 - Final \$25,000 of the \$1,000 relocation incentives were awarded to out-of-state newcomers.
 - This was a \$50,000 investment to build the Mitchell Workforce and we helped move over 50 new families to Mitchell.
- **\$100,000 Grant from South Dakota Community Foundation for Childcare Expansion & Retention**
 - \$50,000 allocated for new and expanding daycares.
 - \$50,000 allocated for one-time bonuses to daycare workers who commit to six months.
 - First round of applications resulted in \$61,000 awarded to local providers.
 - Second Round of Childcare Grant Funding
 - Received \$71,000 in requests and allocated \$95,000 in total for new and expanded daycare operations.
- **Welcome to Your Palace Program**
 - Launched to offer \$100 to anyone moving into Mitchell from outside the 57301 ZIP code.
 - Designed to attract and welcome new residents.
- **Second Workforce Summit**
 - Held at Dakota Wesleyan University with over 80 participants focused on workforce culture
- **Drive-through hiring event held in partnership with the Department of Labor and local businesses.**

Workforce Housing

- **Copper Flats Apartment Complex Groundbreaking**
 - Joint partnership between Mitchell Area Housing, MADC, and Lloyd Properties.
 - Development to address growing housing demand.
- **15th Avenue Infrastructure Project**
 - Partnership with the South Dakota Governor's Office of Economic Development (GOED).
 - \$1.4 million road expansion project for ECHO Electrical Supply.
 - Included water, sewer, electrical installation, and paving of a new road.
- **Home Rehab Program**
 - Secured over \$500,000 in grant funding from various foundations, including:
 - Sam Weller Family Foundation
 - Mitchell Area Charitable Foundation
 - SD Community Foundation
 - SD Housing:
 - HOME Program
 - Housing Opportunity Fund
 - Expecting to complete over \$1 million in rehab projects over the next three years.



Mitchell Area Development Corporation

Business Recruitment/Retention

- **Hosted Governor's Office of Economic Development Staff**
 - Two-day visit highlighting key developments and projects in the Mitchell community.
 - Hosted tours of local businesses such as Boyd's Gunstock, Hendrickson Trailers, and Trail King.
- **Opposition to Initiated Measure 28 (IM28)**
 - Both MADC and the Chamber of Commerce passed resolutions against IM28.
 - 125 yard signs were ordered, and multiple public events were held to educate the community on the measure's potential negative impact.
- **Formation of Davison Regional Rail Authority**
 - Initiative to improve access to low-interest financing for rail projects.
 - Applying for a \$16 million, 2% loan from the South Dakota Rail Trust Fund.
- **Promotional Video with GOED**
 - Video produced for the Freedom Works Here campaign to recruit businesses to Mitchell.
- **New Industrial Park**
 - Completed application process; project is now in competitive review.

Community Development/Misc

- **Opposition to IM28 Campaign**
 - Filmed multiple commercials with city councilors and hosted an IM28 informational forum at the James Valley Community Center.
- **Second Economic Report in Partnership with Dakota Wesleyan University**
 - Continued work on the report, focusing on the local economy and community growth.
- **Mitchell Area Inclusion Coalition**
 - Hosted first Community Access Resource Expo with over 30 vendors and received 501©(3) status from the IRS
 - Providing English/Spanish Conversion classes and opened up an online Community Experience Survey (English and Spanish versions)

Community Concierge

- Hosted newcomers at Granite Springs Lodge, offering activities such as kayaking and catering by Mitchell's Mad Batter.



Dakota Heartland Development Association



1

Business Development

CORSICA –

- Infrastructure Phase of Corsica's \$2.5million Business Park underway with completion by Spring 2025.
- 11 Commercial – Shovel Ready Lots for Retail and Light Manufacturing South of Corsica on U.S. Hwy 281

2

Housing

WHITE LAKE / ARMOUR –

- White Lake Development invested in a Jensen DesignBuild Workforce Housing 2 bed, 1 bath Triplex to provide housing for workforce needs of the Aurora-Brule Nursing Home, School District, and Avera Medical Clinic.
- Finishing touches completed on Armour's new 37-lot housing subdivision in the Northeast corner of the City.
- New construction has already started for Armour's first home in the new housing subdivision.

3

Advocacy

PARKSTON –

- Celebrated the Opening of 12-Mile Creek Brewing Company with Development Corp members and spouses.
- Enjoyed Smoked Tri-Tip Sandwich, potatoes and a selection of regional microbrews.
- Assortment of Desserts created by local bakery chef who has returned to Parkston from abroad.
- Building is also home to Parkston's first drive up Coffee House with a selection of beverages.

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:

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

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

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:

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 10-8-2024

Organization: Duo Basketball Girls & Boys

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

☐ Chartered veterans' organization

☐ Charitable organization

☐ Fraternal organization

☐ Political party

☐ Political action committee or political committee on behalf of any candidate for a political office

☐ Religious organization

☒ Educational organization

☐ Local civic or service club

☐ Volunteer fire department

Contact Information:

Name: Jasen Christensen

Address: 1200 West University

Phone #: 605-995-2175

Email: jchrist@duo.edu

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

Dates of Ticket Sales: Nov. 1 - March 15

Date of Raffle Drawing: Nov. 1 - March 15 (Everyhome WBB/MBB Games)

Value of Raffle Prize: 50/50

Proceeds Benefitting: MBB/ WBB

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

Date Received: 10-8-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 10/3/24

Organization: Mitchell/Alexandria Pink Ladies

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

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

Contact Information:

Name: Carol Steilen

Address: PO Box 296
Alexandria, SD 57311

Phone #: 605-770-4850

Email: cas4850@gmail.com

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

Dates of Ticket Sales: 11/3/24 - 01/11/25

Date of Raffle Drawing: 01/11/25

Value of Raffle Prize: 3 prizes combined value of \$1500

Proceeds Benefitting: Cancer patients and their families

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

Date Received: 10-4-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 10/7/2024

Organization: **Dakota Riptide**

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

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

Contact Information:

Name: **Amanda Schelske**

Address: **908 E 13th Ave Mitchell SD 57301**

Phone #: **605-770-5176**

Email: **amandas@innovsys.com**

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

Dates of Ticket Sales: **Nov 15, 2024- Jan 31, 2025**

Date of Raffle Drawing: **Dec 2023 and every month in 2024- Multiple winners**

Value of Raffle Prize: **Calendar Raffle: \$50-\$150 per winner-- total amount under**

\$2,000 -- Swim meet Raffles (Dec/Jan meets) - Prize value \$500 and under.

Proceeds Benefiting: **Dakota Riptide Swim Team**

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

Date Received: 10-8-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	October 21, 2024	Requested By:	Jessica Pickett
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	2025 Budget		
Agenda Item:	SD DOT Section 5339 Capital Assistance Grant		
Explanation/Background of Agenda Item Requested:	This agreement is to accept Palace Transit's 5339 Capital Grants Assistance under the Infrastructure Investment and Jobs Act grant funding through the South Dakota Department of Transportation. This grant funding consists of procurement of shop tools, computers, dispatch software and tires. The Federal Share of these funds is 80% with a Local Share of 20%. The funds are to be expended by 9/30/26. Funding Breakdown: Shop Tools - \$3,600 Federal, \$900 Local Computers - \$1,600 Federal, \$400 Local Dispatch Software - \$70,400 Federal, \$17,600 Local Tires - \$15,200 Federal, \$3,800 Local		

Infrastructure Investment and Jobs Act (IIJA) of 2021 [Section 5339] (CFDA NO. 20.526)

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF FINANCE AND MANAGEMENT
OFFICE OF AIR, RAIL, AND TRANSIT
SUB-RECIPIENT AGREEMENT
BETWEEN**

City of Mitchell, South Dakota
dba Palace Transit
300 West 1st Avenue
Mitchell, SD 57301

State of South Dakota
Department of Transportation
Office of Air, Rail, and Transit
700 East Broadway Avenue
Pierre SD 57501

Referred to in this Agreement as the Sub-Recipient

Referred to in this Agreement as the State

The State and the Sub-Recipient enter into this Agreement (the "Agreement") for a grant award of federal financial assistance to the Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

Information for the Federal Award Identification, as described in 2 CFR 200.332(a) will be inserted below. In the event of a change in the award or funding source, the information inserted may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

1. FEDERAL AWARD IDENTIFICATION:

- a. Sub-Recipient's name: city of Mitchell, South Dakota
- b. Sub-Recipient's Unique Entity ID: JXEFNSSK2VF4
- c. Federal Award Identification Number (FAIN): SD-2024-014
- d. Federal award date: 9/13/2024
- e. Sub-award period of performance: 10/1/2024-9/30/2026
- f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: \$90,800
- g. Total amount of federal funds obligated to the Sub-Recipient: \$90,800
- h. Total amount of the federal award committed to the Sub-Recipient: \$90,800
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: Bus & Bus Facilities Formula Program
- j. Name of federal awarding agency: Federal Transit Administration
Pass-through entity: South Dakota Department of Transportation
Contact information for awarding official of the pass-through entity:
Office of Air, Rail & Transit
700 East Broadway Avenue
Pierre SD 57501

- k. CFDA No. and name: 20.526; Bus & Bus Facilities Formula Program
- l. Is the grant award for research and development (R&D)? Yes ☐ No ☒
- m. Indirect Cost Rate for federal award: N/A

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

- A. This Agreement will be effective on 10/1/2024, and will end once the parties have met all obligations under this Agreement, unless sooner terminated pursuant to the terms of this Agreement.
- B. All costs incurred must be submitted to the State no later than 30 days after the end of the Period of Performance.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. BACKGROUND:

- i. On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) aka Bipartisan Infrastructure Law (BIL) of 2021 into law. The BIL authorizes One Trillion Two Billion Dollars (\$1,200,000,000,000.00) for transportation and infrastructure spending with Five Hundred Fifty Billion (\$550,000,000,000.00) towards new investments and programs.
- ii. The BIL continues the Section 5339 Grants for Buses and Bus Facilities Program established pursuant to 49 U.S.C. Section 5339, which makes funding available to states and designated recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.
- iii. The Governor of the State of South Dakota, in accordance with a request by the United States Department of Transportation, Federal Transit Administration, has designated the State to evaluate and select projects proposed by eligible recipients and to coordinate the grant applications.
- iv. The State and the Sub-Recipient want to secure and utilize grant funds for the transportation needs of citizens living in rural and small urban areas of South Dakota.

b. PURPOSE:

The purpose of this Agreement is to provide for the facilitation of transportation services by the Sub-Recipient to the elderly and persons with disabilities, and to state the terms, conditions, and mutual understandings of the parties as to the manner in which these services will be undertaken and completed.

c. SCOPE OF PROJECT:

The Sub-Recipient will undertake and complete the non-profit organization transportation project as described in the Sub-Recipient's application, referred to in this Agreement as the "PROJECT," which application is incorporated by reference, filed with, and approved by the State and FTA in accordance with the terms and conditions of this Agreement.

4. BASIS FOR SUBAWARD AMOUNT:

The cost of the PROJECT will be in the amount indicated in the Sub-Recipient's application or the latest approved PROJECT budget, attached to this Agreement as **Exhibit G**, and will be born in the manner described in this Agreement. The Sub-Recipient will provide, from sources other than FTA federal funds, funding in the amount sufficient, together with Federal FTA PROJECT grant funds, referred to in this Agreement as the "GRANT," to assure payment of the actual PROJECT costs. The Sub-Recipient will initiate and prosecute to completion all actions necessary to enable the Sub-Recipient to provide the Sub-Recipient's share of the PROJECT costs, at or prior to, the time that such funds are needed to meet the PROJECT costs. The Sub-Recipient further agrees that no refund, or reduction of the amount so provided, will be made at the same time, unless there is, at the same time, a refund to the State of a proportional amount of the GRANT.

- a. The State will provide eighty (80%) of the total equipment and purchase costs approved by the State.
- b. The State will provide eighty-five (85%) of the total equipment and purchase costs approved by the State for equipment which must comply with or maintaining compliance with the Americans with Disabilities Act of 1991 (ADA; 42 U.S.C. 12101, *et seq.*) or the Clean Air Act (CAA; 42 U.S.C. 7401, *et seq.*).
- c. The State and the Sub-Recipient have agreed to the purchase of the following equipment:

Shop Tools, Computers, Dispatch Software, Tires
- d. The State will pay its share of the total costs of the equipment listed in Paragraph A.4.c. directly to either the Sub-Recipient or the vendor, upon equipment delivery. Any purchase made by the Sub-Recipient under this Agreement in an amount over Five Thousand Dollars (\$5,000.00) requires verification of receipt of equipment by physical inspection before payment is processed. The Sub-Recipient must comply with State and FTA procurement policies and procedures.

5. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

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

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

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

6. RETENTION AND INSPECTION OF RECORDS:

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

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

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

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

7. AUDIT REQUIREMENTS:

If the Sub-Recipient expends \$750,000.00 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

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

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

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

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

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

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

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

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

If applicable, the Sub-Recipient will comply in full with the administrative requirements and cost principles as outlined in U.S. Office of Management & Budget (OMB) uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, the Sub-Recipient attests to the following requirements as set forth in South Dakota Codified Law (SDCL) § 1-56-10:

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

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

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

In the event of a significant change in the conflict of interest policy, the Sub-Recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of

interest policy. The Sub-Recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

- a. For purposes of this Agreement, "Date of Completion" means the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph B. 3.
- b. The Sub-Recipient will submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- d. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- e. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- f. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three (3) years after the date the State approves the final financial report.
- g. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.
- h. The Sub-Recipient will provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

B. STANDARD PROVISIONS:

1. ASSIGNMENT AND AMENDMENT

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

2. RECORDS AND REPORTS

The Sub-Recipient will advise the State regarding the progress of the PROJECT at such times and in such manner as the State and FTA may require, including, but not limited to, meetings and interim reports.

The Sub-Recipient will maintain an accurate cost accounting system for all costs incurred in connection with the PROJECT. The Sub-Recipient will produce for examination, books of accounts, bills, invoices, and other vouchers, or certified copies, if the originals be lost, at such reasonable time and place as the State may designate. The Sub-Recipient will permit extracts and copies to be made during the PROJECT period and will retain records for three (3) years after the date of final payment of federal funds to the Sub-Recipient and all other pending matters are closed.

3. TERMINATION

- a. For Convenience. The State may, with the concurrence of FTA, terminate the PROJECT and cancel this Agreement if both parties agree that the continuation of the PROJECT would not produce beneficial results commensurate with the further expenditure of funds.
- b. For Cause. The State may, by written notice to the Sub-Recipient, terminate the PROJECT and cancel this Agreement for any of the following reasons:
 - i. The Sub-Recipient discontinues the use of the PROJECT equipment for the purpose of providing transportation services to a segment of the general public, as defined by age, disability, or low income, during the equipment's useful life.
 - ii. The Sub-Recipient takes any action pertaining to this Agreement without the State's approval and which under the procedures of this Agreement would have required the State's approval.
 - iii. The Sub-Recipient's commencement, prosecution, or timely completion of the PROJECT is, for any reason, rendered improbable, impossible, or illegal.
 - iv. The Sub-Recipient is in default under any provision of this Agreement.
 - v. FTA fails to provide the State with sufficient federal funds to meet the State's share of the PROJECT costs.
 - vi. The Sub-Recipient fails to commence, maintain, or continue good faith efforts to coordinate transit services with the public and other entities or organizations providing transit services in the PROJECT area.
- c. Action Upon Termination. Upon termination of the PROJECT and cancellation of this Agreement under the provisions of paragraph a. or b. of this Section, the Sub-Recipient will dispose of the PROJECT equipment in accordance with the OMB regulations found at 2 CFR Part 200.

4. AGREEMENT CHANGES

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

5. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

Sub-Recipient will not use State equipment, supplies or facilities.

6. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of, or delegate to, the Congress of the United States will be admitted to any share or part of this Agreement, or to any benefit arising from this Agreement.

7. PROHIBITED INTEREST

No member, officer, or employee of the Sub-Recipient, during the Sub-Recipient's tenure or within one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or its proceeds.

8. CONTRACTS IN EXCESS

- A. When required by Federal program legislation, all prime construction contracts in excess of Two Thousand Dollars (\$2,000.00) awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- B. Where applicable, all contracts awarded by the non-Federal entity in excess of One Hundred Thousand Dollars (\$100,000.00) that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

9. FEDERAL AWARDS

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Sub-Recipient will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

11. CIVIL RIGHTS

The Sub-Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the U.S. Department of Transportation issued pursuant to the Act. The Sub-Recipient has signed Local Civil Rights Assurances to this effect which is attached as **Exhibit A** and made a part of this Agreement.

The Sub-Recipient will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments. The Sub-Recipient has signed Americans With Disabilities Assurance to this effect which is attached as **Exhibit B** and made a part of this Agreement.

The State, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award.

12. DISADVANTAGED BUSINESS ENTERPRISES

In connection with the performance of this Agreement, the Sub-Recipient will cooperate with the State in meeting the State's commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE) and will use the Sub-Recipient's best efforts to insure that Disadvantaged Business Enterprises have maximum practicable opportunities to compete for subcontract work under this Agreement. The Sub-Recipient will carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation (USDOT) assisted contracts. Failure by the Sub-Recipient to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy as the State deems appropriate. The State's DBE program, as required by 49 CFR Part 26 and as approved by the USDOT, is incorporated in this Agreement by reference.

13. SUBCONTRACTORS/SUB-SUB-RECIPIENTS

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

The subcontractor or other sub-recipient must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors or other sub-recipients to include these clauses in any lower tier subcontracts. The prime contractor will be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

14. QUESTIONS OF FACTS/DISPUTES

Any question of fact or dispute with work not disposed of by agreement between the parties will be referred to the Program Manager, Office of Air, Rail, and Transit, South Dakota Department of Transportation or designee, for determination, whose decision will be final and conclusive to the parties to this Agreement.

15. INTEGRITY

The Sub-Recipient agrees that any persons or entities, that by defined events or behavior potentially threaten the integrity of federally administered non-procurement programs, are excluded from participation in FTA-assisted programs.

16. DEBARMENT AND SUSPENSION

The Sub-Recipient will comply with the federal requirement for debarment, suspension, and other responsibility matters. The Sub-Recipient has signed the certification for debarment, suspension, and other responsibility matters to this effect which is attached as **Exhibit C** and made a part of this Agreement.

17. CONTROLLING LAW

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

18. SUPERCESSION

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

19. SEVERABILITY

In the event that any portion of this Agreement will be held unenforceable or invalid by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement, which will remain in full force and effect.

20. TITLE VI ASSURANCE

The Sub-Recipient will be bound by **Exhibit D**, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E."

21. CERTIFICATION REGARDING LOBBYING

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the Sub-Recipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65. Any Sub-Recipient who applies or bids for an award of \$100,000.00 or more will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached to this Agreement as **Exhibit E**. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier will also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

22. FEDERAL CHANGES

The Sub-Recipient will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the agreement between the State and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Sub-Recipient's failure to comply will constitute a material breach of this Agreement.

23. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation

Attn: Air, Rail, and Transit Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Mitchell, South Dakota
Attn: Transit Director
300 West 1st Avenue
Mitchell, SD 57301

Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered mail or certified mail, or, if personally delivered, when received by such party.

24. FUNDING

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

25. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

26. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The Sub-Recipient (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the Sub-Recipient hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

27. CONFLICT OF INTEREST

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

28. TERMS

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

29. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to

do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification, and agrees such noncompliance may be grounds for termination of this Agreement.

C. GRANT SPECIFIC PROVISIONS

1. PURCHASE OF PROJECT EQUIPMENT

The Sub-Recipient will make PROJECT purchases, financed in whole or in part, pursuant to this Agreement in accordance with applicable state law and the standards set forth by the Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The Sub-Recipient will make PROJECT purchases in conformity with the latest approved PROJECT Budget. The Sub-Recipient will include the following provision in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance:

This contract is subject to a financial assistance contract between the State of South Dakota and the U.S. Department of Transportation.

2. TITLE TO PROJECT EQUIPMENT

Title to the PROJECT equipment will be in the name of the Sub-Recipient, subject to the restrictions on use and disposition of the PROJECT equipment set forth in this Agreement.

3. USE OF PROJECT EQUIPMENT

The Sub-Recipient must use the PROJECT equipment and facilities for the provision of transportation service as described in the PROJECT application. If the PROJECT equipment is not used in this manner, or is withdrawn from transportation service, the Sub-Recipient will immediately notify the State. If the equipment can still be used for transportation service, and the State gives written approval for transfer of equipment, the Sub-Recipient may transfer ownership of the equipment to another private nonprofit organization with the Sub-Recipient to receive a payment of twenty percent (20%) of the estimated equipment value from the receiving organization. The State will establish the estimated equipment value and the State may permit the Sub-Recipient to dispose of the PROJECT equipment in accordance with the South Dakota State Management Plan.

The Sub-Recipient will keep satisfactory records with regard to the use of the property and will submit to the State, upon request, such information as is required in order to assure compliance with this Agreement. The Sub-Recipient will immediately notify the State in all cases where the PROJECT equipment is used in a manner substantially different from that described in the PROJECT application. The Sub-Recipient will maintain, in an amount and form satisfactory to the State, such insurance or self-insurance as will be adequate to protect the PROJECT equipment and facilities throughout the period of required use.

The Sub-Recipient will submit to the State, at the time of submittal of the Sub-Recipient's annual application for Section 5339 funds, a certification that the PROJECT equipment is still being used in accordance with the terms of this Agreement and that no part of the local contribution to the cost of the PROJECT has been refunded or reduced. During this period, the Sub-Recipient will maintain the PROJECT equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. The State and FTA will have the right to conduct periodic inspections for the purpose of confirming proper maintenance of the PROJECT equipment and facilities.

4. MOTOR VEHICLE SAFETY AND POLLUTION

The Sub-Recipient will ensure the motor vehicles will comply with the Motor Vehicle Safety Standards as established by the USDOT.

5. CHARTER BUS AND SCHOOL BUS PROVISIONS

- a. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will meet the latest federal charter requirements.
- b. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators. Equipment must remain open to the public at all times and be clearly marked for public use.
- c. The Sub-Recipient will include the following requirements in each subcontract exceeding \$100,000.00, financed in whole or in part with federal assistance provided by the FTA:
 - i. Charter Bus: The Sub-Recipient will comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," and it must not interfere with or detract from the provision of mass transportation.
 - ii. School Bus: Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specific exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- d. Agreement with All Registered Charter Providers: The Sub-Recipient may provide charter service directly to a customer consistent with an agreement entered into with all registered charter providers in the Sub-Recipient's area. The Sub-Recipient is allowed to provide charter service up to ninety (90) days without an agreement with a newly registered charter provider in the geographic service area subsequent to the initial agreement. Any parties to an agreement may cancel the agreement after providing ninety (90) days' written notice to the Sub-Recipient.

6. LABOR PROTECTION WARRANTY

The following language is made a part of this Agreement as required by the U.S. Department of Labor (U.S. DOL). The Sub-Recipient acknowledges that by accepting this Agreement, the Sub-Recipient accepts full responsibility for the protection of labor described as follows:

- a. General Application. The State agrees, in the absence of waiver by U.S. DOL, the terms and conditions of this warranty, as set forth below, will apply for the protection of the employees of any employer providing transportation services assisted by the PROJECT, and the transportation related employees of any other surface public transportation providers in the transportation service area of the PROJECT.

The State will provide to the U.S. DOL, and maintain at all times during the PROJECT, an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the PROJECT, in the transportation service area of the PROJECT, and any labor organizations representing the employees of such providers.

Certification by the State to the U.S. DOL that designated the Sub-Recipient has indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to

permit the flow of Section 5339 funding in the absence of a finding of noncompliance by the U.S. DOL.

b. Standard Terms and Conditions.

- i. The PROJECT will be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Sub-Recipient or the employees of any other surface public transportation provider in the transportation service area of the PROJECT. The Sub-Recipient and any other legally responsible party designated by the State are obligated to assure that any and all transportation services assisted by the PROJECT are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "PROJECT," as used in this Agreement, will not be limited to the particular facility, service, or operation assisted by federal funds, but will include any changes, whether organizational or otherwise, which are a result of the assistance provided. The phrase "as a result of the PROJECT" will, when used in the Unified Protective Arrangement for Application to Capital and Operating Assistance Projects Pursuant to Section 5333(b) of Title 49 of the U.S.C., Chapter 53, referred to in this Agreement as the "Arrangement," include events related to the PROJECT occurring in anticipation of, during, and subsequent to the PROJECT and any program of efficiencies or economics related to the PROJECT; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the PROJECT (including any economics or efficiencies unrelated to the PROJECT) are not within the purview of this Arrangement.

An employee covered by this Arrangement, who is not dismissed, displaced, or otherwise worsened in position with regard to his/her employment as a result of the PROJECT, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the PROJECT, discontinuance of the PROJECT services, or exhaustion of the PROJECT funding will not be deemed eligible for a dismissal or displacement allowance within the meaning of Section 5339, Paragraphs (6) and (7) of the Arrangement or applicable provisions of comparable substitute Arrangements.

- ii.
 - (a) Where employees of the Sub-Recipient are represented for collective bargaining purposes, all the PROJECT services provided by the Sub-Recipient will be provided under, and in accordance with, any collective bargaining agreement applicable to such employees which is then in effect.
 - (b) The Sub-Recipient or legally responsible party will provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice will be provided by certified mail through their representatives. The notice will contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Sub-Recipient's employment available to be filled by such affected employees.
- iii. The procedures of this subparagraph will apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Sub-Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Arrangement will commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (v.) of this warranty. The foregoing procedures will be complied with and carried out prior to the institution of the intended action.
- iv. For the purpose of providing the statutory required protections, including those specifically mandated by 49 U.S.C. Section 5333(b), the State will assure as a condition of the release of funds that Sub-Recipient agrees to be bound by the terms and conditions of the

National (Model) Section 5333(b) agreement¹ executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the U.S. Secretary of Labor and certified for inclusion in these conditions.

- v. Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this Arrangement, which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or if they cannot agree upon such procedure, to the U.S. DOL or an impartial third party designated by the U.S. DOL for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, will be borne equally by the parties to the proceeding and all other expenses will be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the PROJECT, it will be employee's obligation to identify the PROJECT and specify the pertinent facts of the PROJECT relied upon. It will then be the burden of either the Sub-Recipient or the State to prove that factors other than the PROJECT affected the employees. The claiming employee will prevail if it is established that the PROJECT had an effect upon the employee even if other factors may also have affected the employee.

- vi. The Sub-Recipient, or other legally responsible party designated by the State, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these Arrangements, or the union representative of such employee, may file claim of violation of these Arrangements with the Sub-Recipient within sixty (60) days of the date employee is terminated or laid off as a result of the PROJECT, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the PROJECT. In the latter case, if the events giving rise to the claim have occurred over an extended period, the eighteen (18) month limitation will be measured from the last such event. No benefits will be payable for any period prior to six (6) months from the date of the filing of any claim.
- vii. Nothing in this Arrangement will be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor will this Arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state, or local law.
- viii. If any employee covered by these Arrangements is terminated or laid off as a result of the PROJECT, the Sub-Recipient will give this employee priority of employment or reemployment to fill any vacant position within the control of the Sub-Recipient for which employee is, or by training or retraining within a reasonable period, can become qualified. If training or retraining is required by such employment or reemployment, the Sub-Recipient or other legally responsible party designated by the State will provide or arrange for others to provide for such training or retraining at no cost to the employee.
- ix. The Sub-Recipient will post, in a prominent and accessible place, a notice stating that the Sub-Recipient has received federal assistance under the 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice will also specify the terms and conditions set forth in this Agreement for the protection of employees. The Sub-Recipient will maintain and keep on file all relevant books and

¹Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pensions rights and benefit(s) under existing collective bargaining agreements or otherwise); (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended.

records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these Arrangements and to the proper determination of any claims arising thereunder.

- x. Any labor organization which is the collective bargaining representative of employees covered by these Arrangements may become a party to these Arrangements by serving written notice of its desire to do so upon the Sub-Recipient and the U.S. DOL. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these Arrangements, as applied to the PROJECT, the dispute as to whether such organization will participate will be determined by the U.S. Secretary of Labor.
 - xi. If the PROJECT is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions will be made part of the agreement of assistance between the federal government and the State or the Sub-Recipient of federal funds; provided however, that this Arrangement will not merge into the agreement of assistance, but will be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor will any other employee protective agreement merge into this Arrangement, but each will be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
- c. Waiver. As a part of the grant approval process, either the Sub-Recipient or the State may, in writing, seek from the U.S. Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases where at the time of the requested waiver the Secretary determines that there are no employees of the Sub-Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the PROJECT. The U.S. DOL will give a thirty (30) day notice of proposed waiver and, in the absence of timely objection, the waiver will become effective at the end of the thirty (30) day notice period. In the event of timely objection, the U.S. DOL will review the matter and determine whether a waiver will be granted. In the absence of waiver, these protections will apply to the PROJECT.

7. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The Sub-Recipient will comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Sub-Recipient will carry out the transit operations work on this Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees under this Agreement and to meet the employee protective requirements of 49 U.S.C. A-5333(b) and U.S. DOL guidelines at 29 CFR Part 215, and any amendments. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the Sub-Recipient's PROJECT from which the federal assistance is provided to support work on this Agreement. The Sub-Recipient will carry out that work in compliance with the conditions stated in said U.S. DOL letter.
- b. The Sub-Recipient will include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the FTA.

8. ACCESSIBILITY REQUIREMENTS

The Sub-Recipient's facilities will be accessible to the semiambulatory and nonambulatory to the extent necessitated by local conditions, as stated in the Local Civil Rights Act of 1964, and in compliance with federal accessibility requirements as set forth in Section 504 of the Rehabilitation Act of 1973 (49 CFR Part 27).

Should the accessibility needs of the area's residents change in the future and additional accessibility features be required, the Sub-Recipient agrees to take action appropriate to retrofit vehicles and facilities in such a way as to satisfy the accessibility needs of the area. To assist the Sub-Recipient, the State will reserve a portion of new Section 5339 funds if these funds become available for future retrofit projects.

9. COMMERCIAL DRIVER'S LICENSE AND DRUG TESTING

The Sub-Recipient will comply with the requirements for commercial driver's license and drug and alcohol testing. Any party receiving reimbursements with Section 5339 funds is required to certify annually that it is in compliance with FTA regulations concerning drug and alcohol testing and must submit an annual report to the State. The Sub-Recipient has signed the Certification of Compliance with FTA Anti-drug and Misuse Prevention Program to this effect and is attached as **Exhibit F** and made a part of this Agreement.

10. DRUG-FREE WORKPLACE

The Sub-Recipient will maintain a drug-free workplace for all employees and must have an antidrug policy and awareness program. The Sub-Recipient must comply with all requirements of 49 CFR Part 32.

11. ENERGY EFFICIENCY AND CLEAN AIR ACT

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiencies, including the requirements contained in ASHRAE Standard 90:1-1999 and the Energy Policy and Conservation Act, 42 U.S.C. 6321 which, among other things, authorized development and implementation of State energy conservation plans. The Sub-Recipient will comply with sections 306 and 508 of the Clean Air Act of 1995, which establishes, among other things, national standards for vehicle emissions, 42 U.S.C. 7401, *et seq.* The Sub-Recipient will comply with Executive Order 11738 and Environmental Protection Agency (EPA) regulations.

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Sub-Recipient acknowledges and agrees that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Sub-Recipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Sub-Recipient will include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. The Sub-Recipient will not modify the above clause, except to identify the subcontractor who will be subject to its provisions.

13. PRIVACY ACT

If the Sub-Recipient maintains files on drug and alcohol enforcement activities for FTA, and those files are maintained in such a way that information could be retrieved by personnel identified, then all requirements of the Privacy Act apply.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.*, and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to the Sub-Recipient's actions pertaining to the PROJECT. Upon execution of the underlying agreement, the Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement the Sub-Recipient has made, makes, may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this agreement

work is being performed. In addition to other penalties that may be applicable, the Sub-Recipient further acknowledges that if the Sub-Recipient makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Sub-Recipient to the extent the federal government deems appropriate.

15. EMPLOYEE POLITICAL ACTIVITY

To the extent applicable, the Sub-Recipient agrees to comply with the provisions of the Hatch Act, 5 U.S.C. 1501-1508 and 7324-7326, and US Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees," 5 CFR Part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees whose principal employment activities are finance in whole or in part with federal funds including a federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of other agencies or entities performing related functions) receiving FTA assistance to whom the Hatch Act would otherwise apply.

16. FACILITY, EQUIPMENT, AND VEHICLE MAINTENANCE PLANS

The Sub-Recipient will participate and comply with the requirements of the Asset Management Program and Safety Program. The Sub-Recipient's participation will ensure the maximum useful life of each asset is obtained while maintaining a safe working environment.

The Sub-Recipient, as part of the building facility maintenance plan, will submit a written maintenance plan to the State which plan will include a series of inspections and routine maintenance actions designed to ensure the proper care and maximum useful life of facilities and equipment, and a record keeping system that maintains adequate permanent records of maintenance and inspection activity for facilities and equipment.

The Sub-Recipient will service each vehicle in accordance with the maintenance schedule located in the owner's manual of the vehicle and will keep records to show service was completed. Upon request by the State, the Sub-Recipient will allow the State to review maintenance records.

17. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and condition required by the State, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the State, as set forth in this Agreement, are incorporated by reference. All FTA mandated terms will be deemed to control in the event of a conflict with other provision contained in this Agreement. The Sub-Recipient will not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

The Sub-Recipient will include this requirement in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

18. FEDERAL WATER POLLUTION CONTROL ACT

The Sub-Recipient will comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.* The Sub-Recipient will report each violation to the State and understands and agrees the State will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

19. ENERGY CONSERVATION

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

20. REPORTING OF PROJECT EVENTS

The Sub-Recipient will report to the State any event that may impact the schedule, cost, capacity, usefulness, or purpose of the project under this Agreement immediately upon discovery. Pursuant to Section 39(b)(1)(2) of the FTA Master Agreement, if a current or prospective legal matter that may affect the Federal Government emerges, the Sub-Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Sub-Recipient is located. The Sub-Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

D. STANDARD PROVISIONS CONTINUED

1. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

2. INDEMNIFICATION:

The Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents and employees, from and against any and all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall defend the State of South Dakota, its officers, agents and employees against any claim, including any claim, action, suit or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of south Dakota, its officers, agent and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-Recipient in the defense. This section does not require the Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

3. INSURANCE:

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

A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

Before beginning work under this Agreement, Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State of South Dakota, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

4. CONFIDENTIALITY OF INFORMATION:

For the purpose of this paragraph, "State Proprietary Information" shall include all information, regardless of its format, disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's Proprietary Information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; or (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that State's Proprietary Information may be confidential and protected under applicable state or federal law and agrees to immediately notify the State if the Information is disclosed, either intentionally or inadvertently. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore

not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignments performed in the course of this Agreement require additional security requirements or clearance, Sub-Recipient agrees that its officers, agents and employees may be required to undergo investigation will be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

Sub-Recipient agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality paragraph and to immediately notify the State of such matter.

Sub-Recipient will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, Sub-Recipient agrees to return to the State, at Sub-Recipient's cost, any Confidential Information or documentation maintained by Sub-Recipient regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Sub-Recipient and State.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

5. AUTHORIZATION

The Sub-Recipient has designated its Mayor as the Sub-Recipient's authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the Sub-Recipient. A copy of the Sub-Recipient's Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the Sub-Recipient's authorized representative is attached to this Agreement as **Exhibit H**.

This Agreement has been executed by the State and the Sub-Recipient, acting by and through their duly authorized representatives.

City of Mitchell, South Dakota	State of South Dakota Department of Transportation
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Its: Mayor	Its: _____
Date: _____	Date: _____
Attest:	
By: _____	
Printed Name: _____	
City Auditor/Clerk	
(City Seal)	

LOCAL CIVIL RIGHTS ASSURANCES

City of Mitchell, South Dakota, certifies as a condition to receiving federal assistance under Section 5304 of the Intermodal Surface Transportation Efficiency Act of 1991, as amended, that:

1. No person will on the grounds of race, color, creed, national origin, sex, age, or disability be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives federal financial assistance from the Federal Transit Administration.
2. City of Mitchell, South Dakota, will not discriminate against any employee or applicant for employment because of race, color, sex, age, disability, or national origin, and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age, disability, or national origin.
3. City of Mitchell, South Dakota, will conduct any program or operate any facility that receives or benefits from federal financial assistance administered by the State in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, "Nondiscrimination on the Basis of Handicap in Federally Assisted Programs and Activities receiving or Benefiting from Federal Financial Assistance."
4. Special efforts are being made to provide transportation that handicapped persons, including wheelchair users and semi-ambulatory persons, can use. This transportation will be reasonable in comparison to the transportation provided to the general public and will meet a significant fraction of the actual transportation needs of such persons within a reasonable time. (This "Special Efforts Certification" may be filed with the State on a one-time basis and referenced in each application).
5. A Standard South Dakota Department of Transportation Title VI/Nondiscrimination Assurance, signed and dated, has been filed with the State.

The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

**ASSURANCE CONCERNING NONDISCRIMINATION ON THE BASIS OF DISABILITY
IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES
RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

**Implementing the Rehabilitation Act of 1973, as amended, and
the Americans With Disabilities Act of 1990**

City of Mitchell, South Dakota, ("the Sub-Recipient")

AGREES THAT, as a condition to the approval or extension of any federal financial assistance from the Federal Transit Administration (FTA) to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research or to participate in or obtain any benefit from any program administered by the FTA, no otherwise qualified person with a disability will, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance administered by the FTA or any entity within the United States Department of Transportation (USDOT).

Specifically, the Sub-Recipient GIVES ASSURANCE that it will conduct any program or operate any facility so assisted in compliance with all applicable requirements imposed by USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990 (any subsequent amendments thereto) set forth at 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by any other federal departments or agencies.

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

CERTIFICATION FOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

City of Mitchell, as an applicant for an FTA grant, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

City of Mitchell, certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA or South Dakota Department of Transportation.

City of Mitchell, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of City of Mitchell.

City of Mitchell

By: _____

Its: _____

Date: _____

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the Sub-Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the Sub-Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.* [78 stat. 252]) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. Ch. 471 § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000.00)

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-Recipient will complete and submit Standard Form, LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers including, but not limited to third party contracts, subcontracts, subagreements, and other third party agreements under a federal grant, cooperative agreement, loan, line of credit, and will certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure act of 1995).
- v. The Sub-Recipient understands any person who does not file a required Certification is subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

City of Mitchell

By: _____

Its: _____

Date: _____

Certification of Compliance with FTA Anti-drug and
Alcohol Misuse Prevention Programs

City of Mitchell, as an applicant for a FTA grant, certifies to the best of its knowledge and belief, that it has adopted and implemented the following:

- A. A policy statement on drug use and alcohol misuse in the workplace.
- B. An employee and supervisor education and training program.
- C. A drug and alcohol testing program for employees and drug testing for applicants for employment in safety-sensitive positions and procedures to follow in the event of a positive test.
- D. Administrative procedures for record keeping, reporting and releasing drug and alcohol information to authorized parties.

City of Mitchell, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of the City of Mitchell.

City of Mitchell

By: _____

Its: _____

Date: _____

Budget No. 1

**Application for Capital Grants Assistance under
Infrastructure Investment and Jobs Act (IIJA) aka Bipartisan Infrastructure Law (BIL) of 2021**

The PROJECT consists of procurement of:

Shop Tools, Computers, Dispatch Software, Tires

<u>Equipment Type</u>	<u>Federal Share</u>	<u>Local Share</u>	<u>Total</u>
Shop Tools	\$3,600	\$900	\$4,500
Computers	\$1,600	\$400	\$2,000
Dispatch Software	\$70,400	\$17,600	\$88,000
Tires	\$15,200	\$3,800	\$19,000
TOTAL	\$90,800	\$22,700	\$113,500

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:	October 21, 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 #4 to Rice Lake West for Pump Station & Ground Storage Reservoir #2020-20		
Explanation/Background of Agenda Item Requested:	Change Order No. 4 reflects changes to the contract to date. Work added to the contract is as follows: Updates to the grading plan to facilitate better drainage - \$7,549.00 HVAC updates to the phosphate room - \$1,223.00 Added cell dialer to monitor for the fire alarm - \$852.00 Please see attached Change Order #3 for detailed information. Original Contract Amount - \$11,518,800 Current Contract Amount - \$11,679,195.02 Increase of Change Order #1 - \$118,577.02 Increase of Change Order #2 - \$10,533.00 Increase of Change Order #3 - \$31,285.00 Increase of Change Order #4 - \$9,624.00 New Contract Amount - \$11,688,819.02 Original Contract Date - September 30, 2024 Current Contract Date - October 13, 2024 New Contract Date - October 15, 2024 City staff recommends approval of Change Order No. 4 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 - \$227,345.84 Change Order No. 4 for Pump Station and Ground Storage Reservoir - City Project #2020-20		

CHANGE ORDER NO.: 04

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: September 26, 2024

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

Description:

Modification of the final grading plan on the west side of the Pump Station as described in Work Change Directive-09.

Modification of the HVAC return vent in the phosphate storage room as described in Work Change Directive-10.

Addition of a cell dialer for the fire alarm panel as described in Request for Proposal-07.

Attachments:

Work Change Directive – 09.

Request for Proposal – 05.

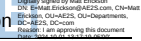
Work Change Directive – 10.

Request for Proposal – 07.

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 through No. 3: \$ <u>160,397.02</u>	Increase from previously approved Change Orders No.1 through No. 3: Substantial Completion: <u>13 days</u> Ready for final payment: <u>13 days</u>
Contract Price prior to this Change Order: \$ <u>11,679,195.02</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 13, 2024</u> Ready for final payment: <u>November 13, 2024</u>
Increase this Change Order: \$ <u>9,624.00</u>	Increase this Change Order: Substantial Completion: <u>2 Days</u> Ready for final payment: <u>2 Days</u>
Contract Price incorporating this Change Order: \$ <u>11,688,819.02</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 15, 2024</u> Ready for final payment: <u>November 15, 2024</u>

Recommended by Engineer (if required)

Accepted by Contractor

By: Matt Erickson, PE Matt Erickson 

Title: Operations Manager

Date: 10/1/2024

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

Change Order - 04		
Change Order Item	Description	Price Change
WCD-09	Grading Plan Update	\$7,549.00
WCD-10	HVAC Change	\$1,223.00
RFP-07	Cell Dialer	\$852.00
	Change Order Total	\$9,624.00
	Original Contract Total	\$11,518,800.00
	Contract Price w/ CO-01 through CO-03	\$11,679,195.02
	New Contract Price w/ CO-04	\$11,688,819.02

WORK CHANGE DIRECTIVE NO.: WCD-09-Grading Plan Update

Owner: City of Mitchell
Engineer: AE2S
Contractor: Rice Lake West
Project: Mitchell Pump Station and Ground Storage Reservoir
Contract Name: City of Mitchell/Pump Station and Ground Storage Reservoir
Date Issued: November 7, 2022
Owner's Project No.: 2020-20
Engineer's Project No.: P14543-2019-002
Contractor's Project No.: 2213
Effective Date of Work Change Directive: June 24, 2024

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

Description:

Change to the final site grading on the west side of the project property and west of pump station. The change in grade will follow the grading plan in the attached revised drawing and will create a more gradual sloping grade towards the west edge of the property.

Attachments:

C104A -Revision of plan sheet.

Purpose for the Work Change Directive:

Change in grade is necessary to further facilitate the movement of water from the roof drains and sump discharge piping away from the pump station to prevent the discharge from recharging the ground water vein that enters the drain tile of the pump station.

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.

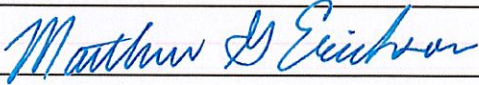
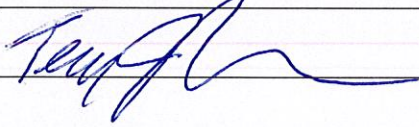
Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$7,500 - \$13,500 Increase.

Contract Time: 2 - 4 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: Operations Manager	Engineering Project Supervisor
Date: 	

Printed By: Andrew Purinton Date: Tuesday, June 18, 2024 9:02:22 AM
Last Saved By: Andrew Purinton Date: Tuesday, June 18, 2024 9:02:22 AM
File: S:\0-2020 Projects\2021 - Mitchell Ground Storage Tank & Piping Improvements\Design\CAD\X-2021-BASE-CABELA.DWG
Layout: C104

- TYPICAL GRAVEL SECTION**
- 4" GRAVEL SURFACING
 - 6" AGGREGATE BASE COURSE
 - GEOTEXTILE FABRIC
 - 8" MIN SCARIFY & RECOMPACT
- TYPICAL SIDEWALK SECTION**
- 6" PCC CONCRETE
 - 6" AGGREGATE BASE COURSE
 - GEOTEXTILE FABRIC
 - 8" MIN SCARIFY & RECOMPACT
- TYPICAL APRON CONCRETE PAD SECTION**
- 6" PCC CONCRETE
 - 6" AGGREGATE BASE COURSE
 - GEOTEXTILE FABRIC
 - 8" MIN SCARIFY & RECOMPACT

The coordinates shown on this sheet are based on the South Dakota State Plane Coordinate System, South Zone (NAD 83/CONUS); Geoid 18

REVISION
06/18/2024 - IDG

55 N=496956.73, E=2584346.10
TOE OF INSLOPE
FG ELEV = 1338.27

56 N=497028.40, E=2584273.05
TOE OF INSLOPE
FG ELEV = 1337.78

57 N=497078.14, E=2584272.60
TOE OF INSLOPE
FG ELEV = 1337.56

58 N=497167.35, E=2584321.72
TOE OF INSLOPE
FG ELEV = 1337.46

EXTENDING INSLOPE
415 CY - ADDITIONAL FILL MATERIAL
DID NOT ACCOUNT FOR STRIPPING OR PLACING TOPSOIL
ASSUMED 20% SHRINKAGE FACTOR

PROPOSED GROUND STORAGE TANK
9,504 SQ. FT.
FFE = 1343.00
5' WIDE BERM TOP = 1347.00

PROPOSED BUILDING
2,940 SQ. FT.
FFE=1342.00

Transformer Pad

Generator Pad

256th Street

- N=496887.89, E=2584259.30
MATCH EXISTING GRAVEL
TG ELEV = 1338.28 (VERIFY)
- N=496903.57, E=2584258.45
MATCH EXISTING GRAVEL
TG ELEV = 1337.79 (VERIFY)
- N=496907.48, E=2584331.39
BEGIN 25' RADIUS
TG ELEV = 1338.30
- N=496920.70, E=2584352.22
BEGIN SUPER TRANSITION
TG ELEV = 1338.83
- N=496933.68, E=2584355.12
END 25' RADIUS
TG ELEV = 1339.12
- N=496945.23, E=2584354.57
BEGIN WIDENING
TG ELEV = 1339.37
- N=496944.37, E=2584384.62
BEGIN 75' RADIUS
TG ELEV = 1339.23
- N=496934.16, E=2584385.20
END 25' RADIUS
TG ELEV = 1339.00
- N=496922.81, E=2584388.52
BEGIN SUPER TRANSITION
TG ELEV = 1338.83
- N=496910.46, E=2584411.29
BEGIN 25' RADIUS
TG ELEV = 1338.35
- N=496985.89, E=2584394.76
END SUPER TRANSITION
TG ELEV = 1340.13
- N=497001.01, E=2584368.86
END SUPER TRANSITION
TC ELEV = 1340.62
- N=497037.78, E=2584349.98
PCC APRON
TG ELEV = 1341.85
- N=497039.51, E=2584384.93
PCC APRON
TG ELEV = 1341.85
- N=497046.23, E=2584419.64
PCC SIDEWALK
TG ELEV = 1341.92
- N=497046.62, E=2584329.52
END WIDENING
TG ELEV = 1341.90
- N=497047.77, E=2584349.48
BUILDING CORNER
TG ELEV = 1342.00
- N=497089.72, E=2584347.41
BUILDING CORNER
TG ELEV = 1342.00
- N=497054.61, E=2584329.12
END WIDENING
TG ELEV = 1341.90
- N=497071.91, E=2584333.27
GRADE BREAK
TG ELEV = 1341.41
- N=497089.22, E=2584337.42
END WIDENING
TG ELEV = 1341.60
- N=497119.19, E=2584335.95
POINT OF INTERSECTION
TG ELEV = 1340.80
- N=497123.13, E=2584415.85
GRADE BREAK
TG ELEV = 1341.10
- N=497109.29, E=2584447.38
GRADE BREAK
TG ELEV = 1341.49
- N=497093.88, E=2584434.66
GRADE BREAK
TG ELEV = 1341.80
- N=497093.17, E=2584417.33
BUILDING CORNER
TC ELEV = 1342.00
- N=497051.22, E=2584419.40
BUILDING CORNER
TC ELEV = 1342.00
- N=497135.06, E=2584464.45
EDGE OF GRAVEL
TG ELEV = 1342.69
- N=497184.36, E=2584454.86
TOP OF BERM/55' RADIUS
TG ELEV = 1347.00
- N=497239.36, E=2584509.86
TOP OF BERM/55' RADIUS
TC ELEV = 1347.40
- N=497184.36, E=2584564.86
TOP OF BERM/55' RADIUS
TC ELEV = 1347.80
- N=497126.32, E=2584476.25
EDGE OF GRAVEL
TG ELEV = 1342.73
- N=497075.01, E=2584478.43
EDGE OF GRAVEL
TG ELEV = 1340.36
- N=497054.25, E=2584479.63
END 105' RADIUS
TG ELEV = 1341.10
- N=497022.98, E=2584455.83
END 75' RADIUS
TG ELEV = 1340.72
- N=497024.12, E=2584478.82
END 75' RADIUS
TG ELEV = 1340.44
- N=496994.39, E=2584542.38
END SUPER TRANSITION
TG ELEV = 1339.35
- N=497012.47, E=2584566.32
END SUPER TRANSITION
TG ELEV = 1340.25
- N=496956.02, E=2584557.20
BEGIN 75' RADIUS
TG ELEV = 1339.00
- N=496943.48, E=2584557.89
END 25' RADIUS
TG ELEV = 1338.81
- N=496932.69, E=2584556.02
BEGIN SUPER TRANSITION
TG ELEV = 1338.64
- N=496917.28, E=2584534.04
BEGIN 25' RADIUS
TG ELEV = 1337.97
- N=496958.75, E=2584587.08
BEGIN 105' RADIUS
TC ELEV = 1339.13
- N=496945.30, E=2584587.83
END 25' RADIUS
TG ELEV = 1338.86
- N=496934.60, E=2584590.83
BEGIN SUPER TRANSITION
TG ELEV = 1338.65
- N=496921.56, E=2584614.05
BEGIN 25' RADIUS
TG ELEV = 1338.15
- N=496924.31, E=2584674.06
MATCH EXISTING
TG ELEV = 1337.89 (VERIFY)
- N=496908.62, E=2584674.61
MATCH EXISTING
TG ELEV = 1338.57 (VERIFY)
- N=497128.03, E=2584541.61
GRADE BREAK
TG ELEV = 1347.81
- N=497133.21, E=2584549.16
GRADE BREAK
TG ELEV = 1347.81
- N=497113.06, E=2584562.22
TOP OF RETAINING WALL
TC ELEV = 1341.93
- N=497108.20, E=2584555.22
TOP OF RETAINING WALL
TC ELEV = 1341.93
- N=497215.02, E=2584330.53
TOP OF INSLOPE
FG ELEV = 1339.98
- N=497216.70, E=2584429.33
TOP OF INSLOPE
FG ELEV = 1340.00



infrastructure
design group, inc.



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

DRAWING TYPE
CONST.
PREPARED BY
AJP
CHECKED / APPROVED
PLG / PLG
DATE
JULY 2022
PROJECT NUMBER
P14543-2019-002
FACILITY
GSR / PS
DRAWING
C104A



651 Corporate Circle, Suite 108
Golden, CO 80401

SCI PROJECT #: 22-13
PROJECT NAME: Mitchell SD
DATE: 7/12/2024
COP/RFP: RFP 05 rev1

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	1.00	\$ 110.00	\$110.00	\$ -	\$0.00	\$ -	\$ -		\$110.00			
- Superintendent	1.00	MH	24.00	\$ 120.00	\$2,880.00	\$ -	\$0.00	\$ -	\$ -		\$2,880.00			
- Operator	1.00	MH	15.00	\$ 85.00	\$1,275.00	\$ -	\$0.00	\$ -	\$ -		\$1,275.00			
- 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	39.00	\$ 12.50	\$487.50		\$0.00				\$487.50			
Materials	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00			
	0.00	EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00			
strip and reuse existing soils	1.00	EA	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00			
	0.00	TON	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00			
	0.00	EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00			
	0.00	sy		\$ -	\$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			
Skid Loader \$20/hr	1.00	EA	10.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ 200.00		\$200.00			
DMI - Dozer (110/hr includes F.O.G)	1.00	LS	11.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ 1,210.00		\$1,210.00			
				\$ -	\$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%								\$	237.63		
Sales Tax	1.00	ea	4.200%								\$	-		
Totals			\$	100.00	\$	4,752.50	\$	-	\$	-	\$	1,410.00	\$	6,400.13
Mark-up on Subs-5%										RLW Mark-up on Subs (5%)		\$	-	
Mark-up @ 15%										RLW Mark-up on Labor, Material, and Equipment (15%)		\$	924.38	
Bond Cost @ 1%										Bond Cost (1%)		\$	73.25	
Excise Tax @ 2%										Excise Tax @ 2%		\$	150.99	
Total Change Order Request										Total Change Order Proposal Request		\$	7,549.00	
Contract Extension (Days)										Days Requested			2	

WORK CHANGE DIRECTIVE NO.: WCD-10-HVAC Change

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:	August 15, 2024

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

Description:

The HVAC ductwork that runs down to 12" above the finished floor in the phosphate room (Room 105) to be raised to end at 2'02" above the finished floor.

Attachments:

RFP-06-Duct Work Raise

Purpose for the Work Change Directive:

To raise the end of HVAC return vent in the phosphate room to above the containment area to enable it to draw air in the event of a chemical spill.

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

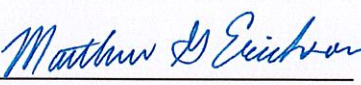
☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

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

Contract Price:	\$ 1,223.00	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: 8/16/2024	8/27/2024



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

GOLDEN | WATERTOWN | FARGO

July 29, 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.: RFP 06 – Duct work raise

Subject: RFP 06 – Duct work raise

Mr. Matt Erickson,

We propose to furnish labor, material, and equipment for RFP 06 – Duct work raise

Cost addition of: \$1,223.00

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

Sincerely,

Rice Lake West

Wade DeVlieger
Project Manager

From: Wade Devlieger <wade.devlieger@rlwest.org>
Sent: Thursday, July 11, 2024 1:51 PM
To: Terry Campbell <Terry.Campbell@tessiersinc.com>
Subject: FW: Mitchell PS - HVAC in Phosphate Room

Terry, let me know if this is something you guys can perform. If you want to get additional compensation, please send me a price and I will submit PRIOR to work being done.



Wade Devlieger

3321 4th Ave S, Suite B
Fargo, ND 58103

Office 701-929-3576
Cell 701-970-9958
wade.devlieger@rlwest.org

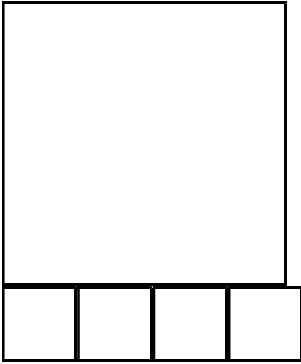
rlwest.org

From: Thomas Hudson <Thomas.Hudson@AE2S.com>
Sent: Thursday, July 11, 2024 12:17 PM
To: Wade Devlieger <wade.devlieger@rlwest.org>
Cc: Terry Campbell <Terry.Campbell@tessiersinc.com>; Miguel Alderete <Miguel.Alderete@rlwest.org>
Subject: RE: Mitchell PS - HVAC in Phosphate Room

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,

It can be cut off 2" above the containment area, so the A.F.F will be 2'-2".



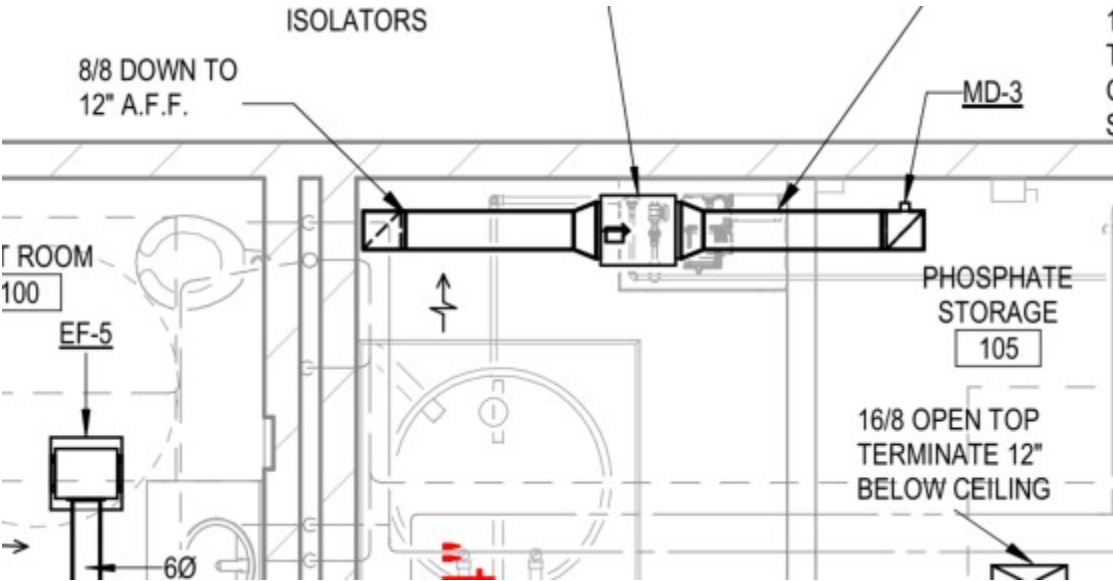
Thomas Hudson
EIT
Thomas.Hudson@ae2s.com

Office: 605.275.5620
Cell: 605.850.9138

2401 West Trevi Place, Suite 100
Sioux Falls, SD 57108

From: Wade Devlieger <wade.devlieger@rlwest.org>
Sent: Thursday, July 11, 2024 12:03 PM
To: Thomas Hudson <Thomas.Hudson@AE2S.com>
Cc: Terry Campbell <Terry.Campbell@tessiersinc.com>; Miguel Alderete <Miguel.Alderete@rlwest.org>
Subject: RE: Mitchell PS - HVAC in Phosphate Room

Thomas, I had not heard about this. Can you give us a specific A.F.F. and I will talk with Terry about the change.



Wade Devlieger
3321 4th Ave S, Suite B
Fargo, ND 58103
Office 701-929-3576
Cell 701-970-9958
wade.devlieger@rlwest.org

From: Thomas Hudson <Thomas.Hudson@AE2S.com>

Sent: Thursday, July 11, 2024 10:58 AM

To: Wade Devlieger <wade.devlieger@rlwest.org>

Subject: Mitchell PS - HVAC in Phosphate Room

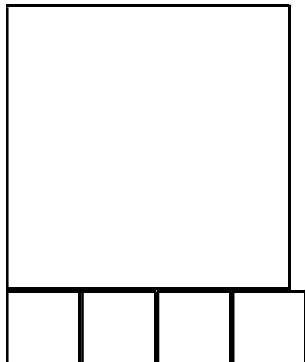
Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Wade,

I am not sure if this had been brought to your attention yet but there were concerns about the HVAC duct in the phosphate room that pulls from below the containment area. Picture below for reference. We would prefer for it pull from above the containment area in case of a leak, overflow, etc. I have talked to the mechanical engineer, and he confirmed that it is fine to cut off a couple inches above the grey containment area. Let me know if you think this warrants a change.



Thanks!



Thomas Hudson

EIT

Thomas.Hudson@ae2s.com

Office: 605.275.5620

Cell: 605.850.9138

2401 West Trevi Place, Suite 100

Sioux Falls, SD 57108

AE2S is an Equal Opportunity / Affirmative Action Employer

This e-mail message and any documents included hereto may contain confidential information for the sole use of the intended recipient(s). If the reader of this message is not the intended recipient (or a delegate authorized to receive for the recipient), you are hereby notified that any review, retaining, dissemination, copying, or use of content by you or others is strictly prohibited. Please immediately notify the sender and delete this message if you have received it in error.

CONTRACT MODIFICATION PROPOSAL
Job Name: Mitchell Pump Station

Contracting Office		Contract No.		Modification No.	
Stanek Constructors		2213-10055		3	
Attention		Site Address			
Wade Devlieger		City Of Mitchell - 256th Street			
(Detailed breakdown, attach additional sheets as necessary)					
Net Increase		Net Decrease		Calendar Days Increase / Decrease	
\$853				0	
Equipment / Materials					
Actual Costs				\$15	
Sales Tax 4.5%				\$1	
Adminstrative Overhead		15%		\$2	
Profit		15%		\$3	
TOTAL MATERIAL COSTS				\$21	
Labor					
\$81.75		x 6.48 Hours Labor		\$530	
Project Coordination				\$100	
Adminstrative Overhead		15%		\$94	
Profit		15%		\$109	
TOTAL LABOR COSTS				\$833	
Subcontractors					
Plumber				\$0	
Controls				\$0	
Insulator				\$0	
TAB				\$0	
Tessier's Profit/Overhead		10%		\$0	
TOTAL SUBCONTRACTOR COSTS				\$0	
SD Excise Tax					
Bond					
CONTRACT MODIFICATION TOTAL:				\$853	
Date		Typed Name and Title		Signature	
7/23/2024		Terry L. Campbell - Project Manager			

MAIN OFFICE:
218 EAST FIRST AVENUE
P.O. BOX 1200
MITCHELL, SD 57301-7200
605/996-7548
FAX 605-996-3131

DIVISIONS:
700 WEST CHEROKEE
P.O. BOX 112
SIOUX FALLS, SD 57101-0112
605/336-3175
FAX 605/336-9620

2319 N. PLAZA DRIVE, STE. #2
P.O. BOX 2861
RAPID CITY, SD 57709-9616
605/341-1940
FAX 605/341-2412

SATELLITE LOCATIONS:
BROOKINGS, SD
605/692-4822

SIOUX CITY, IA
712/255-2977



651 Corporate Circle, Suite 108
Golden, CO 80401

SCI PROJECT #: 22-13
PROJECT NAME: Mitchell SD
DATE: 7/29/2024
COP/RFP: RFP 06

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	1.00	\$ 110.00	\$110.00	\$ -	\$0.00	\$ -	\$ -		\$110.00
- Superintendent	1.00	MH	1.00	\$ 120.00	\$120.00	\$ -	\$0.00	\$ -	\$ -		\$120.00
- 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	1.00	\$ 12.50	\$12.50		\$0.00				\$12.50
Materials	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
	0.00	EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Tessiers	1.00	EA	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ 853.00	\$ -		\$853.00
	0.00	TON	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
	0.00	EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
	0.00	sy		\$ -	\$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
	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	\$ -	\$ -		\$0.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%								\$ 12.13
Sales Tax	1.00	ea	4.200%								\$ -
Totals			\$ 3.00		\$ 242.50	\$ -	\$ -	\$ 853.00	\$ -	\$	1,107.63
Mark-up on Subs-5%										RLW Mark-up on Subs (5%)	\$ 42.65
Mark-up @ 15%										RLW Mark-up on Labor, Material, and Equipment (15%)	\$ 36.38
Bond Cost @ 1%										Bond Cost (1%)	\$ 11.87
Excise Tax @ 2%										Excise Tax @ 2%	\$ 24.46
Total Change Order Request										Total Change Order Proposal Request	\$ 1,223.00
Contract Extension (Days)										Days Requested	0



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

GOLDEN | WATERTOWN | FARGO

September 19, 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.: RFP 07 – Cell Dialer

Subject: RFP 07 – Cell Dialer

Mr. Matt Erickson,

We propose to furnish labor, material, and equipment for RFP 07 – Cell Dialer

Cost addition of: \$852.00

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

Sincerely,

Rice Lake West

Wade DeVlieger
Project Manager



Muth Electric Inc.



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

September 19, 2024

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

Attn: Wade Devlieger

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

Added Cell Dialer
Muth CO C003 - #61679

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 \$662.00.

- Added cell dialer to monitor for the fire alarm panel.

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 #: 61679 Location: Mitchell

Muth Job Number: 1538

Customer: Rice Lake West

Address

Description: Added dialer for fire alarm panel monitoring

Estimated By: GAS

Checked By:

Estimate Date: 9/16/2024

Revision Date:

Submission Date

Change Order
Status

☐ Approved

☐ Proposed

GC C/O #

Approval Date

☐ Executed

☐ Void

Muth C/O #: C003

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

	Material Cost	Labor Hours
Total from Estimate Item Detail	\$0.00	0.00
Misc Material and Labor: 3.00 %	\$0.00	0.00
Coordination Time		0.00
TOTAL MATERIAL (C) AND LABOR (D)	\$0.00	0.00
0.00 Regular Labor Hours @ \$60.00		\$0.00

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

0.00 Overtime Hours @ \$0.00		\$0.00
Labor Burden 35 %		\$0.00
Labor Total		\$0.00
Subcontracts		\$600.00
Job Expense (B)		\$0.00
Material Cost		\$0.00
Total Direct Cost		\$600.00
Overhead 5 %		\$30.00
Sub Total		\$630.00
Profit 5 %		\$31.50
Sub Total		\$661.50
SD Contractors Excise Tax 0 %		\$0.00
Sub Total		\$661.50
Performance Bond		\$0.00
Total		\$661.50

SubContractor Report

Subcontractor Name:	PO Number:	Phase:	Amount:
Justice Fire	67269	402010	\$600.00
			\$600.00

19-Sep-24 10:00 AM



Muth Electric
Michell Headwords
2141 E Havens Ave
Mitchell SD 57301
Gary

RE: Change Order - Add Cell Dialer to New System

New Equipment Installation

Napco Starlink Cell Dialer 5G	\$350.00
Installation /Program/Testing	\$250.00

Total Price

Price is valid for 60 days

\$600.00

(Tax Exempt on File)

Annual Monitoring and Cell Line Contract

NFPA 3 rd Party Monitoring and Verizon 5G Cell Lines (Service is \$45.00 per month that is billed annually at time of install)	\$540.00
--	----------

***This service will be sent up by Justice Fire and billed direct to end user**

Total Price

Price is valid for 60 days

\$540.00

Tax not included –to be added if applicable)

Regards,

Mike Behrend
Fire Alarm Division Manager
Justice Fire and Safety
605-951-8653

Please complete the below, signifying you agree to the quoted price and the terms listed above.
Scan and return to: mike@justicefire.com

Printed name: _____

Title (must be the owner or an authorized officer): _____

X _____

Date: _____



651 Corporate Circle, Suite 108
Golden, CO 80401

SCI PROJECT #: 22-13
PROJECT NAME: Mitchell SD
DATE: 9/19/2024
COP/RFP: RFP 07

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	1.00	\$ 110.00	\$110.00	\$ -	\$0.00	\$ -	\$ -		\$110.00
- Superintendent	1.00	MH	0.00	\$ 120.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
- 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	EA	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ 662.00	\$ -		\$662.00
	0.00	TON	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
	0.00	EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
	0.00	sy		\$ -	\$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
	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	\$ -	\$ -		\$0.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%								\$ 5.50
Sales Tax	1.00	ea	4.200%								\$ -
Totals			\$ 1.00		\$ 110.00	\$ -	\$ -	\$ 662.00	\$ -	\$	777.50
Mark-up on Subs-5%								RLW Mark-up on Subs (5%)		\$	33.10
Mark-up @ 15%								RLW Mark-up on Labor, Material, and Equipment (15%)		\$	16.50
Bond Cost @ 1%								Bond Cost (1%)		\$	8.27
Excise Tax @ 2%								Excise Tax @ 2%		\$	17.05
Total Change Order Request								Total Change Order Proposal Request		\$	852.00
Contract Extension (Days)								Days Requested			TBD

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:	October 21, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	Sewer Enterprise Fund		
Agenda Item:	Change Order #1 for Mattie Street Extension to Siteworks Inc Project #2024-24		
Explanation/Background of Agenda Item Requested:	ChangChange Order No. 1 reflects actual quantities installed for the project. Please see attached Change Order #1 for detailed information. Original Contract Amount - \$144,730.32 Current Contract Amount - \$144,730.32 Decrease of this Change Order - \$8,441.68 New Contract Amount - \$136,288.64 City staff recommends approval of Change Order No. 1 as outlined above.e Order No. 1 for North Mattie Utility Extension - City Project #20224-24		

CHANGE ORDER NO.: 1

Owner: City of Mitchell
Engineer City of Mitchell
Contractor: Siteworks Inc.
Project: North Mattie Utility Extension
Date Issued: 10/21/2024

City's Project No.: #2024-24
Engineer's Project No.: #2024-24
SD DANR Project No.: NA

Effective Date of Change Order: 10/21/2024

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

The contract is being amended to reflect actual quantities installed. Additional services were required to be replaced due to the material of the service line. The existing cast iron line from 13th Ave to Park Dr. was replaced with a new PVC line. Digouts were needed due to unsuitable material within the road. Attachments: See Attached

Change in Contract Price	Change in Contract Time
Original Contract Price: \$144,730.32	Original Contract Times: Substantial Completion: May 1, 2025 Ready for final payment: May 31, 2025
Increase from previously approved Change Order No. 1	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: May 1, 2025 Ready for final payment: May 31, 2025
Contract Price prior to this Change Order: \$144,730.32	Contract Times prior to this Change Order: Substantial Completion: May 1, 2025 Ready for final payment: May 31, 2025
Decrease of this Change Order: -\$8,441.68	Decrease of this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$136,288.64	Contract Times with all approved Change Orders: Substantial Completion: May 1, 2025 Ready for final payment: May 31, 2025

Approved by Contractor

By: Jon Kraft
Title: Project Manager
Date: 10/7/24

Recommended for Approval

By: _____
Title: _____
Date: _____

Approved by Owner

By: _____
Title: _____
Date: _____

EJCDC® C-941, Change Order.

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Page 1 of 1

Change Order - Unit Price Work

CHANGE ORDER NO.: 1

Owner: City of Mitchell						City's Project No.: #2024-24			
Contractor: Siteworks Inc.									
Project: North Mattie Utility Extension									
						Effective Date of Change Order: 10/21/24			
A	B	C	D	E	F	G	H		J
Bid Item No.	Description	Current Contract Information				Proposed Contract Change			New Contract Amount (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Proposed Item Quantity Change	Units	Proposed Item Quantity	
Bid Schedule A									
1	MOBILIZATION	1	LS	\$ 35,000.00	\$ 35,000.00		LS	1.00	\$ 35,000.00
2	6" C900 DR 18 PVC WATERMAIN	40	FT	\$ 41.78	\$ 1,671.20	3	FT	43.00	\$ 1,796.54
3	12" C900 DR 18 PVC WATERMAIN	370	FT	\$ 80.73	\$ 29,870.10	11	FT	381.00	\$ 30,758.13
4	6" MJ GATE VALVE WITH BOX	2	EA	\$ 1,967.90	\$ 3,935.80	-1	EA	1.00	\$ 1,967.90
5	12" MJ GATE VALVE WITH BOX	1	EA	\$ 5,013.58	\$ 5,013.58		EA	1.00	\$ 5,013.58
6	12" X 6" MJ TEE	1	EA	\$ 1,335.02	\$ 1,335.02		EA	1.00	\$ 1,335.02
7	12" MJ PLUG	1	EA	\$ 336.38	\$ 336.38		EA	1.00	\$ 336.38
8	6" X 6" MJ TEE	1	EA	\$ 709.02	\$ 709.02	-1	EA	-	\$ -
9	6" MJ PLUG	1	EA	\$ 174.55	\$ 174.55	-1	EA	-	\$ -
10	7.0' BURY FIRE HYDRANT	1	EA	\$ 6,205.50	\$ 6,205.50		EA	1.00	\$ 6,205.50
11	TRACER WIRE ACCESS BOX (WATER)	2	EA	\$ 358.84	\$ 717.68	-1	EA	1.00	\$ 358.84
12	CONNECT TO EXISTING WATERMAIN	1	EA	\$ 1,159.75	\$ 1,159.75		EA	1.00	\$ 1,159.75
13	12" X 1" WATER SERVICE TAP	1	EA	\$ 470.51	\$ 470.51		EA	1.00	\$ 470.51
14	1" WATER SERVICE PIPING	47	FT	\$ 24.26	\$ 1,140.22	5	FT	52.00	\$ 1,261.52
15	1" WATER SERVICE CURB STOP	1	EA	\$ 430.04	\$ 430.04		EA	1.00	\$ 430.04
16	8" SDR 35 SANITARY SEWER PIPE	425	FT	\$ 71.12	\$ 30,226.00	-24.5	FT	400.50	\$ 28,483.56
17	TRACER WIRE ACCESS BOX (SEWER)	1	EA	\$ 360.82	\$ 360.82		EA	1.00	\$ 360.82
18	8" x 4" SDR 35 PVC SEWER WYE/TAP	1	EA	\$ 316.14	\$ 316.14		EA	1.00	\$ 316.14
19	4" SEWER CAPS/PLUGS	1	EA	\$ 191.54	\$ 191.54		EA	1.00	\$ 191.54
20	8" SDR 35 SEWER CAPS/PLUGS	2	EA	\$ 673.93	\$ 1,347.86		EA	2.00	\$ 1,347.86
21	CONNECT TO EXISTING SEWER MAIN	1	EA	\$ 2,159.75	\$ 2,159.75		EA	1.00	\$ 2,159.75
22	48" MANHOLE	1	EA	\$ 13,385.76	\$ 13,385.76		EA	1.00	\$ 13,385.76
23	4" SDR 35 PVC SANITARY SEWER SERVICE	33	FT	\$ 38.20	\$ 1,260.60	2	FT	35.00	\$ 1,337.00
24	SALVAGE AND REPLACE TOPSOIL	1	LS	\$ 1,500.00	\$ 1,500.00	-1	LS	-	\$ -
25	TRAFFIC CONTROL, MISCELLANEOUS	1	LS	\$ 2,612.50	\$ 2,612.50		LS	1.00	\$ 2,612.50
26	OVERSIZE ROCK FOR TRENCH STABILIZATION	100	TN	\$ 32.00	\$ 3,200.00	-100	TN	-	\$ -
Total for Bid Schedule A					\$ 144,730.32				\$ 136,288.64



October 8, 2024

TO: MAYOR & CITY COUNCIL

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

Howes Oil Company Inc.

On Road Diesel- #2	3300	3300	\$2.8335	\$9,350.55*
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4200	4200	\$2.5585	\$10,745.70*
Total:				\$20,096.25*

Vollan Oil

On Road Diesel- #2	3300	3300	\$2.863	\$9,447.90
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4200	4200	\$2.591	\$10,882.20
Total:				\$20,330.10

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

Sincerely,
 Kevin Roth
 Street & Sanitation Superintendent

cc: Howe's Oil Company
 Vollan Oil

PAY ESTIMATES FOR OCTOBER 21, 2024

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Rice Lake West	#2020-20 Mitchell Pump Station Above Ground	#17	\$ 1,383,477.57	\$ 10,839,144.67	\$ 11,679,195.02
H&W Contracting, LLC	#2021-3 West Side Water Tower-Schedule B	#2	\$ 108,503.59	\$ 563,098.09	\$ 563,098.09
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-31	\$ 10,646.90	\$ 577,469.07	\$ 767,500.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#21	\$ 44,458.22	\$ 1,288,328.86	\$ 1,908,860.00
McLaury Engineering, Inc.	#2022-26 3rd & Main Streetscape	#11	\$ 25,764.95	\$ 145,547.45	\$ 224,500.00
DuInInck Inc.	#2023-2 Lakeview Golf Course Improvements	#1	\$ 670,300.00	\$ 670,300.00	\$ 670,300.00
Brosz Engineering, Inc.	#2023-3 Jetty & Marina Bike Trail	#16	\$ 46,702.50	\$ 170,720.50	\$ 309,630.00
McLaury Engineering	#2023-21 2nd/4th & Main Street	#10	\$ 2,733.75	\$ 160,611.57	\$ 177,895.00
Siteworks, Inc.	#2024-24 Mattie Street Utility Extension	#2	\$ 7,177.36	\$ 129,474.21	\$ 136,288.64
	TOTALS		\$ 2,299,764.84	\$ 14,544,694.42	\$ 16,437,266.75

Prepared by Deb Hanson-Sudbeck

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1110 CITY COUNCIL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0112	101-41110-42300	LEGAL PUBLICA CEMETERY ADVERTISEMENT BIDS	203998	16.96
		I-35882B15-0115	101-41110-42300	LEGAL PUBLICA FROST NOTICE	203998	12.31
		I-35882B15-0117	101-41110-42300	LEGAL PUBLICA PLUM AVE ASSESSMENT	203998	17.33
		I-35882B15-0118	101-41110-42300	LEGAL PUBLICA WORK SESSION FOR CITY COUNCIL	203998	9.85
		I-35882B15-0120	101-41110-42300	LEGAL PUBLICA 10.07.24 MINUTES	203998	530.51
01-04015	CORN PALACE					
		I-MIT10042024	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	204003	14.75
		I-MIT10092024	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	204003	14.75
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	616.46

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1210 MAYOR'S OFFICE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09703	AMAZON CAPITAL SERVICES					
		I-1GXJ-RX9Q-336F	101-41210-42600	SUPPLIES & MA MAGNETIC WHITEBOARD, GLASS	203971	218.89
DEPARTMENT 1210 MAYOR'S OFFICE						TOTAL: 218.89

PACKET : 07087 07088 07089
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01742	JUSTIN JOHNSON					
		I-10032024	101-41410-42700	TRAVEL, CONF PARKING FEES REIMBURSED	204039	72.00
01-06739	THOMSON REUTERS - WEST					
		I-850895663	101-41410-42610	WEST GROUP LA SEPT 2024 ONLINE SUBSCRIPTION	204117	824.82
01-09447	BEST WESTERN PLUS RAMKO					
		I-680935	101-41410-42700	TRAVEL, CONF J JOHNSON-SDML CONF SF ROOM	203979	249.98
DEPARTMENT 1410 ATTORNEY'S OFFICE					TOTAL:	1,146.80

PACKET : 07087 07088 07089

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
01-01590	MCLEOD'S PRINTING					
		I-79041	101-41420-42600	SUPPLIES & MA LEGAL FOLDERS	204048	79.99
		I-79060	101-41420-42620	CHECKS, RCPTS ENVELOPES	204048	698.90
01-03678	INTERSTATE OFFICE PRODU					
		I-01EE1259	101-41420-42600	SUPPLIES & MA LIQUID HIGHLIGHTERS,TAPE,RIBBN	204036	74.44
01-09447	BEST WESTERN PLUS RAMKO					
		I-680872	101-41420-42700	TRAVEL BATHKE-SDML CONF SF ROOM	203979	124.99
		I-680889	101-41420-42700	TRAVEL C ROTH-SDML CONF SF ROOM	203979	124.99
			DEPARTMENT 1420	FINANCE	TOTAL:	1,103.31

PACKET : 07087 07088 07089
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1440 HUMAN RESOURCES
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00113842-00	101-41440-42231	EMPLOYEE PHYS DRUG SCREENINGS, PHYSICALS	203973	781.00
01-08711	ONE SOURCE THE BACKGROU					
		I-2022164143	101-41440-42210	PROFESSIONAL BACKGROUND CHECK	204080	159.00
01-08900	THOMAS L PRICE INC					
		I-10032024	101-41440-42231	EMPLOYEE PHYS PSYCHOLOGICAL SCREENING	204116	350.00
01-09650	CONNECTIONS INC EAP					
		I-09302024	101-41440-42230	EMPLOYEE ASSI 2024 4TH QUARTER PAYMENT	204000	2,259.90
DEPARTMENT 1440 HUMAN RESOURCES					TOTAL:	3,549.90

PACKET : 07087 07088 07089
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
=====						
01-01830	NORTHWESTERN ENERGY					
	I-2587293-8.09.24	101-41920-42811	UTILITIES-CIT 612 N MAIN ST		204073	2,140.69
01-03738	MID STATES AUDIO INC					
	I-33623	101-41920-43410	REPAIRS-CITY COUNCIL CHAMBER MICROPHONE RPR	204052		414.06
01-08281	VESTIS					
	I-6380219224	101-41920-42520	REPAIR-CITY H MAT CLEANING	204128		66.84
	I-6380229743	101-41920-42520	REPAIR-CITY H MAT CLEANING	204128		66.84
DEPARTMENT 1920 MUNICIPAL BUILDINGS						TOTAL: 2,688.43

PACKET : 07087 07088 07089

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-2279-7663	101-41935-42615	POSTAGE POSTAGE 09.16-30.2024	204090	270.04
		I-607585	101-41935-42615	POSTAGE FLATS POSTAGE 09.16-30.2024	204090	10.68
01-05195	A & B BUSINESS SOLUTION					
		I-IN1192437	101-41935-42250	MANAGED PRINT CT9857-01 PAYMENT	203968	4,675.64
01-09004	DAKTECH INC					
		I-INV0347787	101-41935-42645	COMPUTER HARD SYSTEM BOARD,PROCESSOR	204008	1,538.00
01-09703	AMAZON CAPITAL SERVICES					
		I-17DY-1LDR-L9DK	101-41935-42600	SUPPLIES POWER ADAPTOR	203971	37.50
		I-1MGR-94RM-MC6M	101-41935-42600	SUPPLIES OUTDOOR PoE INJECTOR	203971	237.28
01-09769	N-ABLE TECHNOLOGIES LTD					
		I-3939724	101-41935-42920	COMPUTER SOFT SEPT 2024 DATA BACKUP & RECOVR	204069	171.90
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						6,941.04

PACKET : 07087 07088 07089

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
=====						
01-00809	GALLS LLC					
		I-029193706	101-42110-42640	UNIFORM ALLOW WOMENS UNDERVESTS	204023	105.90
01-01020	CENTRAL ELECTRIC COOPER					
		I-14579002.10.24	101-42110-42800	TELEPHONE 25647 412TH AVE	203992	87.77
01-01050	IVERSON					
		I-STD-0007007	101-42110-42902	ALCOHOL TASK VEHICLE RENTAL	204037	69.95
01-01830	NORTHWESTERN ENERGY					
		I-2949839-1.10.24	101-42110-42810	UTILITIES 122 S ROWLEY ST	204073	57.56
01-02413	PIONEER DESIGNS					
		I-31907	101-42110-42200	PROFESSIONAL REMOVE OLD GRAPHICS	204087	445.00
01-02684	STREICHER'S - MINNEAPOL					
		I-I1721467	101-42110-42600	SUPPLIES HOLSTERS	204111	541.99
		I-I1721619	101-42110-42640	UNIFORM ALLOW VESTS	204111	920.68
		I-I1721971	101-42110-42640	UNIFORM ALLOW CLOTH NAME TAG	204111	11.99
		I-I1721972	101-42110-42640	UNIFORM ALLOW CLOTH NAME TAGS	204111	275.77
01-02790	SUN GOLD SPORTS LLC					
		I-29247	101-42110-42640	UNIFORM ALLOW INTERN SHIRT, LOGOD	204114	10.00
01-02811	JONES SUPPLIES					
		I-148871	101-42110-42600	SUPPLIES BLACK LINERS,T-PAPER,ROLL TOWE	204040	177.94
01-02977	CITY OF MITCHELL					
		I-10112024	101-42110-42902	ALCOHOL TASK PETTY CASH ALCOHOL COMPLIANCE	203996	1,000.00
01-03307	MEGA WASH					
		I-59314	101-42110-42200	PROFESSIONAL CAR WASHES	204049	36.00
01-08252	CORPORATE TRANSLATION S					
		I-282318	101-42110-42200	PROFESSIONAL TRANSLATION SERVICES	204041	48.32
01-08281	VESTIS					
		I-6380230665	101-42110-42200	PROFESSIONAL MAT CLEANING	204128	64.77
01-08540	DAKOTA DATA SHRED					
		I-4260829	101-42110-42200	PROFESSIONAL DOCUMENT SHREDDING	204005	357.74
01-08849	PDG CREATIVE					
		I-13569	101-42110-42905	CRIME PREVENT 2024 HUNTING CARDS	204084	421.01
01-09253	CREEKSIDE VETERINARY CL					
		I-160953	101-42110-42670	SERVICE DOG S K9 DOG MEDS	204004	47.40
01-09509	INNOVATIVE OFFICE SOLUT					

PACKET : 07087 07088 07089

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
=====						
01-09509	INNOVATIVE OFFICE SOLUT	continued				
	I-IN4656400		101-42110-42600	SUPPLIES PAPER, LABELS	204035	61.38
01-10407	GUARDIAN ALLIANCE TECHN					
	I-25593		101-42110-42200	PROFESSIONAL BACKGROUND SCREENING	204026	200.00
DEPARTMENT 2110 POLICE DEPARTMENT						TOTAL: 4,941.17

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2130 TRAFFIC DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00532	A-OX WELDING SUPPLY CO					
		I-0001397576	101-42130-42500	REPAIRS COTTON SHOP COATS	203969	35.25
01-01020	CENTRAL ELECTRIC COOPER					
		I-12553001.10.24	101-42130-42835	UTILITIES-STR CARL RD	203992	276.00
		I-14579001.10.24	101-42130-42835	UTILITIES-STR 25040 SD HWY 37	203992	79.00
01-01450	MUTH ELECTRIC INC					
		I-281494	101-42130-42530	TRAFFIC LIGHT TRAFFIC BULBS	204068	199.76
		I-673782	101-42130-42570	REPAIRS-TRAFF 1ST & MAIN POLE REPLACED-HIT	204068	12,494.37
01-01490	MUELLER LUMBER CO. INC.					
		I-298354	101-42130-42540	SIGNS MACHINE BOLT	204067	39.94
01-01518	VERIZON WIRELESS					
		I-9975031270	101-42130-42820	TELEPHONE ACCT #886931646-00001	204125	135.45
01-01830	NORTHWESTERN ENERGY					
		I-2573393-2.10.24	101-42130-42810	UTILITIES-TRA E 1ST AND GAMBLE ST	204073	22.12
		I-2573626-5.10.24	101-42130-42810	UTILITIES-TRA 1030 E 1ST AVE	204073	13.72
		I-2580169-7.10.24	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	204073	26.58
		I-2581243-9.09.24	101-42130-42835	UTILITIES-STR STREET LIGHTS	204073	20,811.67
		I-2586693-0.09.24	101-42130-42835	UTILITIES-STR 112 W 2ND AVE	204073	27.94
		I-2586929-8.09.24	101-42130-42835	UTILITIES-STR 111 W 5TH AVE	204073	18.42
		I-2586966-0.09.24	101-42130-42835	UTILITIES-STR 111 W 7TH AVE	204073	100.29
		I-2778164-0.10.24	101-42130-42810	UTILITIES-TRA 1ST AND SANBORN ST	204073	108.90
		I-2781011-8.10.24	101-42130-42520	EMERGENCY SIR 1001 E BIRCH AVE PWSP SIREN	204073	26.58
		I-2793476-9.10.24	101-42130-42810	UTILITIES-TRA 1ST AND BURR ST SIGNAL LIGHTS	204073	61.17
		I-2942176-5.10.24	101-42130-42810	UTILITIES-TRA 809 E 1ST AVE	204073	13.55
		I-2955717-0.09.24	101-42130-42835	UTILITIES-STR 500 N MAIN LOT PARKING	204073	186.58
		I-3480194-4.09.24	101-42130-42810	UTILITIES-TRA 111 W 7TH PWSP SIGNAL	204073	145.94
		I-3480195-1.09.24	101-42130-42810	UTILITIES-TRA 112 W 2ND PWSP SIGNAL	204073	110.46
		I-3480197-7.09.24	101-42130-42810	UTILITIES-TRA 111 W 5TH PWSP SIGNAL	204073	133.39
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-7105-9	101-42130-42545	PAINT PAINT	204105	265.70
01-09118	MOBOTREX					
		I-277373	101-42130-42530	TRAFFIC LIGHT GREEN TINT LIGHTS	204066	472.00

DEPARTMENT 2130 TRAFFIC DEPARTMENT TOTAL: 35,804.78

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2200 FIRE DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1933900	101-42200-42600	SUPPLIES LED STAND LIGHT,BATTERY,STRAP	204096	482.47
01-01117	FLEETPRIDE					
		I-120277859	101-42200-42500	REPAIR & MAIN DISC BRAKES,ROTOR	204022	704.85
		I-120353454	101-42200-42500	REPAIR & MAIN BRAKE PAD SET	204022	156.69
01-01199	STURDEVANTS AUTO VALUE					
		I-815040504	101-42200-42500	REPAIR & MAIN GL COMMAND RED	204112	14.99
01-01964	DAKOTA SUPPLY GROUP					
		I-S104126206.001	101-42200-42500	REPAIR & MAIN ELBOW,ACCT 704	204007	31.95
01-02679	MENARD'S INC					
		C-76939	101-42200-42600	SUPPLIES RETURNED LANDSCAPE SPIKES	204050	4.99-
		I-76878	101-42200-42600	SUPPLIES FLOOD LT MED	204050	139.96
		I-76890	101-42200-42600	SUPPLIES TAPE,LANDSCAPE SPIKES	204050	32.39
01-02811	JONES SUPPLIES					
		I-148878	101-42200-42600	SUPPLIES T-PAPER,ROLL TOWELS	204040	147.88
01-05276	M & T FIRE AND SAFETY I					
		I-12520	101-42200-42200	PROFESSIONAL PUMP TESTING	204044	3,266.87
		I-12626	101-42200-42600	SUPPLIES O2 SENSOR	204044	320.00
01-08176	LUKE RUMI					
		I-10112024	101-42200-42640	UNIFORMS FLASHLIGHT REIMBURSED	204095	95.00
01-08842	UL LLC					
		I-72020586740	101-42200-42200	PROFESSIONAL LADDER TESTING	204121	5,757.50
01-09493	MCKENZY YOUNG					
		I-10082024	101-42200-42640	UNIFORMS REMAINING BOOTS REIMBURSED	204130	50.47
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4656400	101-42200-42600	SUPPLIES PAPER,LABELS	204035	61.38
01-10347	ABIGAIL SQUIER					
		I-10022024	101-42200-42700	TRAVEL, CONF SQUIER SDFA CONF MEALS,MILEAGE	204109	143.68

DEPARTMENT 2200 FIRE DEPARTMENT

TOTAL:

11,401.09

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3100 STREET DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1911711	101-43100-42600	SUPPLIES SPRAYER TRIGGER	204096	23.98
01-01830	NORTHWESTERN ENERGY					
		I-2576521-5.10.24	101-43100-42800	UTILITIES 1405 W 8TH AVE	204073	869.82
01-03884	COMMERCIAL ASPHALT					
		I-0021765-IN	101-43100-42620	ASPHALT MIX HOT MIX	203999	1,841.70
01-09594	TRAVIS HOHRMAN					
		I-10022024	101-43100-42600	SUPPLIES CDL RENEW REIMBURSED	204032	33.00
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	2,768.50

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3110 PUBLIC WORKS ADMIN

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-3794/1	101-43110-42600	SUPPLIES LANDSCAPE PINS	204019	4.99
		I-3795/1	101-43110-42600	SUPPLIES DUCT TAPE	204019	9.99
01-01518	VERIZON WIRELESS					
		I-9975031270	101-43110-42800	UTILITIES ACCT #886931646-00001	204125	80.02
01-02615	SD MUNICIPAL LEAGUE					
		I-200001381	101-43110-42700	TRAVEL CONF D DAMMANN-SDML CONFERENCE	204103	100.00
01-03114	SUBWAY					
		I-2/A-660059	101-43110-42750	PLANNING COMM 10.15.24 PLANNING COMM MEALS	204113	44.95
01-03678	INTERSTATE OFFICE PRODU					
		I-01EE2682	101-43110-42600	SUPPLIES PACKAGING TAPE,LABELS	204036	23.78
01-06750	ATV HOLDINGS, LLC dba M					
		I-11063837	101-43110-42916	NUISANCE ABAT ACCT #00019259-0	204065	5.31
01-09004	DAKTECH INC					
		I-INV0347787	101-43110-42694	COMPUTER HARD SYSTEM BOARD,PROCESSOR	204008	769.00
01-09447	BEST WESTERN PLUS RAMKO					
		I-680891	101-43110-42700	TRAVEL CONF D SCHROEDER-SDML CONF ROOM	203979	124.99
01-09869	MCLAURY ENGINEERING INC					
		I-2023-21 P.E. #10	101-43110-42200	PROFESSIONAL 2023-21 P.E. #10	204047	2,733.75
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	3,896.78

PACKET : 07087 07088 07089

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
01-08014	VERN EIDE	CHEVROLET GMC				
		I-5728	101-43120-43300	STREET OVERLA TOWING	204126	100.00
		I-5729	101-43120-43300	STREET OVERLA TOWING	204126	100.00
		I-5730	101-43120-43300	STREET OVERLA TOWING	204126	50.00
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #11	101-43120-43300	STREET OVERLA 2022-26 P.E. #11	204047	11,336.58
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						11,586.58

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3150 STORM DRAINAGE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #11	101-43150-43307	3RD & MAIN 2022-26 P.E. #11	204047	7,214.19
DEPARTMENT 3150 STORM DRAINAGE						TOTAL: 7,214.19

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3700 CEMETERY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00671	VAN DIEST SUPPLY CO					
		I-175944	101-43700-42602	CHEMICALS HERBICIDE	204124	478.00
01-00712	NAPA CENTRAL					
		I-806073	101-43700-42600	SUPPLIES & MA OIL FILTER	204070	46.08
01-01518	VERIZON WIRELESS					
		I-9975031270	101-43700-42800	UTILITIES ACCT #886931646-00001	204125	73.29
01-01964	DAKOTA SUPPLY GROUP					
		I-S104065501.001	101-43700-42600	SUPPLIES & MA OUTDOOR CABLE TIES	204007	66.70
01-08281	VESTIS					
		I-6380228404	101-43700-42600	SUPPLIES & MA MAT CLEANING	204128	29.04
				DEPARTMENT 3700 CEMETERY	TOTAL:	693.11

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 4120 ANIMAL CONTROL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02017	DAVISON RURAL WATER SYS					
		I-4837.10.24	101-44120-42800	UTILITIES-POU SEPT 2024 WATER USAGE	204010	66.90
01-09865	MITCHELL ANIMAL RESCUE					
		I-10012024	101-44120-42900	IMPOUNDING DO OCT 2024 MANAGEMENT FEE	204058	350.00
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	416.90

PACKET : 07087 07088 07089

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
01-00891	EBSCO					
		I-2501257	101-45500-42692	PERIODICALS NEWSPAPER SUBSCRIPTION	204018	96.30
01-01015	INGRAM LIBRARY SERVICES					
		I-83830801	101-45500-43420	BOOKS BOOKS	204034	59.03
		I-83851220	101-45500-43420	BOOKS BOOKS	204034	57.59
		I-83899486	101-45500-43420	BOOKS BOOKS	204034	194.33
		I-83920923	101-45500-43420	BOOKS BOOKS	204034	261.10
		I-83949769	101-45500-43420	BOOKS BOOKS	204034	26.40
		I-83963466	101-45500-43420	BOOKS BOOKS	204034	45.00
		I-83974822	101-45500-43420	BOOKS BOOKS	204034	130.46
		I-83988121	101-45500-43420	BOOKS BOOKS	204034	109.18
		I-84012529	101-45500-43420	BOOKS BOOKS	204034	200.98
		I-84043426	101-45500-43420	BOOKS BOOKS	204034	26.99
01-01785	MACKIN EDUCATIONAL RESO					
		I-891959	101-45500-42600	SUPPLIES & MA SPINE LABELS	204045	87.15
01-01810	CENGAGE LEARNING INC/GA					
		I-85613625	101-45500-43420	BOOKS LARGE PRINT BOOKS	203990	112.76
		I-85631195	101-45500-43420	BOOKS LARGE PRINT BOOK	203990	27.19
		I-85705538	101-45500-43420	BOOKS LARGE PRINT BOOKS	203990	47.99
		I-85749168	101-45500-43420	BOOKS LARGE PRINT BOOK	203990	25.60
		I-85756029	101-45500-43420	BOOKS LARGE PRINT BOOK	203990	27.19
01-02880	THUNE TRUE VALUE & APPL					
		I-A579341	101-45500-42600	SUPPLIES & MA NUTS,BOLTS	204118	1.04
		I-A580006	101-45500-42600	SUPPLIES & MA CONNECTORS	204118	24.47
01-06026	CENTER POINT LARGE PRIN					
		I-2121506	101-45500-43420	BOOKS LARGE PRINT BOOKS	203991	97.08
01-06583	BAKER & TAYLOR					
		I-2038579268	101-45500-43420	BOOKS CHILDREN'S BOOKS	203976	72.81
01-08223	OVERDRIVE INC					
		I-02495DA24294084	101-45500-42693	E-BOOKS/AUDIO EBOOK	204081	22.44
01-09703	AMAZON CAPITAL SERVICES					
		I-1LNL-FKCD-FL3G	101-45500-43420	BOOKS BOOKS	203971	53.34
01-09852	JEAN PATRICK					
		I-10072024	101-45500-42700	TRAVEL, CONF SD LIBRARY ASSOC MEALS,ROOM,ML	204083	520.06
DEPARTMENT 5500 LIBRARY					TOTAL:	2,326.48

PACKET : 07087 07088 07089
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 6500 ECONOMIC DEVELOPMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01400	MITCHELL AREA DEVELOPME	I-10022024	101-46500-42900	MITCHELL AREA 2024 4TH QUARTER ALLOCATION	204059	41,750.00
01-02386	MITCHELL MAIN STREET AN	I-10022024	101-46500-42918	MITCHELL MAIN 2024 4TH QUARTER ALLOCATION	204063	10,000.00
01-07652	DAKOTA HEARTLAND DEVELO	I-10022024	101-46500-42911	REGIONAL ECON 2024 4TH QUARTER ALLOCATION	204006	6,250.00
DEPARTMENT 6500 ECONOMIC DEVELOPMENT					TOTAL:	58,000.00

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 7000 GENERAL LONG TERM LIAB

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09821	US BANK					
		I-7478107	101-47000-23713	2012 COMM PRO REVENUE REFUNDING BONDS 2019A	204122	550.00
DEPARTMENT 7000 GENERAL LONG TERM LIAB TOTAL:						550.00

FUND 101 GENERAL TOTAL:						155,864.41

PACKET : 07087 07088 07089

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
=====						
01-02679	MENARD'S INC					
		I-76084	201-45110-42550	REPAIR & MAIN UTILITY KNIFE,WASHERS	204050	18.54
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-GENERAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-1KDQ-W3DL-6WDL	201-45110-42550	REPAIR & MAIN VALVE REMOVAL REPLACEMENT	203971	293.33
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-GENERAL		
DEPARTMENT 5110 RECREATION & AQUATICS					TOTAL:	311.87

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5140 RECREATION CENTER

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-7663	201-45140-42600	SUPPLIES & MA POSTAGE 09.16-30.2024	204090	0.73
01-00539	KEVIN DEVRIES					
		I-10072024	201-45140-42600	SUPPLIES & MA SHIPPING COSTS REIMBURSED	204014	20.39
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-00621	MC&R POOLS INC					
		I-1241770-INA	201-45140-42600	SUPPLIES & MA INTELLIFLO IMPELLER ASSY	204046	164.71
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PLUMBING		
		I-1241835-INA	201-45140-42600	SUPPLIES & MA SEAL PLATE INTELLIFLO	204046	150.90
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PLUMBING		
01-00940	HARVE'S SPORT SHOP					
		I-0002520	201-45140-42600	SUPPLIES & MA BASKETBALL NETS	204028	13.90
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-01410	MITCHELL SCHOOL DISTRIC					
		I-2583796-4.09.24	201-45140-42800	UTILITIES 1301 N KIMBALL ST-CITY SHARE	204064	2,219.60
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-01497	GRAINGER					
		I-9251489150	201-45140-42600	SUPPLIES & MA SILVER ROPE HOOK	204025	39.26
	PROJ: J02-SM-GENER	INDOOR AQUATIC CTR		SUPPLIES/ATERIAL-GENERAL		
01-01830	NORTHWESTERN ENERGY					
		I-2580493-1.09.24	201-45140-42800	UTILITIES 1300 N MAIN	204073	4,022.84
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-02217	MIDWEST PIPE LINING					
		I-3235	201-45140-42500	REPAIR & MAIN REHABILITATE CAST IRON SWR LIN	204056	51,285.81
01-02560	PEPSI COLA COMPANY					
		I-97805029	201-45140-42601	CONCESSION SU GATORADES,WATER,POP BIBS	204085	274.63
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-02567	S & M PRINTING INC					
		I-83211	201-45140-42600	SUPPLIES & MA FLYERS	204098	55.10
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-02880	THUNE TRUE VALUE & APPL					
		I-B296248	201-45140-42600	SUPPLIES & MA MURIATIC REPL ACID	204118	19.49
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-04950	MIDCONTINENT COMMUNICAT					
		I-BIL-544420	201-45140-42300	PUBLISHING ADVERTISING	204054	464.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-544421	201-45140-42300	PUBLISHING ADVERTISING	204054	1,405.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5140 RECREATION CENTER

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04950	MIDCONTINENT COMMUNICAT	continued				
		I-BIL-544645	201-45140-42300	PUBLISHING ADVERTISING	204054	117.50
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-545032	201-45140-42300	PUBLISHING ADVERTISING	204054	236.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-545033	201-45140-42300	PUBLISHING ADVERTISING	204054	262.50
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-545034	201-45140-42300	PUBLISHING ADVERTISING	204054	20.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
01-06750	ATV HOLDINGS, LLC dba M					
		I-11062924	201-45140-42800	UTILITIES ACCT #00037690-1	204065	111.80
	PROJ: J09-TV	REC CTR UTILITIES		UTILITIES-TV		
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12409108663	201-45140-42300	PUBLISHING ADVERTISING	204099	559.00
	PROJ: J08-KMIT	REC CTR PUBLISHING		PUBLISHING-KMIT		
01-09143	ICAN INC					
		I-119828	201-45140-42300	PUBLISHING ADVERTISING	204033	750.00
	PROJ: J08-ICAN	REC CTR PUBLISHING		PUBLISHING-ICAN		
01-09633	STAPLES					
		I-6012885515	201-45140-42600	SUPPLIES & MA GLADE REFILLS	204110	41.18
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-1JP1-9LT7-CLM7	201-45140-42601	CONCESSION SU CANDY,GUMBALLS	203971	192.43
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
		I-1PRH-P3MM-HQR4	201-45140-42601	CONCESSION SU COOKIES,NUTELLA STICKS	203971	95.84
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-09913	AVERA QUEEN OF PEACE NU					
		I-09302024	201-45140-42600	SUPPLIES & MA ONE INITIAL ASSMNT,SIX FOLLOW	203974	312.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
DEPARTMENT 5140 RECREATION CENTER						TOTAL: 62,834.61

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-09302024	201-45160-42600	SUPPLIES & MA SERVICE CHARGE	204019	1.00
	PROJ: H13-42600	ARENA-SOUTH RINK		SUPPLIES-MAINTENANCE		
01-00436	CHS FARMERS ALLIANCE					
		I-IG2052	201-45160-42610	GAS & FUEL PROPANE BOTTLE FILL	203995	52.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IG2097	201-45160-42610	GAS & FUEL PROPANE BOTTLE FILL	203995	26.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IG2156	201-45160-42610	GAS & FUEL PROPANE BOTTLE FILL	203995	26.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IZ5992	201-45160-42600	SUPPLIES & MA GREASE	203995	41.50
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-00940	HARVE'S SPORT SHOP					
		I-0002496	201-45160-42600	SUPPLIES & MA MAGNETIC BASES,PITCHING RUBBER	204028	4,712.00
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-0002515	201-45160-42600	SUPPLIES & MA SET JACK BASES	204028	369.99
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815043597	201-45160-42500	REPAIR & MAIN OIL FILTERS	204112	7.16
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-815044421	201-45160-42600	SUPPLIES & MA OIL FARM	204112	11.87
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-01355	MIDWEST TURF & IRRIGATI					
		I-3941651-00	201-45160-43400	CAPITAL EQUIP GROUNDMASTER,USED GRNDMSTR	204057	86,191.00
	PROJ: H01-43400	SPORTS COMPLEX EQUIPMENT		CAPITAL EQUIPMENT		
01-01404	MITCHELL IRON & SUPPLY					
		I-83778	201-45160-42500	REPAIR & MAIN O-RING,WASHER	204062	8.00
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01518	VERIZON WIRELESS					
		I-9975031270	201-45160-42800	UTILITIES ACCT #886931646-00001	204125	47.72
01-01830	NORTHWESTERN ENERGY					
		I-2579265-6.09.24	201-45160-42800	UTILITIES 1101 N EDMUNDS PWSP M SHLTR	204073	50.48
	PROJ: H10-42800	MUNROE PARK		UTILITIES		
		I-2585121-3.09.24	201-45160-42800	UTILITIES 313 N HARMON DR	204073	624.60
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2586408-3.09.24	201-45160-42800	UTILITIES TOURNEY HDQT	204073	84.26
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2586410-9.09.24	201-45160-42800	UTILITIES 1301 N MINNESOTA LIFT	204073	38.75
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2718054-6.09.24	201-45160-42800	UTILITIES 5825 TOWER RD	204073	473.74
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2787244-9.09.24	201-45160-42800	UTILITIES D E CONCESSION	204073	102.86
	PROJ: H04-42800	BASEBALL		UTILITIES		

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5160 SPORTS COMPLEXES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-2787247-2.09.24	201-45160-42800	UTILITIES WEST ELEC D E	204073	64.89
PROJ: H04-42800	BASEBALL			UTILITIES		
		I-2787248-0.09.24	201-45160-42800	UTILITIES WEST ELEC F G	204073	138.00
PROJ: H05-42800	SOFTBALL			UTILITIES		
		I-2787249-8.09.24	201-45160-42800	UTILITIES H I J K SHOP	204073	244.67
PROJ: H05-42800	SOFTBALL			UTILITIES		
		I-2787283-7.09.24	201-45160-42800	UTILITIES SOCCER FIELD	204073	94.27
PROJ: H03-42800	OLD SOCCER FIELDS			UTILITIES		
		I-2787285-2.09.24	201-45160-42800	UTILITIES CADWELL PARK CONCESSION	204073	98.36
PROJ: H02-42800	CADWELL STADIUM			UTILITIES		
		I-2825237-7.09.24	201-45160-42800	UTILITIES 1301 N MINNESOTA	204073	278.76
PROJ: H02-42800	CADWELL STADIUM			UTILITIES		
		I-2920373-4.09.24	201-45160-42800	UTILITIES STAD SCOREBOARD 23	204073	204.50
PROJ: H02-42800	CADWELL STADIUM			UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S103919383.003	201-45160-42600	SUPPLIES & MA DELTA AERATOR,ACCT 704	204007	16.74
PROJ: H05-42600	SOFTBALL			SUPPLIES/MATERIALS		
		I-S104132266.001	201-45160-42500	REPAIR & MAIN THERMOSTAT,ACCT 704	204007	65.60
PROJ: H13-42500	ARENA-SOUTH RINK			REPAIR-MAINTENANCE		
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-2331-0	201-45160-42600	SUPPLIES & MA PAINT,PAIL LINER,TRAYS,BRUSHES	204105	204.33
PROJ: H10-42600	MUNROE PARK			SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-76002	201-45160-42600	SUPPLIES & MA STRAIN RELIEF,CONNECTORS	204050	40.27
PROJ: H04-42600	BASEBALL			SUPPLIES/MATERIALS		
01-02804	TMA STORES					
		C-103055	201-45160-42500	REPAIR & MAIN CREDIT FOR REISSUED BILL	204120	18.71-
PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT			REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-148880	201-45160-42600	SUPPLIES & MA BLACK LINERS	204040	146.07
PROJ: H06-42600	ARENA-NORTH RINK			SUPPLIES-MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A579349	201-45160-42600	SUPPLIES & MA BATTERIES	204118	30.48
PROJ: H13-42600	ARENA-SOUTH RINK			SUPPLIES-MAINTENANCE		
		I-A579588	201-45160-42600	SUPPLIES & MA BATTERY	204118	19.49
PROJ: H06-42600	ARENA-NORTH RINK			SUPPLIES-MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-12967633	201-45160-42500	REPAIR & MAIN O-RING	203985	9.52
PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT			REPAIR/MAINTENANCE		
01-08298	DETCO					

PACKET : 07087 07088 07089

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
=====						
01-08298	DETCO		continued			
		I-073250	201-45160-42600	SUPPLIES & MA AMAZING RTU,ODOR ENDS	204013	2,072.21
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
01-09896	T.H. CUSTOM MFG					
		I-3139	201-45160-42600	SUPPLIES & MA TWO YARD CONTAINERS	204115	2,040.00
	PROJ: H05-42600		SOFTBALL	SUPPLIES/MATERIALS		
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	98,618.38

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-7663	201-45210-42600	SUPPLIES & MA POSTAGE 09.16-30.2024	204090	0.73
01-00424	RUNNINGS SUPPLY INC					
		I-1911745	201-45210-42600	SUPPLIES & MA SAW FOLDING,SCRAPER,CHISEL	204096	87.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00532	A-OX WELDING SUPPLY CO					
		I-0000313164	201-45210-42600	SUPPLIES & MA CO2 CYLINDER FILLS	203969	102.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-0001398436	201-45210-42600	SUPPLIES & MA SERVICE CHARGE	203969	12.50
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01518	VERIZON WIRELESS					
		I-9975031270	201-45210-42800	UTILITIES ACCT #886931646-00001	204125	42.72
01-01787	NORTH CENTRAL SEED CO					
		I-25546	201-45210-42600	SUPPLIES & MA LAWN MIX	204071	375.00
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2573053-2.10.24	201-45210-42800	UTILITIES 421 S FOSTER ST SHOP	204073	281.18
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2573054-0.10.24	201-45210-42800	UTILITIES 401 S FOSTER TNCT	204073	325.26
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573055-7.10.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE SW PWSP SHLTR	204073	31.03
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573056-5.10.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE PWSP CONC 5	204073	7.53
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573203-3.10.24	201-45210-42800	UTILITIES 1001 E HANSON AVE UNIT 91013	204073	28.12
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2580826-2.09.24	201-45210-42800	UTILITIES 800 E 11TH AVE	204073	7.84
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-2581610-9.09.24	201-45210-42800	UTILITIES PUBLIC BEACH	204073	71.99
	PROJ: H74-42800	PUBLIC BEACH		UTILITIES		
		I-2581644-8.10.24	201-45210-42800	UTILITIES KIWANIS WOODLOT	204073	41.88
	PROJ: H71-42800	KIWANIS WOODLOT		UTILITIES		
		I-2581648-9.09.24	201-45210-42800	UTILITIES ACCESS LOT LITE	204073	10.08
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2581649-7.09.24	201-45210-42800	UTILITIES DAY CAMP	204073	76.41
	PROJ: H67-42800	DAY CAMP		UTILITIES		
		I-2583204-9.09.24	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK JENNEWEL	204073	15.83
	PROJ: H58-42800	JENNEWEL PARK		UTILITIES		
		I-2584325-1.09.24	201-45210-42800	UTILITIES 1300 S ROWLEY ST PARK PIONEER	204073	21.26
	PROJ: H61-42800	PIONEER PARK		UTILITIES		
		I-2584526-4.09.24	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	204073	16.97
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-2707036-6.10.24	201-45210-42800	UTILITIES W TENNIS COURT 11	204073	183.14
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-2787841-2.10.24	201-45210-42800	UTILITIES 421 S FOSTER SHOP	204073	71.64
PROJ: H56-42800	HITCHCOCK PARK			UTILITIES		
		I-2787842-0.10.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE LT SB	204073	12.00
PROJ: H56-42800	HITCHCOCK PARK			UTILITIES		
		I-2810876-9.10.24	201-45210-42800	UTILITIES 1001 E HANSON AVE PWSP P SHLTR	204073	55.43
PROJ: H56-42800	HITCHCOCK PARK			UTILITIES		
		I-2973566-9.09.24	201-45210-42800	UTILITIES 621 N MAIN ST	204073	15.25
PROJ: H62-42800	ROTARY PARK			UTILITIES		
		I-3045799-8.09.24	201-45210-42800	UTILITIES 311 1/2 N HARMON	204073	95.61
PROJ: H66-42800	CAMP ARROYA			UTILITIES		
		I-3328555-2.09.24	201-45210-42800	UTILITIES 425 S BURR	204073	60.24
PROJ: H55-42800	DRY RUN CREEK PARK			UTILITIES		
		I-3449572-1.09.24	201-45210-42850	UTILITIES-VET 101 N MAIN ST	204073	61.01
PROJ: H63-42850	VETERANS PARK			UTILITIES/VETERANS PARK		
		I-3600484-4.09.24	201-45210-42800	UTILITIES 745 N HARMON DR RSTA	204073	22.97
PROJ: H76-42800	SANDY BEACH			UTILITIES		
		I-3975323-1.10.24	201-45210-42800	UTILITIES 502 S LAWLER ST	204073	64.89
PROJ: H55-42800	DRY RUN CREEK PARK			UTILITIES		
01-02679	MENARD'S INC					
		I-76410	201-45210-42600	SUPPLIES & MA PUTTY KNIVES, DRIVER SETS, SCRPR	204050	32.77
PROJ: H87-42600	PATTON YOUNG			SUPPLIES-MAINTENANCE		
		I-76477	201-45210-42600	SUPPLIES & MA ROTOR TOOL	204050	38.40
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
		I-76769	201-45210-42600	SUPPLIES & MA INSERT TEE, REDUCING TEE	204050	3.65
PROJ: H87-42600	PATTON YOUNG			SUPPLIES-MAINTENANCE		
		I-76899	201-45210-42600	SUPPLIES & MA ELBOW, MULTIFLEX RISER, HINGES	204050	24.76
PROJ: H87-42600	PATTON YOUNG			SUPPLIES-MAINTENANCE		
01-03514	TITAN MACHINERY-APPLICA					
		I-PS0477679-1	201-45210-42602	CHEMICALS FOAM ENDURON	204119	52.59
		I-PS0477679-2	201-45210-42602	CHEMICALS FOAM FOR SPRAYERS	204119	105.18
01-08130	C & B OPERATIONS LLC					
		I-12967226	201-45210-42500	REPAIR & MAIN O-RING, SHAFT, SNAP RING, OIL LIN	203985	652.55
PROJ: H50-42500	PARKS EQUIPMENT			REPAIR/MAINTENANCE		
01-08298	DETCO					
		I-073045	201-45210-42600	SUPPLIES & MA BUST LOOSE AEROSAL	204013	817.01
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
01-10154	SCHOENFELDER PORTABLES					
		I-4034	201-45210-42600	SUPPLIES & MA TOILET RENTALS	204101	360.00
PROJ: H55-42600	DRY RUN CREEK PARK			SUPPLIES/MATERIALS		
DEPARTMENT 5210 PARKS					TOTAL:	4,286.36

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5220 SUPERVISION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS					
		I-9975031270	201-45220-42800	UTILITIES ACCT #886931646-00001	204125	47.72
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30896-4221	201-45220-42100	INSURANCE ADDITIONAL COVERAGE PRESS BOX	204104	189.67
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4658011	201-45220-42600	SUPPLIES & MA ORGANIZER	204035	56.61
		I-IN4662016	201-45220-42700	TRAVEL, CONF. GEL PENS	204035	16.23
			DEPARTMENT 5220	SUPERVISION	TOTAL:	310.23
			FUND	201 PARK FUND	TOTAL:	166,361.45

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 202 CORN PALACE FUND

DEPARTMENT: 5650 CORN PALACE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-7663	202-45650-42660	SHIPPING/POST POSTAGE 09.16-30.2024	204090	2.19
01-00532	A-OX WELDING SUPPLY CO					
		I-0000313192	202-45650-42600	SUPPLIES & MA CO2 CYLINDER FILL	203969	19.95
01-01490	MUELLER LUMBER CO. INC.					
		I-298256	202-45650-42600	SUPPLIES & MA PLYWOOD BLADES	204067	216.61
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-01590	MCLEOD'S PRINTING					
		I-79050	202-45650-42600	SUPPLIES & MA SINGLE ROLL TICKETS	204048	35.96
01-01830	NORTHWESTERN ENERGY					
		I-2587291-2.10.24	202-45650-42800	UTILITIES 600 N MAIN ST	204073	167.00
		I-2587292-0.09.24	202-45650-42800	UTILITIES 600 N MAIN ST	204073	8,628.21
		I-3219913-5.09.24	202-45650-42800	UTILITIES 617 N MAIN	204073	263.83
		I-3458684-2.09.24	202-45650-42850	CP PLAZA UTIL 6TH AVE PARK	204073	79.77
01-02560	PEPSI COLA COMPANY					
		I-97801039	202-45650-42610	COST OF GOODS BUBBLRS,POP BIBS	204085	406.70
		I-97803261	202-45650-42610	COST OF GOODS POP BIBS,BUBBLRS	204085	446.30
		I-97804753	202-45650-42610	COST OF GOODS POP BIBS,BUBBLRS	204085	526.60
01-02790	SUN GOLD SPORTS LLC					
		I-29286	202-45650-42600	SUPPLIES & MA ENGRAVED AWARD PLATES	204114	25.00
01-02811	JONES SUPPLIES					
		I-148815	202-45650-42600	SUPPLIES & MA CLEAR PET CUPS	204040	81.00
		I-148826	202-45650-42600	SUPPLIES & MA T-TISSUE,FOAMING SOAP,CLEANER	204040	326.06
01-03700	CORE-MARK MIDCONTINENT					
		I-1816032	202-45650-42610	COST OF GOODS CANDY,BROTH,CHIPS,BUNS,BURGERS	204002	2,364.32
		I-1826997	202-45650-42610	COST OF GOODS TOOSTIE ROLLS,CANDY,CORNNUTS	204002	6,222.85
01-05068	DELL MARKETING LP					
		I-10774155762	202-45650-42666	MINOR EQUIPME PRECISION 3680 TOWER BASE	204011	1,813.24
01-05892	GAYLEN'S GOURMET POPCOR					
		I-1735	202-45650-42610	COST OF GOODS CARAMEL CORN VARIETIES	204024	2,106.00
01-06708	CDW GOVERNMENT INC					
		I-AA8AR4Y	202-45650-42666	MINOR EQUIPME PTZ CAMERA	203989	1,923.45
01-07344	CHESTERMAN COMPANY					
		I-11586834	202-45650-42610	COST OF GOODS GOLD PEAK TEA,LIDS,CUPS,BODYAR	203994	1,069.20
		I-11595952	202-45650-42615	COGS-ALCOHOL PREMIX POPS	203994	168.00
		I-11603428	202-45650-42610	COST OF GOODS COKE BIBS,CUPS,LIDS	203994	1,311.95

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 202 CORN PALACE FUND

DEPARTMENT: 5650 CORN PALACE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08281	VESTIS					
		I-6380229742	202-45650-42600	SUPPLIES & MA MAT CLEANING	204128	40.66
01-08298	DETCO					
		I-073055	202-45650-42600	SUPPLIES & MA AMAZING RTU QUARTS	204013	252.52
01-09247	JOHNSON BROS OF SOUTH D					
		I-1376381	202-45650-42615	COGS-ALCOHOL BOURBON,CAPT MORGAN,CRWN RYL	204038	612.16
01-09314	REPUBLIC NATIONAL DISTR					
		I-1912264	202-45650-42615	COGS-ALCOHOL VODKA,RUM	204093	338.70
01-09495	SCHUMACHER ELEVATOR COM					
		I-90627906	202-45650-42500	REPAIRS & MAI QUARTERLY MAINTENANCE	204102	234.63
01-09703	AMAZON CAPITAL SERVICES					
		I-19NG-GLKC-F9PD	202-45650-42600	SUPPLIES & MA SPEAKER STAND	203971	75.98
		I-1KDQ-W3DL-N7QF	202-45650-42600	SUPPLIES & MA SILICONE SCRAPER	203971	11.97
		I-1M6R-T4KH-1TJL	202-45650-42600	SUPPLIES & MA PICTURE FRAME	203971	108.75
		I-1TPP-V7D3-C7KY	202-45650-42610	COST OF GOODS FOOD COLOR,VOLLEYBALL FLAGS	203971	184.24
01-10254	LEIGHTON FAMILY FARMS					
		I-1158	202-45650-42610	COST OF GOODS POPCORN	204043	1,075.20
01-10353	DIMOCK DAIRY INC					
		I-24099100	202-45650-42610	COST OF GOODS CHEESE VARIETIES	204015	391.50
01-10425	ETIX INC					
		I-CP093024	202-45650-42900	TICKETING FEE TICKETING SERVICE	204021	187.00
DEPARTMENT 5650 CORN PALACE					TOTAL:	31,717.50

FUND 202 CORN PALACE FUND					TOTAL:	31,717.50

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 203 LAKE MITCHELL

DEPARTMENT: 5220 LAKE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06294	BROSZ ENGINEERING INC					
		I-2023-3 P.E. #16	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #16	203982	46,702.50
01-09239	MIDWEST LABORATORIES IN					
		I-1204108	203-45220-42550	TESTING LAKE WATER TESTING	204055	1,080.04
01-09740	CBRE INC-VALUATION & AD					
		I-083521RET-1-24	203-45220-43310	WATERSHED IMP RETAINER INVOICE	203988	3,500.00
01-10410	BARR ENGINEERING CO INC					
		I-2021-20P.E.#PH2-31	203-45220-43300	LAKE IMPROVEM 2021-20 P.E. #PH2-31	203977	10,646.90
DEPARTMENT 5220 LAKE					TOTAL:	61,929.44

FUND 203 LAKE MITCHELL					TOTAL:	61,929.44

PACKET : 07087 07088 07089

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
=====						
01-02291	DANIEL WOODRASKA					
		I-3736	209-46530-42920	SPORTS AUTHOR CURSED CHAINS CHALLENGE 2024	204129	500.00
01-09132	PHEASANTS FOREVER CHAPT					
		I-3732	209-46530-42920	SPORTS AUTHOR PHEASANT BANQUET 2024	204086	2,000.00
DEPARTMENT 6530 BUSINESS IMPROV #4						TOTAL: 2,500.00

FUND 209 BUSINESS IMPROV DIST #4						TOTAL: 2,500.00

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 211 ENTERTAINMENT TAX

DEPARTMENT: 6311 ENTERTAINMENT TAX

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01396	MITCHELL CONVENTION & V					
		I-10012024	211-46311-42960	CONV VISITORS OCT 2024 FUNDING	204061	20,800.00
DEPARTMENT 6311 ENTERTAINMENT TAX					TOTAL:	20,800.00

FUND 211 ENTERTAINMENT TAX					TOTAL:	20,800.00

PACKET : 07087 07088 07089
VENDOR SET: Mult
FUND : 214 E-911 EMERGENCY
DEPARTMENT: 3500 E-911
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08252	CORPORATE TRANSLATION S					
		I-282318	214-43500-42200	PROFESSIONAL TRANSLATION SERVICES	204041	18.93
				DEPARTMENT 3500 E-911	TOTAL:	18.93

				FUND 214 E-911 EMERGENCY	TOTAL:	18.93

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 218 COMMUNITY SERVICES

DEPARTMENT: 5150 PALACE TRANSIT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01322	LARRY'S I-90 SERVICE IN					
	I-104129		218-45150-42610	GAS OIL TIRES TIRE REPAIR	204042	31.05
	PROJ: E01-TIR	5311-FY18/19		Tires		
	I-104164		218-45150-42610	GAS OIL TIRES TIRE REPAIR	204042	31.05
	PROJ: E01-TIR	5311-FY18/19		Tires		
01-07717	VERN EIDE FORD					
	I-25044043		218-45150-42500	REPAIR AND MA WINDSHIELD WASHER JET NOZZLE	204127	31.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-09703	AMAZON CAPITAL SERVICES					
	I-1GM3-MJCY-74W3		218-45150-42600	SUPPLIES & MA FRONT DOOR MAT	203971	51.98
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
				DEPARTMENT 5150 PALACE TRANSIT	TOTAL:	145.08

PACKET : 07087 07088 07089

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
=====						
01-01830	NORTHWESTERN ENERGY					
		I-3358242-0.10.24	218-45180-42800	UTILITIES 300 W 1ST AVE	204073	1,439.86
01-09243	KIM BURG					
		I-10072024	218-45180-42900	FUNDRAISING REIMB MEAL FRM FIELD TRIP	203984	8.58
DEPARTMENT 5180 JVCC						TOTAL: 1,448.44

FUND 218 COMMUNITY SERVICES				TOTAL:		1,593.52

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 219 NUTRITION

DEPARTMENT: 5140 NUTRITION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06232	COBORNS INC					
		I-10032024	219-45140-42911	CONTRACT SERV SEPT 2024 DINE CARDS	203997	991.20
01-09069	BIG DADDY D'S INC					
		I-937	219-45140-42911	CONTRACT SERV SR MEALS 09.30-10.04.2024	203980	2,380.50
01-09521	OVERTIME					
		I-10042024	219-45140-42911	CONTRACT SERV SEPT 2024 SR MEALS-PARKSTON	204082	1,774.25
01-10569	THE DUGOUT					
		I-10022024	219-45140-42911	CONTRACT SERV SEPT 2024 SR MEALS-TRIPP	204016	2,424.00
DEPARTMENT 5140 NUTRITION					TOTAL:	7,569.95

FUND 219 NUTRITION					TOTAL:	7,569.95

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 230 AIRPORT

DEPARTMENT: 3500 AIRPORT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE					
		I-IG0225	230-43500-42610	GAS & OIL AIRPORT RUBY FIELDMASTER	203995	312.64
01-01518	VERIZON WIRELESS					
		I-9975031270	230-43500-42800	UTILITIES ACCT #886931646-00001	204125	47.72
01-01830	NORTHWESTERN ENERGY					
		I-2585924-0.09.24	230-43500-42800	UTILITIES MITCHELL AIRPORT	204073	173.67
		I-2585926-5.09.24	230-43500-42800	UTILITIES AIRPORT SECURITY GATE	204073	13.89
		I-2585934-9.09.24	230-43500-42800	UTILITIES MITCHELL AIRPORT 5	204073	754.40
		I-2585936-4.09.24	230-43500-42800	UTILITIES 5971 AIRPORT RD BLDG 24	204073	39.42
		I-2585992-7.09.24	230-43500-42800	UTILITIES 6601 N MAIN	204073	282.09
		I-2830030-9.09.24	230-43500-42800	UTILITIES NG RD AND HWY 37 AP SIGN	204073	13.20
01-02679	MENARD'S INC					
		I-75995	230-43500-42600	SUPPLIES & MA DUCK TAPE,WASHERS,MOUSE TRAPS	204050	36.83
01-03004	ATR LIGHTING ENTERPRISE					
		I-3673868-IN	230-43500-42600	SUPPLIES & MA LIGHT BULBS	203972	746.10
01-03100	CENTURY LINK					
		I-333866399.09.24	230-43500-42800	UTILITIES ACCT #333866399	203993	66.85
01-06750	ATV HOLDINGS, LLC dba M					
		I-11061679	230-43500-42800	UTILITIES ACCT #00248999-0	204065	72.95
DEPARTMENT 3500 AIRPORT					TOTAL:	2,559.76
FUND 230 AIRPORT					TOTAL:	2,559.76

PACKET : 07087 07088 07089

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-1926185	602-43330-42600	SUPPLIES & MA SCREW DRYWALL	204096	12.58
		I-1933006	602-43330-42600	SUPPLIES & MA BOLTS,NUTS,WASHERS	204096	5.68
		I-1933043	602-43330-42600	SUPPLIES & MA BOLTS,NUTS,WASHERS,LOCK PIN	204096	4.59
01-01518	VERIZON WIRELESS					
		I-9975031270	602-43330-42800	UTILITIES ACCT #886931646-00001	204125	95.44
01-02602	PUBLIC HEALTH LABORATOR					
		I-10617556	602-43330-42550	LAB FEES TESTINGS	204089	962.00
01-02679	MENARD'S INC					
		I-76473	602-43330-42600	SUPPLIES & MA GORILLA TAPE,LEVEL	204050	69.14
01-04692	B-Y WATER DISTRICT					
		I-06771.10.24	602-43330-42850	B-Y WATER CHA SEPT 2024 WATER USAGE	203975	112,054.53
01-08281	VESTIS					
		I-6380228411	602-43330-42600	SUPPLIES & MA MAT CLEANING	204128	59.12
01-08298	DETCO					
		I-073047	602-43330-42600	SUPPLIES & MA BUST LOOSE AEROSALS	204013	540.28
DEPARTMENT 3330 WATER TREATMENT PLANT					TOTAL:	113,803.36

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00041	RICE LAKE WEST					
	I-2020-20 P.E. #17	602-43340-43355	ABOVE GROUND	2020-20 P.E. #17	204094	1,383,477.57
01-00356	QUALIFIED PRESORT					
	I-2279-7663	602-43340-42660	POSTAGE	POSTAGE 09.16-30.2024	204090	19.46
01-00424	RUNNINGS SUPPLY INC					
	I-1929538	602-43340-42600	SUPPLIES & MA BATTERIES,AIR FRESHENERS		204096	40.54
	I-1933908	602-43340-42600	SUPPLIES & MA LED TRAILER LIGHT,LIGHTER		204096	48.96
01-00436	CHS FARMERS ALLIANCE					
	I-IZ6459	602-43340-42600	SUPPLIES & MA TITAN TIRES,MOUNT & BALANCE		203995	3,290.00
01-00532	A-OX WELDING SUPPLY CO					
	I-0000313153	602-43340-42600	SUPPLIES & MA CO2 CYLINDERS FILL		203969	22.99
01-00717	H & W CONTRACTING LLC					
	I-2021-3 P.E. #2	602-43340-43358	PAINT WEST WT 2021-3 P.E. #2		204027	108,503.59
01-00786	SOUTH DAKOTA 811					
	I-SD24-02663	602-43340-42200	LOCATES	SEPT 2024 MESSAGE FEES	204108	173.25
01-01450	MUTH ELECTRIC INC					
	I-673360	602-43340-42500	REPAIR & MAIN WIRE THERMOSTAT		204068	210.91
01-01819	NORTHWEST PIPE FITTINGS					
	I-452350	602-43340-42600	SUPPLIES & MA TOP BOLT MULTI-RANGE CPLG		204072	1,692.66
	I-452350-1	602-43340-42600	SUPPLIES & MA REPAIR COUPLINGS		204072	1,128.44
01-01830	NORTHWESTERN ENERGY					
	I-2576810-2.10.24	602-43340-42800	UTILITIES	1224 1/2 W 5TH AVE	204073	209.84
01-01964	DAKOTA SUPPLY GROUP					
	I-S104073364.002	602-43340-42600	SUPPLIES & MA VALVE BOX KEY,ACCT 700		204007	200.00
01-02470	CORE & MAIN LP					
	I-V689099	602-43340-42600	SUPPLIES & MA VALVE BOX RISERS		204001	532.02
	I-V694171	602-43340-42525	HYDRANT REPAI	HYDRANT EXTENDER	204001	1,344.73
01-02679	MENARD'S INC					
	I-76555	602-43340-42600	SUPPLIES & MA MARKING PAINT		204050	27.96
	I-76905	602-43340-42600	SUPPLIES & MA BUNGEE CORD,UTILITY HANGER		204050	9.34
01-02804	TMA STORES					
	I-105458	602-43340-42600	SUPPLIES & MA TIRES,HIGH PRESSURE VALVE STEM	204120		884.99
01-03678	INTERSTATE OFFICE PRODU					
	I-01EE2651	602-43340-42600	SUPPLIES & MA TAPE		204036	18.78
	I-01EE2682	602-43340-42600	SUPPLIES & MA PACKAGING TAPE,LABELS		204036	37.50

PACKET : 07087 07088 07089

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
=====						
01-04312	USA BLUEBOOK					
		I-INV00499526	602-43340-42600	SUPPLIES & MA CHAIN SAW BAR	204123	341.34
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #11	602-43340-43334	3RD & MAIN 2022-26 P.E. #11	204047	4,122.40
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	1,506,337.27

FUND 602 WATER					TOTAL:	1,620,140.63

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3200 WASTE WATER TREATMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-3758/1	604-43200-42600	SUPPLIES DRILL BIT	204019	8.99
		I-3760/1	604-43200-42600	SUPPLIES MISC FASTENERS	204019	3.38
01-00236	BENDER SEWER & DRAIN LL					
		I-35206	604-43200-42500	REPAIRS CAMERA & INSPECT 36" FLOW METE	203978	425.00
01-00356	QUALIFIED PRESORT					
		I-2279-7663	604-43200-42660	POSTAGE POSTAGE 09.16-30.2024	204090	19.46
01-00424	RUNNINGS SUPPLY INC					
		I-1928444	604-43200-42600	SUPPLIES SPRAY,FELT PAD,BOOT TRAY	204096	32.46
		I-1932483	604-43200-42600	SUPPLIES BAR,PIPE,COUPLING,ELBOWS	204096	47.93
01-00712	NAPA CENTRAL					
		I-806566	604-43200-42600	SUPPLIES MOTOR OIL	204070	104.93
		I-806594	604-43200-42600	SUPPLIES FOUR WHEEL DRIVE LOCKING HUB	204070	38.79
01-01020	CENTRAL ELECTRIC COOPER					
		I-12550001.10.24	604-43200-42800	UTILITIES 41151 256TH ST	203992	10,762.00
01-01198	SIGN PRO					
		I-73940	604-43200-42650	UNIFORMS WAGAMAN SHIRT LOGOS	204106	12.00
01-01395	MITCHELL CONCRETE PRODU					
		I-108777	604-43200-42600	SUPPLIES PORTABLE CURBS	204060	160.00
01-01518	VERIZON WIRELESS					
		I-9975031270	604-43200-42800	UTILITIES ACCT #886931646-00001	204125	47.72
01-02143	HDR ENGINEERING INC					
		I-2022-1 P.E. #21	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #21	204030	44,458.22
01-02679	MENARD'S INC					
		I-76593	604-43200-42600	SUPPLIES DISTILLED WATER	204050	10.98
		I-77303	604-43200-42600	SUPPLIES PVC ELBOWS,PIPES	204050	27.98
DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL:						56,159.84

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3250 WASTE WATER COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-3742/1	604-43250-42600	SUPPLIES VALVE RELIEF	204019	19.99
01-00236	BENDER SEWER & DRAIN LL					
		I-35136	604-43250-43343	2ND, 4TH, & R INSPECT NEW 15" SEWER LINE	203978	850.00
		I-35172	604-43250-42200	PROFESSIONAL JET/VAC MAIN LINE,CAMERA LINE	203978	7,344.45
01-00424	RUNNINGS SUPPLY INC					
		I-1931824	604-43250-42600	SUPPLIES ANTI-SIEZE LUBRICANT	204096	9.99
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-320241	604-43250-42600	SUPPLIES TERRACAIR DEF	203987	56.96
01-00436	CHS FARMERS ALLIANCE					
		I-IZ6400	604-43250-42600	SUPPLIES LABOR REPAIR	203995	418.00
01-00786	SOUTH DAKOTA 811					
		I-SD24-02663	604-43250-42200	PROFESSIONAL SEPT 2024 MESSAGE FEES	204108	173.25
01-01020	CENTRAL ELECTRIC COOPER					
		I-12552001.10.24	604-43250-42800	UTILITIES 2824 S CAPITAL ST	203992	262.00
01-01307	SITEWORKS INC					
		I-2024-24 P.E. #2	604-43250-43337	D&D LONG'S/MA 2024-24 P.E. #2	204107	7,177.36
01-01395	MITCHELL CONCRETE PRODU					
		I-108537	604-43250-42600	SUPPLIES WRDA W HARMON & 407TH	204060	159.00
01-01830	NORTHWESTERN ENERGY					
		I-2828568-2.09.24	604-43250-42800	UTILITIES 5709 ISLAND CT	204073	163.27
		I-3907866-2.09.24	604-43250-42800	UTILITIES 1040 N HARMON DR LIFT	204073	138.25
01-02679	MENARD'S INC					
		C-77324	604-43250-42600	SUPPLIES RETURNED PVC PIPE,ELBOWS	204050	6.57-
		I-77067	604-43250-42600	SUPPLIES HEX BOLTS,SPLITTER,EXTRACTOR	204050	41.37
		I-77325	604-43250-42600	SUPPLIES ELBOW,RISER	204050	1.63
01-02880	THUNE TRUE VALUE & APPL					
		I-B296485	604-43250-42600	SUPPLIES PIPE,ELBOW	204118	13.64
01-07430	ELLIOTT EQUIPMENT CO					
		I-181853	604-43250-42500	REPAIRS HOSE MATERIALS	204020	552.77
		I-181935	604-43250-42600	SUPPLIES LEADER HOSE	204020	132.38
01-08298	DETCO					
		I-073047	604-43250-42600	SUPPLIES BUST LOOSE AEROSALS	204013	540.28
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #11	604-43250-43346	3RD & MAIN 2022-26 P.E. #11	204047	3,091.78

DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL: 21,139.80

PACKET : 07087 07088 07089
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
=====						
01-02484	DARRINGTON WATER COND					
	I-60160.09.24		612-43220-42500	REPAIR & MAIN WATER COOLER RENTAL	204009	15.00
01-09896	T.H. CUSTOM MFG					
	I-3139		612-43220-43430	DUMPSTERS TWO YARD CONTAINERS	204115	6,800.00
DEPARTMENT 3220 RECYCLING PROGRAM						TOTAL: 6,815.00

BANK: Multi

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PACKET : 07087 07088 07089

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
=====						
01-01020	CENTRAL ELECTRIC COOPER					
		I-13061001.10.24	612-43240-42800	UTILITIES ACCT #13061001	203992	717.39
01-02017	DAVISON RURAL WATER SYS					
		I-5095.10.24	612-43240-42800	UTILITIES SEPT 2024 WATER USAGE	204010	48.95
01-02484	DARRINGTON WATER COND					
		I-49197.09.24	612-43240-42500	REPAIR AND MA WATER COOLER RENTAL	204009	47.00
01-02939	DEPARTMENT OF AGRICULTU					
		I-10102024	612-43240-42210	STATE GARBAGE SEPT 2024 SOLID WASTE SURCHARG	204012	2,764.98
01-04046	CAROLINA SOFTWARE, INC.					
		I-92259	612-43240-42540	REPAIRS/MAINT WASTE WORKS SOFTWARE SUPPORT	203986	500.00
DEPARTMENT 3240 LANDFILL					TOTAL:	4,078.32

FUND 612 SANITATION					TOTAL:	12,134.32

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-7663	614-45250-42600	SUPPLIES & MA POSTAGE 09.16-30.2024	204090	1.46
01-00671	VAN DIEST SUPPLY CO					
		I-175944	614-45250-42602	CHEMICALS HERBICIDE	204124	298.75
01-01199	STURDEVANTS AUTO VALUE					
		I-815044884	614-45250-42600	SUPPLIES & MA BATTERY	204112	60.99
01-01518	VERIZON WIRELESS					
		I-9975031270	614-45250-42800	UTILITIES ACCT #886931646-00001	204125	42.72
01-01863	PLANETAIR TURF PRODUCTS					
		I-7182	614-45250-42600	SUPPLIES & MA REDUCTION BELT SET	204088	237.20
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670214321	614-45250-42800	UTILITIES ACCT #026306702	204053	93.39
01-02169	DUININCK INC - MN					
		I-2023-2 P.E. #1	614-45250-43300	IMPROVEMENTS 2023-2 P.E. #1	204017	670,300.00
01-02485	SCHOENFELDER CONSTRUCTI					
		I-15589	614-45250-43300	IMPROVEMENTS BLACK DIRT LOADS	204100	650.00
DEPARTMENT 5250 GOLF COURSE					TOTAL:	671,684.51
FUND 614 GOLF COURSE					TOTAL:	671,684.51

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 619 CAMPGROUND

DEPARTMENT: 5220 CAMPGROUND

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1928612	619-45220-42600	SUPPLIES HOSE CLAMP, INSERTS,TEES	204096	48.43
		I-1931890	619-45220-42600	SUPPLIES ANTIFREEZE,GLOVES	204096	246.55
01-01199	STURDEVANTS AUTO VALUE					
		I-815043205	619-45220-42500	REPAIR & MAIN V-BELT,AG BEARING,BALL BEARING	204112	95.16
		I-815044498	619-45220-42500	REPAIR & MAIN BLADE FUSE	204112	12.90
01-01830	NORTHWESTERN ENERGY					
		I-3394102-2.09.24	619-45220-42800	UTILITIES 2601 N MAIN ST	204073	1,550.57
		I-3988458-0.09.24	619-45220-42800	UTILITIES 2601 N MAIN ST SHWR	204073	13.95
01-02051	MIDCONTINENT COMMUNICAT					
		I-12860920514308	619-45220-42800	UTILITIES ACCT #128609205	204053	135.65
01-02804	TMA STORES					
		I-105402	619-45220-42500	REPAIR & MAIN LOOSE FLAT REPAIR	204120	36.43
01-02811	JONES SUPPLIES					
		I-147878	619-45220-42600	SUPPLIES RESTROOM,GLASS,BOWL CLEANERS	204040	536.73
01-03100	CENTURY LINK					
		I-334168265.10.24	619-45220-42800	UTILITIES ACCT #334168265	203993	50.67
01-06750	ATV HOLDINGS, LLC dba M					
		I-11064739	619-45220-42800	UTILITIES ACCT #00028238-4	204065	72.95
01-08130	C & B OPERATIONS LLC					
		I-12974405	619-45220-42500	REPAIR & MAIN BELT	203985	251.72
DEPARTMENT 5220 CAMPGROUND					TOTAL:	3,051.71
FUND 619 CAMPGROUND					TOTAL:	3,051.71

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01700	AAA COLLECTIONS INC					
		I-7783-2.09.24	621-369	REFUNDS & REI COLLECTION FEES	203970	429.48
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						429.48

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: 4600 EMS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00532	A-OX WELDING SUPPLY CO					
		I-0000313155	621-44600-42600	SUPPLIES MEDICAL CYLINDER	203969	52.28
01-01518	VERIZON WIRELESS					
		I-9975031270	621-44600-42800	UTILITIES ACCT #886931646-00001	204125	102.28
01-02700	HENRY SCHEIN INC					
		I-15347801	621-44600-42600	SUPPLIES TRANSPARENT DRESSING, GLUCOSE	204031	625.59
01-03846	BOUND TREE MEDICAL LLC					
		I-85451529A	621-44600-42600	SUPPLIES TRAINING MANIKIN	203981	1,309.99
		I-85471077A	621-44600-42600	SUPPLIES TRAINING MANIKINS	203981	8,869.99
		I-85482197	621-44600-42600	SUPPLIES CHILD MANIKIN, TRAUMA KIT	203981	11,359.97
		I-85502833	621-44600-42600	SUPPLIES SIM PAD, MANIKIN, LICENSE	203981	53,159.95
01-08919	JOSH HARVEY					
		I-10072024	621-44600-42700	TRAVEL, TRAIN REIMBURSE NREMT RECERT FEE	204029	25.00
01-08978	BUHL'S DRYCLEANERS & LI					
		I-86636	621-44600-42500	REPAIRS & MAI LAUNDRY SERVICE	203983	27.50
01-09962	QUICK MED CLAIMS					
		I-INV38114	621-44600-42250	CONTRACT-QMC AUG 2024 MONTHLY CHARGES	204091	7,597.32
		I-INV38592	621-44600-42250	CONTRACT-QMC SEPT 2024 MONTHLY CHARGES	204091	4,819.98
DEPARTMENT 4600 EMS					TOTAL:	87,949.85
FUND 621 EMERGENCY MEDICAL SERVICE						TOTAL:
						88,379.33

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 700 AGENCY FUNDS

DEPARTMENT: 5300 AGENCY FUNDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10492	RAISE EM RANK					
		I-10152024	700-45300-42904	CORN PALACE G RAISE EM RANK SEPT 2024	204092	25,135.49
DEPARTMENT 5300 AGENCY FUNDS					TOTAL:	25,135.49

FUND 700 AGENCY FUNDS					TOTAL:	25,135.49

PACKET : 07087 07088 07089

VENDOR SET: Mult

FUND : 710 SPECIAL ASSESSMENT-710

DEPARTMENT: 5000 SIDEWALK CONSTRUCTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-7663	710-45000-42900	SIDEWALK CONS POSTAGE 09.16-30.2024	204090	16.06
DEPARTMENT 5000 SIDEWALK CONSTRUCTION TOTAL:						16.06

FUND 710 SPECIAL ASSESSMENT-710 TOTAL:						16.06

PACKET : 07087 07088 07089
VENDOR SET: Mult
FUND : 724 STREET CONSTRUCTION
DEPARTMENT: 5000 STREET CONST
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-7663	724-45000-42900	PROJECT CONST POSTAGE 09.16-30.2024	204090	5.84
				DEPARTMENT 5000 STREET CONST	TOTAL:	5.84

				FUND 724 STREET CONSTRUCTION	TOTAL:	5.84
					REPORT GRAND TOTAL:	2,948,762.49

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2024-2025	101-41110-42300	LEGAL PUBLICATIONS	586.96	13,000	3,137.82		
	101-41110-42600	SUPPLIES & MATERIALS	29.50	725	151.16		
	101-41210-42600	SUPPLIES & MATERIALS	218.89	1,250	907.67		
	101-41410-42610	WEST GROUP LAW DATABASE	824.82	14,000	6,317.77		
	101-41410-42700	TRAVEL, CONF & DUES	321.98	6,200	3,924.26		
	101-41420-42600	SUPPLIES & MATERIALS	154.43	3,000	202.22		
	101-41420-42620	CHECKS, RCPTS, FORMS	698.90	2,080	240.62-	Y	
	101-41420-42700	TRAVEL	249.98	7,850	3,691.43		
	101-41440-42210	PROFESSIONAL SERVICES	159.00	18,221	4,294.00		
	101-41440-42230	EMPLOYEE ASSISTANCE & TRAI	2,259.90	10,000	93.12-	Y	
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	1,131.00	35,115	2,728.82		
	101-41920-42520	REPAIR-CITY HALL	133.68	3,100	4,451.39-	Y	
	101-41920-42811	UTILITIES-CITY HALL	2,140.69	21,000	4,447.41		
	101-41920-43410	REPAIRS-CITY HALL	414.06	0	765.16-	Y	
	101-41935-42250	MANAGED PRINT SERVICES	4,675.64	50,000	7,370.65		
	101-41935-42600	SUPPLIES	274.78	3,000	1,803.47		
	101-41935-42615	POSTAGE	280.72	7,000	1,800.50		
	101-41935-42645	COMPUTER HARDWARE	1,538.00	73,680	28,908.69		
	101-41935-42920	COMPUTER SOFTWARE	171.90	121,015	3,079.52		
	101-42110-42200	PROFESSIONAL SERVICES	1,151.83	29,581	18,228.12		
	101-42110-42600	SUPPLIES	781.31	35,055	9,428.80		
	101-42110-42640	UNIFORM ALLOWANCE	1,324.34	7,000	20,098.19-	Y	
	101-42110-42670	SERVICE DOG SUPPLY	47.40	2,030	445.82		
	101-42110-42800	TELEPHONE	87.77	16,000	5,454.41		
	101-42110-42810	UTILITIES	57.56	12,150	6,458.14		
	101-42110-42902	ALCOHOL TASK FORCE	1,069.95	1,869	372.64		
	101-42110-42905	CRIME PREVENTION	421.01	675	253.99		
	101-42130-42500	REPAIRS	35.25	3,000	1,617.86-	Y	
	101-42130-42520	EMERGENCY SIREN UTILITIES	26.58	2,700	453.11		
	101-42130-42530	TRAFFIC LIGHTS MAINT	671.76	12,500	3,922.59		
	101-42130-42540	SIGNS	39.94	16,000	8,207.40		
	101-42130-42545	PAINT	265.70	17,000	928.77-	Y	
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	12,494.37	0	110,541.88-	Y	
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	635.83	38,000	10,374.37		
	101-42130-42820	TELEPHONE	135.45	1,200	66.53		
	101-42130-42835	UTILITIES-STREET LIGHTS	21,499.90	253,000	44,296.64		
	101-42200-42200	PROFESSIONAL SERVICES	9,024.37	9,400	464.87-	Y	
	101-42200-42500	REPAIR & MAINTENANCE	908.48	16,050	8,428.84-	Y	
	101-42200-42600	SUPPLIES	1,179.09	15,650	4,755.97		
	101-42200-42640	UNIFORMS	145.47	6,200	2,653.69		
	101-42200-42700	TRAVEL, CONF & DUES	143.68	14,225	2,049.64		
	101-43100-42600	SUPPLIES	56.98	140,000	20,707.38		
	101-43100-42620	ASPHALT MIX	1,841.70	80,000	50,047.00		
	101-43100-42800	UTILITIES	869.82	15,000	5,605.73		
	101-43110-42200	PROFESSIONAL SERVICES	2,733.75	78,100	16,110.02		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-43110-42600	SUPPLIES	38.76	4,000	1,683.43				
	101-43110-42694	COMPUTER HARDWARE	769.00	1,600	831.00				
	101-43110-42700	TRAVEL CONF DUES	224.99	5,000	748.71				
	101-43110-42750	PLANNING COMMISSION EXPENS	44.95	1,000	233.94				
	101-43110-42800	UTILITIES	80.02	2,000	383.39				
	101-43110-42916	NUISANCE ABATEMENT	5.31	15,000	7,536.90				
	101-43120-43300	STREET OVERLAY MAINT	11,586.58	1,905,075	1,382,989.08				
	101-43150-43307	3RD & MAIN	7,214.19	177,378	95,359.44-	Y			
	101-43700-42600	SUPPLIES & MATERIALS	141.82	16,000	3,654.71				
	101-43700-42602	CHEMICALS	478.00	8,500	285.86				
	101-43700-42800	UTILITIES	73.29	5,000	805.88				
	101-44120-42800	UTILITIES-POUND	66.90	3,400	1,547.70				
	101-44120-42900	IMPOUNDING DOGS	350.00	16,200	4,495.39				
	101-45500-42600	SUPPLIES & MATERIALS	112.66	11,000	3,066.22				
	101-45500-42692	PERIODICALS	96.30	5,000	4,808.18				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	22.44	21,650	5,832.06				
	101-45500-42700	TRAVEL, CONF & DUES	520.06	1,000	364.94				
	101-45500-43420	BOOKS	1,575.02	47,000	17,283.73				
	101-46500-42900	MITCHELL AREA DEVELOPMENT	41,750.00	167,000	0.00				
	101-46500-42911	REGIONAL ECON DEVELOPMENT	6,250.00	25,000	0.00				
	101-46500-42918	MITCHELL MAIN ST & BEYOND	10,000.00	40,000	0.00				
	101-47000-23713	2012 COMM PROJECT BOND-INT	550.00	160,000	80,271.25				
	201-45110-42550	REPAIR & MAINT-AQUATICS	311.87	9,000	5,700.07				
	201-45140-42300	PUBLISHING	3,814.00	51,220	9,199.41				
	201-45140-42500	REPAIR & MAINTENANCE	51,285.81	32,872	43,563.92-	Y			
	201-45140-42600	SUPPLIES & MATERIALS	817.66	31,140	8,156.73				
	201-45140-42601	CONCESSION SUPPLIES	562.90	12,000	2,414.38				
	201-45140-42800	UTILITIES	6,354.24	174,300	54,461.31				
	201-45160-42500	REPAIR & MAINTENANCE	71.57	52,000	1,092.66				
	201-45160-42600	SUPPLIES & MATERIALS	9,705.95	55,147	16,282.61				
	201-45160-42610	GAS & FUEL	104.00	13,500	3,352.71				
	201-45160-42800	UTILITIES	2,545.86	150,220	41,621.66				
	201-45160-43400	CAPITAL EQUIPMENT	86,191.00	126,000	7,139.00				
	201-45210-42500	REPAIR & MAINTENANCE	652.55	41,150	12,908.01				
	201-45210-42600	SUPPLIES & MATERIALS	1,855.76	64,600	19.91				
	201-45210-42602	CHEMICALS	157.77	5,500	492.30				
	201-45210-42800	UTILITIES	1,559.27	60,000	20,560.09				
	201-45210-42850	UTILITIES-VETERAN'S PARK	61.01	4,800	280.08				
	201-45220-42100	INSURANCE	189.67	103,628	10,450.09-	Y			
	201-45220-42600	SUPPLIES & MATERIALS	56.61	900	224.70				
	201-45220-42700	TRAVEL, CONF. & DUES	16.23	2,675	2,161.83				
	201-45220-42800	UTILITIES	47.72	640	199.94				
	202-45650-42500	REPAIRS & MAINTENANCE	234.63	72,530	16,930.17				
	202-45650-42600	SUPPLIES & MATERIALS	1,194.46	53,490	12,633.18				
	202-45650-42610	COST OF GOODS SOLD	16,104.86	182,000	15,148.06-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	202-45650-42615	COGS-ALCOHOL	1,118.86	20,500	3,275.36-	Y		
	202-45650-42660	SHIPPING/POSTAGE	2.19	3,000	2,562.32			
	202-45650-42666	MINOR EQUIPMENT	3,736.69	8,200	4,451.81			
	202-45650-42800	UTILITIES	9,059.04	90,000	28,325.78			
	202-45650-42850	CP PLAZA UTILITIES	79.77	500	1,016.55-	Y		
	202-45650-42900	TICKETING FEES	187.00	5,760	813.31-	Y		
	203-45220-42550	TESTING	1,080.04	6,400	1,182.07-	Y		
	203-45220-43300	LAKE IMPROVEMENTS	57,349.40	6,000,000	5,599,458.41			
	203-45220-43310	WATERSHED IMPROVEMENTS	3,500.00	0	855,008.67-	Y		
	209-46530-42920	SPORTS AUTHORITY PROMO	2,500.00	100,000	12,350.00			
	211-46311-42960	CONV VISITORS BUR	20,800.00	250,000	42,000.00			
	214-43500-42200	PROFESSIONAL SERVICES	18.93	3,700	2,346.51			
	218-45150-42500	REPAIR AND MAINTENANCE	31.00	8,500	2,047.18-	Y		
	218-45150-42600	SUPPLIES & MATERIALS	51.98	11,400	7,414.03			
	218-45150-42610	GAS OIL TIRES	62.10	81,000	11,763.68			
	218-45180-42800	UTILITIES	1,439.86	28,464	8,964.15			
	218-45180-42900	FUNDRAISING	8.58	4,750	3,207.66-	Y		
	219-45140-42911	CONTRACT SERVICES-MEALS	7,569.95	188,431	26,735.86			
	230-43500-42600	SUPPLIES & MATERIALS	782.93	8,500	3,591.51			
	230-43500-42610	GAS & OIL	312.64	5,700	3,538.36			
	230-43500-42800	UTILITIES	1,464.19	20,000	5,303.03			
	602-43330-42550	LAB FEES	962.00	22,600	17,388.00			
	602-43330-42600	SUPPLIES & MATERIALS	691.39	17,500	10,980.43			
	602-43330-42800	UTILITIES	95.44	180,000	127,394.34			
	602-43330-42850	B-Y WATER CHARGES	112,054.53	925,000	204,966.98			
	602-43340-42200	LOCATES	173.25	2,000	895.38			
	602-43340-42500	REPAIR & MAINTENANCE	210.91	18,850	11,879.29			
	602-43340-42525	HYDRANT REPAIRS	1,344.73	20,000	16,365.53			
	602-43340-42600	SUPPLIES & MATERIALS	8,275.52	125,300	12,133.45			
	602-43340-42660	POSTAGE	19.46	10,000	1,967.67			
	602-43340-42800	UTILITIES	209.84	11,000	7,155.73			
	602-43340-43334	3RD & MAIN	4,122.40	114,233	41,616.98-	Y		
	602-43340-43355	ABOVE GROUND STORAGE	1,383,477.57	8,515,013	2,620,671.94			
	602-43340-43358	PAINT WEST WTR TOWER	108,503.59	250,784	100,259.84			
	604-43200-42500	REPAIRS	425.00	16,500	1,422.80			
	604-43200-42600	SUPPLIES	435.44	21,650	6,725.04-	Y		
	604-43200-42650	UNIFORMS	12.00	1,750	645.20			
	604-43200-42660	POSTAGE	19.46	9,000	944.12			
	604-43200-42800	UTILITIES	10,809.72	215,000	13,949.03-	Y		
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	44,458.22	29,829,861	27,690,691.76			
	604-43250-42200	PROFESSIONAL SERVICES	7,517.70	165,000	62,511.75			
	604-43250-42500	REPAIRS	552.77	22,000	8,824.53-	Y		
	604-43250-42600	SUPPLIES	1,386.67	50,000	8,920.29			
	604-43250-42800	UTILITIES	563.52	51,000	21,186.05			
	604-43250-43337	D&D LONG'S/MATTIE STREET	7,177.36	0	129,474.21-	Y		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	604-43250-43343	2ND, 4TH, & RAILROAD	850.00	265,000	164,656.87		
	604-43250-43346	3RD & MAIN	3,091.78	0	116,887.43-	Y	
	612-43220-42500	REPAIR & MAINTENANCE	15.00	5,000	3,901.04-	Y	
	612-43220-43430	DUMPSTERS	6,800.00	7,500	700.00		
	612-43230-42500	REPAIRS	240.00	11,000	4,840.50-	Y	
	612-43230-42600	SUPPLIES	67.05	40,000	31,389.98		
	612-43230-42660	POSTAGE	18.73	8,000	15.13-	Y	
	612-43230-42800	UTILITIES	30.22	600	205.91		
	612-43230-43410	GARBAGE TRUCK	885.00	385,000	131,984.00		
	612-43240-42210	STATE GARBAGE FEES	2,764.98	33,000	4,957.61		
	612-43240-42500	REPAIR AND MAINTENANCE	47.00	32,000	21,161.34		
	612-43240-42540	REPAIRS/MAINTENANCE COMPUT	500.00	0	1,500.00-	Y	
	612-43240-42800	UTILITIES	766.34	12,000	732.82		
	614-45250-42600	SUPPLIES & MATERIALS	299.65	25,400	418.89		
	614-45250-42602	CHEMICALS	298.75	25,000	2,075.76		
	614-45250-42800	UTILITIES	136.11	20,000	5,644.40		
	614-45250-43300	IMPROVEMENTS	670,950.00	747,436	53,814.10		
	619-45220-42500	REPAIR & MAINTENANCE	396.21	8,000	2,299.84		
	619-45220-42600	SUPPLIES	831.71	2,200	163.87		
	619-45220-42800	UTILITIES	1,823.79	19,750	5,146.12		
	621-369	REFUNDS & REIMB*NON-EXPENS	429.48	0	4,147.93-		
	621-44600-42250	CONTRACT-QMC	12,417.30	54,000	4,370.21		
	621-44600-42500	REPAIRS & MAINTENANCE	27.50	1,500	739.34		
	621-44600-42600	SUPPLIES	75,377.77	23,500	68,873.47-	Y	
	621-44600-42700	TRAVEL, TRAINING & CONFERE	25.00	11,165	2,933.63		
	621-44600-42800	UTILITIES	102.28	3,425	959.00		
	700-45300-42904	CORN PALACE GAMES	25,135.49	0	195,423.88-	Y	
	710-45000-42900	SIDEWALK CONSTRUCTION	16.06	0	2,907.36-	Y	
	724-45000-42900	PROJECT CONSTRUCTION	5.84	0	20,066.22-	Y	
** 2024-2025 YEAR TOTALS **			2,948,762.49				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	616.46
101-1210	MAYOR'S OFFICE	218.89
101-1410	ATTORNEY'S OFFICE	1,146.80
101-1420	FINANCE	1,103.31
101-1440	HUMAN RESOURCES	3,549.90
101-1920	MUNICIPAL BUILDINGS	2,688.43

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1935	INFORMATION TECHNOLOGY	6,941.04
101-2110	POLICE DEPARTMENT	4,941.17
101-2130	TRAFFIC DEPARTMENT	35,804.78
101-2200	FIRE DEPARTMENT	11,401.09
101-3100	STREET DEPARTMENT	2,768.50
101-3110	PUBLIC WORKS ADMIN	3,896.78
101-3120	STREET & SIDEWALK CONST	11,586.58
101-3150	STORM DRAINAGE	7,214.19
101-3700	CEMETERY	693.11
101-4120	ANIMAL CONTROL	416.90
101-5500	LIBRARY	2,326.48
101-6500	ECONOMIC DEVELOPMENT	58,000.00
101-7000	GENERAL LONG TERM LIAB	550.00

101 TOTAL	GENERAL	155,864.41
201-5110	RECREATION & AQUATICS	311.87
201-5140	RECREATION CENTER	62,834.61
201-5160	SPORTS COMPLEXES	98,618.38
201-5210	PARKS	4,286.36
201-5220	SUPERVISION	310.23

201 TOTAL	PARK FUND	166,361.45
202-5650	CORN PALACE	31,717.50

202 TOTAL	CORN PALACE FUND	31,717.50
203-5220	LAKE	61,929.44

203 TOTAL	LAKE MITCHELL	61,929.44
209-6530	BUSINESS IMPROV #4	2,500.00

209 TOTAL	BUSINESS IMPROV DIST #4	2,500.00
211-6311	ENTERTAINMENT TAX	20,800.00

211 TOTAL	ENTERTAINMENT TAX	20,800.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
214-3500	E-911	18.93

214 TOTAL	E-911 EMERGENCY	18.93
218-5150	PALACE TRANSIT	145.08
218-5180	JVCC	1,448.44

218 TOTAL	COMMUNITY SERVICES	1,593.52
219-5140	NUTRITION	7,569.95

219 TOTAL	NUTRITION	7,569.95
230-3500	AIRPORT	2,559.76

230 TOTAL	AIRPORT	2,559.76
602-3330	WATER TREATMENT PLANT	113,803.36
602-3340	WATER DISTRIBUTION	1,506,337.27

602 TOTAL	WATER	1,620,140.63
604-3200	WASTE WATER TREATMENT	56,159.84
604-3250	WASTE WATER COLLECTION	21,139.80

604 TOTAL	SEWER	77,299.64
612-3220	RECYCLING PROGRAM	6,815.00
612-3230	WASTE COLLECTION	1,241.00
612-3240	LANDFILL	4,078.32

612 TOTAL	SANITATION	12,134.32
614-5250	GOLF COURSE	671,684.51

614 TOTAL	GOLF COURSE	671,684.51

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
619-5220	CAMPGROUND	3,051.71

619 TOTAL	CAMPGROUND	3,051.71
621	NON-DEPARTMENTAL	429.48
621-4600	EMS	87,949.85

621 TOTAL	EMERGENCY MEDICAL SERVICE	88,379.33
700-5300	AGENCY FUNDS	25,135.49

700 TOTAL	AGENCY FUNDS	25,135.49
710-5000	SIDEWALK CONSTRUCTION	16.06

710 TOTAL	SPECIAL ASSESSMENT-710	16.06
724-5000	STREET CONST	5.84

724 TOTAL	STREET CONSTRUCTION	5.84

** TOTAL **		2,948,762.49

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
E01 5311-FY18/19	GASUP	Garage Supplies	51.98
	MAINT	Maintenance/Repairs	31.00
	TIR	Tires	62.10
** PROJECT E01 TOTAL **			145.08
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	5.97
	42600	SUPPLIES/MAINTENANCE	41.50
	42610	GAS-FUEL	104.00
	43400	CAPITAL EQUIPMENT	86,191.00
** PROJECT H01 TOTAL **			86,342.47

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H02 CADWELL STADIUM	42800	UTILITIES	704.63
		** PROJECT H02 TOTAL **	704.63
H03 OLD SOCCER FIELDS	42800	UTILITIES	94.27
		** PROJECT H03 TOTAL **	94.27
H04 BASEBALL	42600	SUPPLIES/MATERIALS	410.26
	42800	UTILITIES	167.75
		** PROJECT H04 TOTAL **	578.01
H05 SOFTBALL	42600	SUPPLIES/MATERIALS	6,768.74
	42800	UTILITIES	382.67
		** PROJECT H05 TOTAL **	7,151.41
H06 ARENA-NORTH RINK	42600	SUPPLIES-MATERIALS	2,237.77
		** PROJECT H06 TOTAL **	2,237.77
H07 PEPSI COMPLEX	42600	SUPPLIES/MATERIALS	11.87
	42800	UTILITIES	1,098.34
		** PROJECT H07 TOTAL **	1,110.21
H10 MUNROE PARK	42600	SUPPLIES/MATERIALS	204.33
	42800	UTILITIES	50.48
		** PROJECT H10 TOTAL **	254.81
H13 ARENA-SOUTH RINK	42500	REPAIR-MAINTENANCE	65.60
	42600	SUPPLIES-MAINTENANCE	31.48
		** PROJECT H13 TOTAL **	97.08
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	652.55
		** PROJECT H50 TOTAL **	652.55
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	1,058.85
	42800	UTILITIES	281.18
		** PROJECT H51 TOTAL **	1,340.03
H55 DRY RUN CREEK PARK	42600	SUPPLIES/MATERIALS	360.00
	42800	UTILITIES	142.10
		** PROJECT H55 TOTAL **	502.10

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H56 HITCHCOCK PARK	42800	UTILITIES	714.15
		** PROJECT H56 TOTAL **	714.15
H58 JENNEWEIN PARK	42800	UTILITIES	15.83
		** PROJECT H58 TOTAL **	15.83
H60 NORTHRIDGE PARK	42800	UTILITIES	7.84
		** PROJECT H60 TOTAL **	7.84
H61 PIONEER PARK	42800	UTILITIES	21.26
		** PROJECT H61 TOTAL **	21.26
H62 ROTARY PARK	42800	UTILITIES	15.25
		** PROJECT H62 TOTAL **	15.25
H63 VETERANS PARK	42850	UTILITES/VETERANS PARK	61.01
		** PROJECT H63 TOTAL **	61.01
H66 CAMP ARROYA	42800	UTILITIES	95.61
		** PROJECT H66 TOTAL **	95.61
H67 DAY CAMP	42800	UTILITIES	76.41
		** PROJECT H67 TOTAL **	76.41
H71 KIWANIS WOODLOT	42800	UTILITIES	41.88
		** PROJECT H71 TOTAL **	41.88
H74 PUBLIC BEACH	42800	UTILITIES	71.99
		** PROJECT H74 TOTAL **	71.99
H76 SANDY BEACH	42800	UTILITIES	22.97
		** PROJECT H76 TOTAL **	22.97
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	10.08
		** PROJECT H79 TOTAL **	10.08
H87 PATTON YOUNG	42600	SUPPLIES-MAINTENANCE	436.18
		** PROJECT H87 TOTAL **	436.18
J02 INDOOR AQUATIC CTR	SM-GENER	SUPPLIES/ATERIAL-GENERAL	39.26
		** PROJECT J02 TOTAL **	39.26

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
J05 REC CTR CONCESSIONS	CONC SUP CONCESSION SUPPLY	562.90
	** PROJECT J05 TOTAL **	562.90
J06 REC CTR-GENERAL BLDG	SM-GENER SUPPLIES/MATERIAL-GENERAL	420.88
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	41.18
	SM-PLUMB SUPPLIES/MATERIAL-PLUMBING	315.61
	** PROJECT J06 TOTAL **	777.67
J08 REC CTR PUBLISHING	ICAN PUBLISHING-ICAN	750.00
	KMIT PUBLISHING-KMIT	559.00
	MIDCO PUBLISHING-MIDCO	2,505.00
	** PROJECT J08 TOTAL **	3,814.00
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	6,242.44
	TV UTILITIES-TV	111.80
	** PROJECT J09 TOTAL **	6,354.24
J50 OUTDOOR AQUATIC CENTER	RM-GENER REPAIR/MAINT-GENERAL	311.87
	** PROJECT J50 TOTAL **	311.87
X04 DECORATING	42600 SUPPLIES	216.61
	** PROJECT X04 TOTAL **	216.61

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: **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.

History-City Planning Commission recommended approval at their 8-26-24 meeting with a condition it be reviewed at their first October meeting. There were also the following conditions for outside storage; 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. The following was the conditions they put on for the automotive sales, repair, parts and detailing; 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. Board of adjustment approved the CUP at their 9-3-24 meeting with the condition it be reviewed at their second October meeting with the same conditions.

Motion by Sonne, seconded by Osterloo to recommend approval of the conditional use for automotive sales, repair, parts and detailing. Roll call vote: Genzlinger – absent, Havlik – aye, Jirsa – nay, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 3 aye, 1 nay, 3 absent; motion carried.

Motion by Jirsa, seconded by Sonne to recommend approval of the conditional use outside storage with the condition they present at Board of Adjustment a written plan 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 – absent, Havlik – nay, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – absent, Sonne – aye. 3 aye, 1 nay, 3 absent; motion carried.

See Planning Commission Unsigned Minutes 08-26-2024 and 10-15-2024.



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

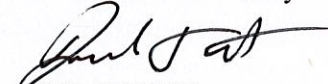
☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

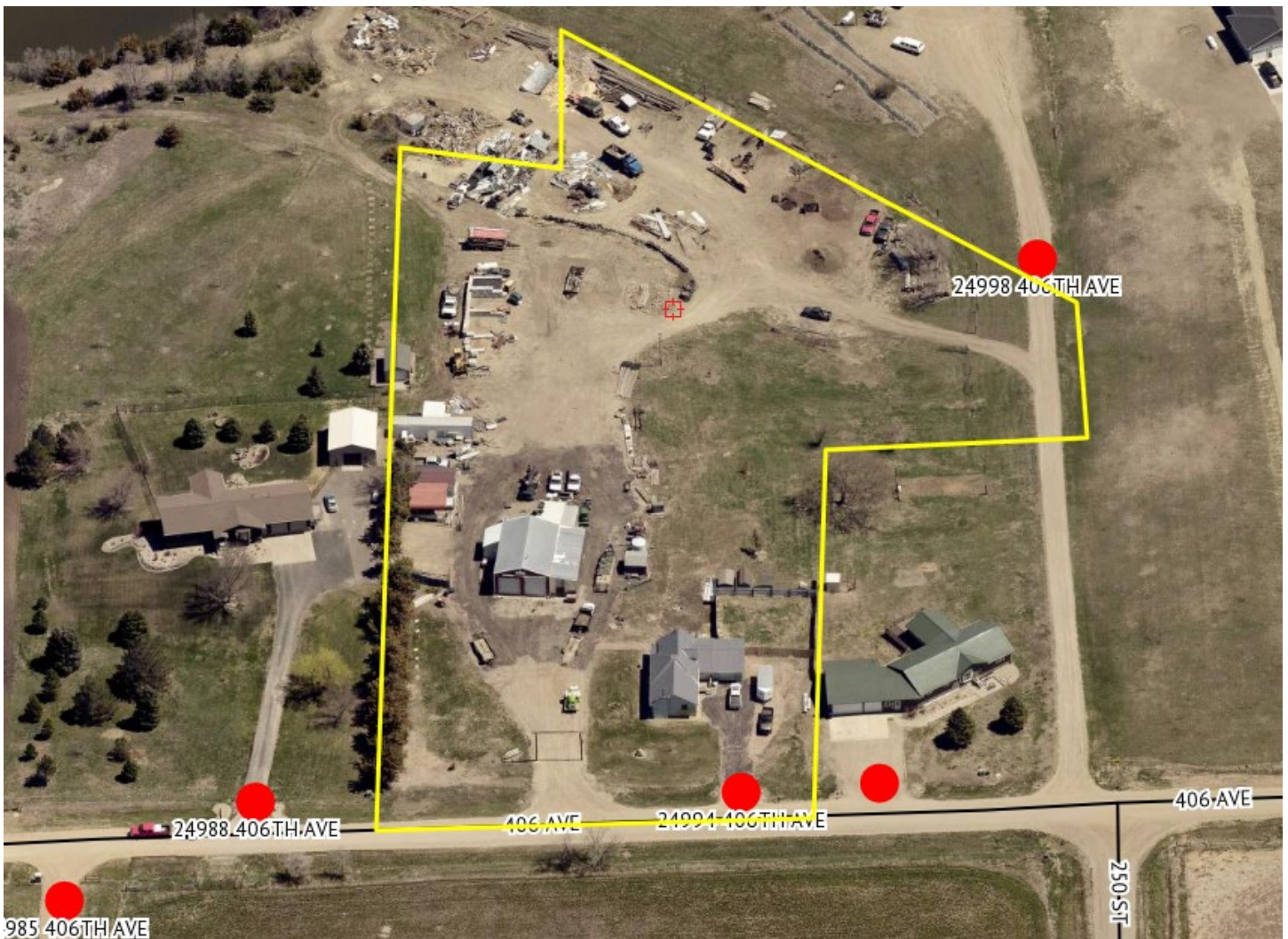
Legal Description: Lot 3D-1 and Lot 3D-2 of D.R. Kiner's First Addition in the SW ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota

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.

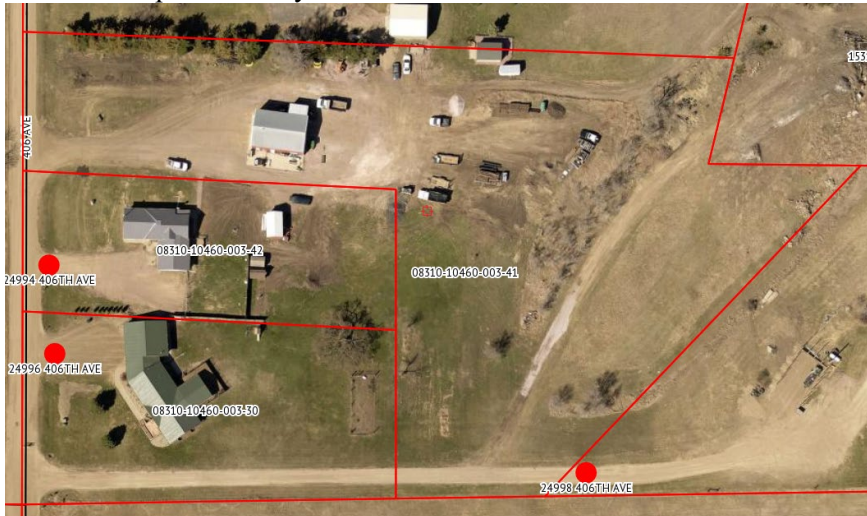
If you have any questions regarding this matter, you can reach the Planning and Zoning Office at 605-995-8433, email mark.jenniges@cityofmitchellsd.gov or stop in the office located at City Hall, 612 N Main St.

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

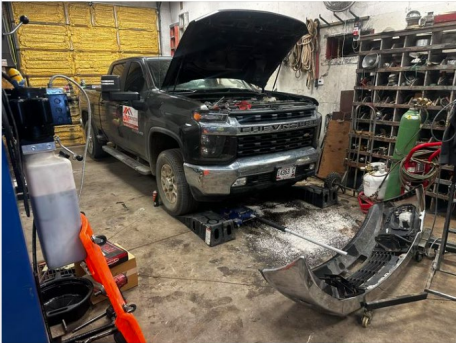
mitchelltowingandrecovery@gmail.com

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 Tuesday, October 15, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 21, 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 26th day of September, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 2nd day of October, 2024
Approximate Cost:

Josh Frost
24994 406th Ave
Mitchell, SD 57301

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

Bradley Clark
Dahjrick Clark
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.



Davison County Planning & Zoning
and Emergency Management
200 E. 4th Ave.
Mitchell, SD 57301-2631
Phone (605) 995-8615



October 11, 2024

RE: Extraterritorial Jurisdiction (ETJ)

City of Mitchell
Planning Commission
612 North Main
Mitchell, SD 57301

Planning Commissioners,

On August 26, 2024, the Planning Commission recommended approval of a Conditional Use Permit for outside storage and a towing business, which falls under automotive sales, repair, parts and detailing for Josh Frost d.b.a. Mitchell Towing & Recovery. Considering this business was operational at the time, Mr. Frost should have been given a cease and desist order until the permit was approved or denied. Mr. Frost has additional businesses operating on the property, also without a Conditional Use Permit.

The Commission gave Mr. Frost until the first meeting in October to come up with a plan. Since then, he has added more vehicles and other junk to the property. The county fields these complaints. We would highly recommend the Planning Commission recommend denial of the Conditional Use Application to the Board of Adjustment. This is a residential area and not a place to be storing inoperable vehicles.

We will be discussing the ETJ more in the future, but here is short reason for the County's position:

On April 15, 1980, the Davison County Board of Commissioners approved a Resolution in accordance with SDCL 11-6-10 through 11-6-12.1, to relinquish zoning jurisdiction in the one-mile area around the City of Mitchell, referred to as the Extraterritorial Jurisdiction (ETJ). The reason was to "better serve the needs of the citizens" and to "adequately plan for orderly development of the area through the issuance of building permits". At the time, Davison County was not zoned, nor did the county have a Planning & Zoning Department or Director.

As far back as December 8, 1992, Commission Minutes identified concerns with this jurisdictional arrangement, of which nuisance property complaints is one of the main issues. Other concerns with issuing a Conditional Use Permit in the ETF:

1. The City of Mitchell can approve a condition use permit in the ETJ but does not have the means to enforce a violation of said permit.
2. The City of Mitchell can dictate what is and what is not a Zoning issue. Specifically, nuisance property is a grey area. Most of the ETJ is zoned Urban Development under the City of Mitchell Code Chapter 8-10-8A. If the city determines the issue is not a zoning issue, the county does not have an Urban Development District to apply the ordinance to.

3. The City of Mitchell can approve a variance or condition use permit in the ETJ, but the neighborhood residents in the ETJ are not able to vote for City Council members or the Mayor.
4. Residents in the ETJ are required to comply with the City of Mitchell Zoning Code but are not afforded any city services.

If you have any questions regarding this matter, you can reach the Planning and Zoning Office at the contact information below.

Jeff Bathke, MSA, CEM-A

Planning & Zoning Director

Emergency Management Director

Drainage/Floodplain/GIS/911 Addressing

Davison County, SD

jeffb@davisoncounty.org

605-995-8615

October 2, 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 recommended approval at their 8-26-24 meeting with a condition it be reviewed at their first October meeting. Board of adjustment approved the CUP at their 9-3-24 meeting with the condition it be reviewed at their second October meeting. Therefore, Planning Commission will be conducting a review hearing on this application on Tuesday, October 15, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 21, 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.

The complete application and all supporting documents can be found on the City of Mitchell's agenda center located @ <https://mitchellsd.portal.civicclerk.com/>. If you have any questions regarding this matter, you can reach Mark Jenniges at the above location and phone number or by email @ mark.jenniges@cityofmitchellsd.gov.

I/We Ronald W. Moody Laurie Moody
OWNER
24996 406th Ave.
ADDRESS

____ APPROVE

☒ DISAPPROVE

COMMENTS: *Do not wish to restrict anyone from Making honest Living. But not at the expense of my property value dropping & I Feel that a salvage yard next door would defenatly Negativly affect my Homes Value.*

Outside expectations



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

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:	October 21, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Landfill Reserve		
Agenda Item:	Award Quote for Shredding Tires at Landfill		
Explanation/Background of Agenda Item Requested:	Award Quote for Shredding Tires at Landfill The City requested quotes from three companies to provide services to shred or haul tires with proper disposal from the Mitchell Regional Landfill. Saber Shred Solutions, Inc. - \$235 per ton Liberty Tire Recycling, LLC - \$238 per ton H&R Salvage - No quote It is estimated that the City has approximately 150 tons of tires at the landfill. Staff recommends awarding the project to Saber Shred Solutions, Inc. at the bid price of \$235 per ton.		

Request for Quotes

APPROX 150 TON TIRES

The City of Mitchell is requesting quotes for the shredding of tires on site at The City of Mitchell Regional Landfill. The tonnage of tires to be shredded will vary per year. Under this request for quote the contractor will be responsible for the shredding of the tire pile once or twice a year. The Contractor will also be responsible for the hauling of tire shreds from the area they are shredded to a location in the Landfill cell that is agreed upon with City Landfill Manager on site. The tire shreds will be placed in a pile at the approved location, by the contractor. This quote is valid for the remainder 2024 year. Contractor must furnish the City of Mitchell with current 1,000,000 liability insurance policy. City of Mitchell has the right to deny any or all bids. QUOTES WILL BE ACCEPTED UNTIL 9/27/2024 – 4:00PM. Please call 605-995-8465 with any questions.

REVISION 9/25/2024

Tires can be hauled out instead of being shredded on site.

Please return by 10/04/2024 – 4:00 PM

Price per ton: \$235 - tires hauled off site

Business Name: Saber Shred Solutions Inc

Responsible Person: Amanda Boone

Date: 10/1/2024

Request for Quotes

APPROX 150 TON TIRES

The City of Mitchell is requesting quotes for the shredding of tires on site at The City of Mitchell Regional Landfill. The tonnage of tires to be shredded will vary per year. Under this request for quote the contractor will be responsible for the shredding of the tire pile once or twice a year. The Contractor will also be responsible for the hauling of tire shreds from the area they are shredded to a location in the Landfill cell that is agreed upon with City Landfill Manager on site. The tire shreds will be placed in a pile at the approved location, by the contractor. This quote is valid for the remainder 2024 year. Contractor must furnish the City of Mitchell with current 1,000,000 liability insurance policy. City of Mitchell has the right to deny any or all bids. QUOTES WILL BE ACCEPTED UNTIL 9/27/2024 – 4:00PM. Please call 605-995-8465 with any questions.

REVISION 9/25/2024

Tires can be hauled out instead of being shredded on site.

Please return by 10/04/2024 – 4:00 PM

Price per ton: \$238.00

Business Name: Liberty Tire Recycling, LLC

Responsible Person: Phil Sherrier, Sales

PS (9/25/24)

Date: 9/25/2024

Per discussion with Kevin Roth on 9/25/24;

* Estimate volume 150 - 180 Ton

* Whole tires (mixed load) removed from landfill to recycling facility

* Time Frame: Would want tires removed from landfill by end of 2024 or sooner.

* Tires will be recycled into feedstock for various applications (see attachment)

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:	October 21, 2024	Requested By:	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Vehicle for Hire Company Application for Speedy Taxi		
Explanation/Background of Agenda Item Requested:	All required documents have been submitted. For council's information, attached are documents from the revocation of the Speedy Taxi vehicle for hire license which took place in March 2023. Speedy Taxi had received a vehicle for hire license on December 19, 2022. Mayor Everson then issued a revocation of that license on March 8, 2023 after Mr. Feistner, Speedy Taxi's owner and operator, was charged with Possession of a Controlled Substance and admitted during the course of that investigation that he was using methamphetamine on a daily basis. The City Council held a hearing in regards to the revocation on March 20, 2023 and, after hearing all presented evidence, allowed the revocation of the Speedy Taxi license to stand.		

CITY OF MITCHELL, SOUTH DAKOTA
APPLICATION FOR RIDE SERVICE COMPANY LICENSE

Is this application for a:
Is the applicant a:

NEW LICENSE X
TNC _____

RENEWAL _____
VFHC X

Speedy Taxi LLC
Company Name In Full

3400 E 11th St Sioux Falls
Company Address 57103

Manager(s):

Dustin Feistner
Name In Full

3400 E 11th St Sioux Falls, SD
Address 57103

dustyfeistner1998@gmail.com
Email

(605) 630-6712
Phone#

Owner(s) (if natural person):

Dustin Feistner
Name In Full

3400 E 11th St Sioux Falls, SD
Address 57103

dustyfeistner1998@gmail.com
Email

(605) 630-6712
Phone #

Previous experience in providing Ride Services:

EZ Ride Taxi - 2017 Speedy Taxi 2017-2019 / 2022-2023

Number of vehicles in fleet for VFHC: 1

Note: VFHCs must identify their fleet vehicles. If more than 5, attach a separate document.

	<u>Make</u>	<u>Year</u>	<u>Model</u>	<u>Serial No.</u>	<u>License No.</u>	<u>Seat Capacity</u>
1.	<u>Toyota</u>	<u>2012</u>	<u>Sienna</u>	<u>5TDKK3DC8CS255103</u>	<u>C05116</u>	<u>7</u>
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____

Application Fee: The application and License fee for a VFHC is \$100.00 plus \$50.00 for each additional vehicle in the fleet over 1, with a maximum of \$500.00. The application and License fee for a TNC is \$500.00.

Narrative: Please attach a general statement of information you would like considered with your application and include information as to the need in the community for your Ride Service Company.

Financial Responsibility: VFH Companies, please attach proof of liability insurance in the amount of at least \$300,000.00 dollars for each occurrence (if such insurance contains a general aggregate limit, it must no less than two times the occurrence limit) which lists the City as an additional insured. Both TNC's and VFH companies must also maintain automobile insurance with coverage amounts equal to or exceeding those set under SDCL 32-40-9.

Dated this 1st Day of October, 2024.

Dustin Feistner

Applicant

By: Dustin Feistner

-----FOR OFFICIAL USE ONLY-----

The within application received on the 2nd day of October, 2024.

Cindy Roth

Finance Office

ACTION OF CITY COUNCIL

The within application for a License in the City of Mitchell was presented to the City Council on the _____ day of _____, 20____.

Motion by the City Council was as follows:

Dated this _____ day of _____, 20_____.

Mayor

Attest:

(seal)

Finance Office

Rev. 11/5/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2024

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 BEUKELMAN & ASSOCIATES INC 708 N SANBORN BLVD, MITCHELL, SD 57301		CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United Financial Casualty Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Dustin Feistner
3400 E 11th St #208
Sioux Falls, SD 57103

NAIC #
11770

COVERAGES

CERTIFICATE NUMBER: 138750769261842303D100224T160413

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	987560259	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N 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	See ACORD 101 for additional coverage details.	Y	N	987560259	10/01/2024	10/01/2025	\$

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

CERTIFICATE HOLDER

City of Mitchell
612 N Main St
Mitchell, SD 57301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

March 8, 2023

Speedy Taxi LLC
c/o Dustin Feistner
1001 S Burr St
Mitchell, SD 57301

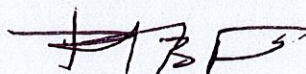
NOTICE OF REVOCATION AND HEARING

Mr. Feistner,

It has come to my attention that you were arrested for possession of a controlled substance on March 7, 2023. During the course of that investigation, you told Mitchell police officers that you were using methamphetamine on a daily basis. Due to the nature of operating a taxi and taxi business, the regular use of methamphetamine poses an undue risk to public safety both for your patrons and every other person in the Mitchell area. There can be no greater risk to public safety created by a ride service company than a driver who operates their vehicle while intoxicated and puts the lives of patrons and the public in jeopardy. Because of the addictive nature of that substance and the recency of the conduct, it is not appropriate to put the public at risk of you operating the taxi while intoxicated.

Due to this undue risk to public safety, I do hereby revoke the ride service license which was issued to Speedy Taxi LLC on December 19, 2022 for calendar year 2023. Per the request of the city council, this matter will also be scheduled for a hearing on March 20, 2023 at 6:00 PM in City Hall Council Chambers at 612 N Main St. The city council will hear testimony for or against the revocation of the Speedy Taxi LLC ride service license and make a final determination on whether the license will remain revoked or if it will be reinstated. Please provide any materials that you wish to be presented to council to the City Attorney no later than March 14, 2023 at 5:00 PM.

Signed,


Robert B. Everson

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:	March 20, 2023	Requested By:	Justin Johnson
Desired Action of City Council:	Revoke license or override Mayor's revocation		
Amount Budgeted in current fiscal year for this item (if applicable):	n/a		
Agenda Item:	Hearing and Action on Revocation of Ride Service License of Speedy Taxi LLC		
Explanation/Background of Agenda Item Requested:	The Mayor revoked the license of Speedy Taxi LLC on March 8, 2023 due to concerns of public safety stemming from owner and operator, Dustin Feistner, being arrested for drug related offenses and admitting to using methamphetamine on a daily basis during the course of such investigation. Pursuant to city code, the council may hear appeals on the Mayor's revocation and either confirm the revocation or overrule it.		

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

**March 20, 2023
6:00 P.M.**

PRESENT: Dan Allen, Marty Barington, John Doescher, Kevin McCardle, Steve Rice,
Dan Sabers, Susan Tjarks

ABSENT: Jeffrey Smith

PRESIDING: Mayor Bob Everson

AGENDA:

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

- a. City Council Minutes
 - 1. City Council March 6, 2023.
- b. Committee Reports
 - 1. Planning Commission February 27, 2023,
 - 2. Planning Commission March 13, 2023 (unsigned), and
 - 3. Park and Recreation February 9, 2023.
- c. Department Reports
 - 1. Sales Tax Collections (February),
 - 2. Finance (January/February),
 - 3. Building Permits (February),
 - 4. Police (February),
 - 5. Fire/EMS (February),
 - 6. Palace Transit (January/February),
 - 7. Water (February), and
 - 8. Airport (February).
- d. Automatic Supplements
 - 1. Park Fund-Sports Complexes in the amount of \$1,377.27 from a donation of funds.
 - 2. Park Fund-Recreation Center in the amount of \$18,260.00 from a donation of funds.
- e. Raffle Permit
 - 1. VFW Post 2750 with the drawing to be held on December 12, 2023.
- f. Special Event Permit for 301 Rodz-Outcasts Car Show on Saturday, September 23, 2023.
- g. Set date of April 3, 2023 for hearing
 - 1. On the application to transfer RL-5766 Retail (on sale) Liquor License from MG Oil Company dba Village Bowl, 1500 N Duff Street to MG Oil Company dba Village Bowl, 1500 N Duff Street to include Suite 7(G)
 - 2. On the application to transfer RL-5759 Retail (on sale) Liquor License from MG Oil

Company dba Village Bowl 7, 1500 N Duff Street to MG Oil Company dba Village Bowl 2, 1500 N Duff Street

3. On the application to transfer RB-2828 Retail (on-off sale) Malt Beverage & SD Farm Wine License from MG Oil Company dba Village Bowl 2, 1500 N Duff Street to MG Oil Company dba Jokerz Casino Mitchell, 716 N Rowley, Suite B

h. Pay Estimates March 20, 2023

Pay Estimate #6 in the amount of \$8,666.66 for Mitchell Airport Snow Removal #2019-53R2 contracted to Quality Cut Lawn & Snow

Pay Estimate #6A in the amount of \$10,000.00 for Mitchell Airport Snow Removal #2019-53R2 contracted to Quality Cut Lawn & Snow

Pay Estimate #24 in the amount of \$3,765.00 for Landfill Cell #4 Construction #2021-08 contracted to Helms & Associates,

Pay Estimate #6 in the amount of \$13,575.70 for Recycling Building #2021-30 contracted to Helms & Associates,

Pay Estimate #9 in the amount of \$139,454.99 for North Wastewater Improvements #2021-31 contracted to PKG Contracting,

Pay Estimate #24 in the amount of \$20,409.02 for North Wastewater Improvements #2021-31 contracted to HDR Engineering,

Pay Estimate #5 in the amount of \$12,987.50 for Spruce Street RR Crossing #2021-39 contracted to Brosz Engineering,

Pay Estimate #3 in the amount of \$1,395.00 for Wastewater Treatment Plant-South Phase II #2022-01 contracted to HDR Engineering,

Pay Estimate #8 in the amount of \$1,944.75 for 1st & Main/7th & Main Signals #2022-08 contracted to HR Green,

Pay Estimate #7 in the amount of \$7,500.43 for Water & Wastewater Fee Analysis #2022-22 contracted to HDR Engineering,

Pay Estimate #3 in the amount \$36,849.45 for 3rd & Main Streetscape #2022-26 contracted to McLaury Engineering,

Pay Estimate #2 in the amount of \$6,646.00 for Cadwell Park Crow's Nest & Shade Structure #2022-34 contracted to Ciavarella Design,

Pay Estimate #3 in the amount of \$9,000.00 for Recreation Center Replastering Pools #2022-35 contracted to Schemmer,

Pay Estimate #1 in the amount of \$1,438.55 for Canal Bridge #2022-36 contracted to SD Department of Transportation,

Pay Estimate #2 in the amount of \$68,708.78 for Recreation Center Fitness Room #2022-50 contracted to Mueller Lumber,

Pay Estimate #3 in the amount of \$6,375.00 for Jetty & Marina Bike Trail #2023-03 contracted to Brosz Engineering,

Pay Estimate #1 in the amount of \$9,601.00 for New Landfill Monitoring #2023-29 contracted to GeoTek Engineering,

Pay Estimate #3 in the amount of \$219.05 for 2022 Bridge Inspections contracted to SD Department of Transportation, and

Pay Estimate #22 in the amount of \$1,859.81 for AIP '28 Airport ALP/Master Plan contracted to Helms & Associates.

i. 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 FEBRUARY 19, 2023 – MARCH 4, 2023: City Council \$3,615.68, Mayor \$1,562.81, City Administrator \$5,942.50, Administrative Boards \$2,211.81, Attorney \$4,938.27, Finance \$13,096.08, Human Resources \$3,975.10, Municipal Building \$3,537.47, Information Technology \$3,015.52, Police \$72,702.12, Traffic \$4,668.20, Fire \$38,904.20, Street \$43,393.88, Public Works \$19,103.99, Cemetery \$5,057.05, Library \$17,532.45, Recreation & Aquatics \$6,103.07, Recreation Center \$16,085.19, Sports Complexes \$10,218.89, Parks \$12,914.42, Supervision \$6,081.69, E911 \$24,050.96, MVP \$532.12, Palace Transit \$29,174.00, JVCC \$1,532.42, Nutrition \$4,111.30 Water Distribution \$15,325.36, Sewer \$14,884.63, Airport \$4,152.17, Recycling Program \$6,741.43, Waste Collection \$8,067.10, Landfill \$11,392.20, Corn Palace \$21,100.77, Golf Course \$4,211.87, Emergency Medical Services \$35,223.22

NEW HIRES:

CORN PALACE: Nevaeh Gjerdahl-\$11.30

PALACE TRANSIT: Anna Ohara-\$20.30

SALARY ADJUSTMENTS:

CORN PALACE: Jeffery Hanson-\$30.160

FIRE: Andrew Shank-\$25.765

PALACE TRANSIT: Chad Mowry-\$20.815

POLICE: Austin Van Horn-\$28.343

STREET: Spencer James-\$22.692

TRAFFIC: Joshua Harvey-\$29.420

WARRANTS: A-Ox Welding Supply, Supplies-\$593.20; AFACME Council 65, Union Dues-\$529.20; Amazon Capital Services, Supplies-\$976.37; American Garage Door, Maintenance-\$742.96; Aqua-Pure, Supplies-\$1,012.50; Aramark, Supplies-\$244.71; AT&T Mobility, Utility-\$1,200.67; ATV Holdings, LLC dba Mitchell Telecom-\$2,743.47; Austin Resick, Travel-\$180.00; Avera Occupational Medicine, Physicals-\$1,299.00; Avera Queen of Peace Hospital, Supplies-\$107.82; B-Y Water District, February Usage-\$47,391.90; Baker & Taylor, Books-\$1,048.93; Bannwarth Trucking, Snow Removal-\$1,406.25; Big Daddy D's, Contract Services-\$4,077.40; Blackstone Publishing, Audiobooks-\$31.99; Blackstrap, Supplies-\$3,719.72; Blades Group, Supplies-\$2,356.00; Boyer Ford Trucks, Supplies-\$4,359.68; Brosz Engineering, 2021-39 P.E. #5-\$19,362.50; Buhl's Drycleaners & Linen, Supplies-\$112.50; Butler Machinery, Supplies-\$6,148.11; C&B Operations, Supplies-\$56.24; Cadwell Sanford Deibert & Garry, Indoor Pool-\$288.00; Carquest Auto Parts, Supplies-\$107.69; Center Point Large Print, Books-

\$94.08; Central Electric, Utilities-\$12,289.60; Century Link, Utilities-\$59.13; Chesterman, Supplies-\$3,119.96; CHS Farmers Alliance, Supplies-\$7,852.38; Ciavarella Design, 2022-34 P.E. #2-\$6,646.00; City of Brookings, Equipment-\$5,000.00; City of Mitchell, Utilities-\$15,960.15; Coborns, Contract Services-\$630.00; Core & Main, Supplies-\$59,911.91; Core-Mark Midcontinent, Supplies-\$9,237.27; Corn Palace, Supplies-\$14.75; Corporate Translation Service, Service-\$34.03; Corsica Stickney School District, Reg 5B Doubleheader Boys-\$4,732.45; County Fair, Contract Services-\$837.14; Culligan Water Mitchell, Supplies-\$50.00; Dak Tech, Equipment-\$1,730.00; Dakota Custom Turf, Equipment-\$25,500.00; Dakota Data Shred, Shredding Services-\$65.06; Dakota Fluid Power, Supplies-\$751.61; Dakota Pump, Supplies-\$780.03; Darrington Water Conditioning, Rental-\$99.50; Davison Rural Water System, Utilities-\$84.35; Dean Knippling, Reimbursement-\$106.97; Demco, Supplies-\$171.43; Department of Agriculture, Solid Waste-\$1,936.32; Department of Social Services, Child Support-\$921.22; Dianne Way, Corn Palace Games-\$80.00; Dice Benefits Consulting, Administration Fees-\$1,014.00; Dick's Towing, Vehicle Towing-\$298.00; Dimock Dairy, Supplies-\$253.50; DLT Solutions, Subscription-\$4,930.20; Dakota Wesleyan University Women's Basketball, Youth Basketball Tournament-\$1,275.00; Forum Communications, Advertising-\$662.08; Galls, Supplies-\$483.84; Gaylen's Gourmet Popcorn, Supplies-\$986.40; Geotek Engineering, 2023-29 P.E. #1-\$9,601.00; Grainger, Supplies-\$250.06; Harve's Sport Shop, Supplies-\$28.31; HDR Engineering, 2021-31 P.E. #24-\$29,304.45; Helms and Associates, 2021-30 P.E. #6-\$19,200.51; Henry Schein, Supplies-\$345.60; Howes Oil, Supplies-\$20,279.94; HR Green, 2022-8 P.E. #8-\$1,944.75; IACP Membership, Membership-\$190.00; Ican, Advertising-\$750.00; Ingram Library Services, Books-\$1,771.71; Intellipro Security, Maintenance-\$694.75; Interstate Office Products, Supplies-\$375.27; Ipma-HR, Supplies-\$715.00; Johnson Controls, Contract Services-\$4,537.22; Jones, Supplies-\$1,758.79; Justin Stoltenburg, Travel-\$180.00; Krohmer Plumbing, Supplies-\$86.73; Lakeview Veterinary Clinic, Supplies-\$1,042.95; Larry's I-90 Service, Service-\$1,464.67; Lawson Products, Supplies-\$167.55; Leighton Family Farms, Supplies-\$700.00; Lewis Family Drug, Supplies-\$19.98; Light & Siren, Repair-\$229.16; Lorang Grain, Snow Removal-\$3,000.00; Lori Schmidt, Corn Palace Games-\$80.00; Luke Ruml, Reimbursement-\$184.00; M&T Fire and Safety, Supplies-\$1,641.76; Make It Mine Designs, Supplies-\$15.00; McLaury Engineering, 2022-26 P.E. #3-\$36,849.45; McLeod's Printing, Supplies-\$184.50; Menard's, Supplies-\$302.85; Metcalf Archaeological Consulting, Survey-\$1,090.00; Midcontinent Communication, Advertising-\$1,899.00; Midwest Oil, Supplies-\$3,104.40; Midwest Turf & Irrigation, Supplies-\$2,387.23; Millennium Recycling, Single Stream Fee-\$1,816.85; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Convention & Visitors Bureau, March 2023 Funding-\$20,800.00; Mitchell Iron & Supply, Supplies-\$23.10; Mitchell Local 4166, Training-\$2,100.00; Mitchell Plumbing & Heating, Boiler Maintenance-\$166.63; Mitchell Power Equipment, Supplies-\$89.19; Mitchell School District, Utilities-\$1,791.32; Mitchell School District, Corn Palace Games-\$14,893.95; Mitchell United Way, United Way Deductions-\$224.50; Mitchell Wrestling, Corn Palace Games-\$5,220.15; Mount Vernon School District, Contract Services-\$139.50; Mueller Lumber, 2022-50 P.E. #2-\$68,708.78; Muth Electric, Maintenance-\$10,450.12; N-Able Solutions, Supplies-\$1.82; Napa Central, Supplies-\$309.63; National Tactical Officers, Travel/Training-\$14,000.00; Newman Signs, Parts-\$1,971.07; Northern Plains Fitness, Equipment-\$27,500.00; Northwestern Energy, Utilities-\$70,678.98; National Recreation and Park, Membership-\$180.00; O'Connor & Son Trucking, Snow Removal-\$5,750.00; Online

Computer Library Center, Subscription-\$378.90; One Source the Background, Background Checks-\$147.00; Overdrive, Books-\$865.39; Papa Murphy's Pizza, Pizzas-\$618.96; Pat Dockendorf, Corn Palace Games-\$80.00; Paulson Sheet Metal, Supplies-\$160.25; Pepsi Cola, Supplies-\$1,323.02; Peterbilt of Sioux Falls, Supplies-\$253.38; Pfeifer Implement, Service Charge-\$3.08; Pioneer Research, Supplies-\$200.29; Pkg Contracting, 2021-31 P.E. #9-\$139,454.99; Powerphone, Training-\$4,179.00; Premier Equipment, Supplies-\$1,594.86; Pro-Tech Sales, Supplies-\$30,611.00; Qualified Presort, Postage-\$261.90; Quality Cut Lawn & Tree Service, 2019-53R2 P.E. #6A-2022-\$18,666.66; Rockmount Research & Alloy, Supplies-\$2,785.71; Runnings Supply, Supplies-\$1,346.65; Ryland Devries, Reimbursement-\$40.00; S&M Printing, Supplies-\$95.25; Saga Communications of South Dakota, Advertising-\$813.00; Santel Communications, Utilities-\$106.16; Schemmer, 2022-35 P.E. #3-\$9,000.00; Schoenfelder Portables, Rental-\$300.00; Scott Supply, Supplies-\$5.41; South Dakota Department of Public Safety, Service Contract-\$2,108.00; South Dakota Department of Public Safety, Maintenance-\$290.00; South Dakota Department of Transportation, 2022 Bridge #3-\$1,657.60; South Dakota Federal Property, Supplies-\$503.00; South Dakota Public Assurance Alliance, Mobile Equipment-\$138.41; South Dakota Retirement System, Retirement Contributions-\$59,555.46; South Dakota Sheriff's Association, Conference Registration-\$230.00; South Dakota Supplemental Retirement, Supplemental Retirement-\$3,494.80; South Dakota Supplemental Roth 457, Roth 457 Contributions-\$1,158.50; Sherwin-Williams, Supplies-\$192.97; Sign Solutions, Supplies-\$364.13; Sirchie Acquisition, Supplies-\$440.90; South Dakota 811, Locations-\$16.80; Stan Houston Equipment, Supplies-\$107.40; Standard Insurance, Life Insurance-\$428.09; Staples, Supplies-\$243.36; Sterling Codifiers/America, Publishing-\$2,275.00; Steve Norgaard, Fundraising-275.00; Streicher's-Minneapolis, Supplies-\$837.00; Sturdevants Auto Value Mitchell, Supplies-\$4,370.77; Subway, Meals-\$39.95; Sun Gold Sports, Supplies-\$40.00; Teamsters Local No. 120, Union Dues-\$1,671.00; Tessier's, Maintenance-\$397.54; The Dugout, Contract Services-\$756.00; The Fire Group, Maintenance-\$1,010.00; Thomson Reuters - West, Online Subscription-\$777.48; Thune True Value & Appliance, Service Call-\$157.84; TMA Stores, Repair-\$56.34; Todd O. Brueske Construction, Supplies-\$7,500.00; Transource, Supplies-\$197.96; Trizetto Provider Solution, Professional Service-\$81.80; Velma Wagner, Ambulance. Refund-\$173.17; Verizon Wireless, Utilities-\$1,035.52; Vern Eide Chevrolet Buick, Repair-\$673.65; Vern Eide Ford Lincoln, 2020 Ford F-150 Truck-\$38,500.00; Walmart/Capital One, Supplies-\$70.85; Wheelco Brake & Supply, Supplies-\$37.69; Wholesale Electronics, Finance Charge-\$0.13; Wameworks, \$12,714.61; Wellmark, Administration, Prescription, Medical-\$190,235.92; Ellwein Brothers, Supplies-\$792.00.

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

CITIZENS INPUT:

Bill Middendorp of the Salvation Army stated he is looking into the possibility of a homeless shelter in the City of Mitchell.

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of Jay Schreurs for a variance for a combination of attached and detached accessory buildings of 2,704 square feet vs 2,000 square feet to build a new detached accessory building of 1,920 square feet located at 1800 Charles Avenue, legally described as Lots 8 & 9, Block 5 of Woods First 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 Allen, seconded by Sabers, to approve said application. Motion carried.

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

HEARING:

City Attorney Justin Johnson reviewed the facts on the revocation of the Ride Service License of Speedy Taxi LLC. Dustin Feistner, operator of Speedy Taxi, was in attendance and spoke regarding the revocation of the license. Moved by McCardle, seconded by Allen, to uphold the revocation of the ride service license for Speedy Taxi LLC. Roll Call vote-Members present voting aye: Allen, Barington, Doescher, McCardle, Rice, Sabers, Tjarks. Members present voting nay: none. Motion carried.

CONSIDER APPROVAL:

Moved by Tjarks, seconded by Rice, to approve a request for a fifteen minute loading and unloading sign west of the Chamber building within the City parking lot. Motion carried.

Moved by Allen, seconded by Sabers, to approve the Release of Easement on the adjoining property line of Lots 10 and 11, Tract J, Wild Oak Golf Club Addition. Motion carried

Moved by Tjarks, seconded by Allen, to postpone the approval of Agreement #A2023-10, 2nd & 4th Main Street Streetscape Project #2023-21 with McLaury Engineering. Motion carried.

Moved by Rice, seconded by McCardle, to approve Agreement #A2023-11, Section 5310 ARPA Grant Funding Agreement for Palace Transit. Motion carried.

Moved by Rice, seconded by Tjarks, to approve Agreement #A2023-12, Axon Fleet Equipment, Storage, and Support Agreement. Motion carried.

HEARING:

A public hearing was held for the Mitchell Water Storage and Distribution System Project. The City is seeking up to \$16,000,000.00 from the DWSRF program. The expected loan term for the Drinking Water SRF loan is 1.875% for 30 years. Public Works Director Joe Schroeder

discussed the proposed project, the proposed financing, and the source of repayment for the loan. There were no comments from the public.

RESOLUTIONS:

Moved by Tjarks, seconded by Barington, to approve Resolution #R2023-14, Authorizing an Application for Financial Assistance, as follows:

RESOLUTION NO. #R2023-14

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

WHEREAS, the City of Mitchell (the "City") has determined it is necessary to proceed with improvements to the city's water storage and distribution system (the "Project"); and

WHEREAS, the City has determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Board of Water and Natural Resources (the "Board") 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 \$16,000,000 to the South Dakota Board of Water and Natural Resources for the Project.
2. The Mayor is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Motion carried and resolution declared duly adopted.

Moved by Barington, seconded by McCardle, to approve Resolution #R2023-15, Authorize an Application with the National Parks Service for an LWCF Grant for Hitchcock Park Pickleball Complex Project #2023-14, as follows:

RESOLUTION #R2023-15

WHEREAS, the United States of America and the State of South Dakota have authorized the making of grants from the Land and Water Conservation Fund (LWCF) to public bodies to aid in financing the acquisition and/or construction of specific public outdoor recreations projects:

NOW, THEREFORE BE IT RESOLVED:

1. That **Mayor Robert B. Everson, Jr** is hereby authorized to execute and file an application on behalf of the **City of Mitchell** with the National Park Service, U.S. Department of the Interior, through the State of South Dakota, Department of Game, Fish and Parks, Division of Parks and Recreation, for an LWCF grant to aid in financing the **Hitchcock Park Pickleball Complex Project** for the **City of Mitchell**, South Dakota and its Environs.
2. That **Michelle Bathke**, Municipal Finance Officer, is hereby authorized and directed to furnish such information as the above mentioned federal and/or state agencies may reasonably request in connection with the application which is hereby authorized to be filed.
3. That the **City of Mitchell** shall provide a minimum of 50% of the total cost of the project; and will assume all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the facility.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Rice, to approve Resolution #R2023-16, Vacation of a Public Right-of-Way in the 1900 and 2000 Block of West 8th Avenue, as follows:

RESOLUTION #R2023-16

WHEREAS, The petitions and consent in writing of TKKlingaman LLC, a South Dakota limited liability company, owner of Lots One through Twelve (1-12) inclusive, Block Four (4), Original Plat of Home Park in the Northeast Quarter (NE ¼) of Section Twenty (20), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., Davison County, South Dakota and Jeffrey R. DelFavero and Denise DelFavero, husband and wife, owner of Lots One through Twelve (1-12) inclusive, Block Five (5), Original Plat of Home Park in the Northeast Quarter (NE ¼) of Section Twenty (20), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., Davison County, South Dakota respectfully in due and proper for, are requesting the Governing Body of the City of Mitchell to vacate the street and ally right-of way described as set forth below pursuant to the statues in such cases made, and provided, particularly SDCL 9-45-7, et. Sep and petitioners respectfully show and represent the following:

That portion of dedicated street running north and south platted between Blocks Four (4) and Five (5), Original Plat of Home Park in the Northeast Quarter (NE ¼) of Section Twenty (20), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., Davison County, South Dakota and,

That portion alley platted running east and west through the center of Lots One through Twelve (1-12) inclusive, Block Four (4), Original Plat of Home Park in the Northeast Quarter (NE ¼) of Section Twenty (20), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., Davison County, South Dakota.

WHEREAS, such property is located west of the City of Mitchell and outside the city limits but is within its extra territorial jurisdiction as defined by SDCL 11-6-10, all as more particularly set forth on the original plat and survey, true copies of which are attached to the Petition on file with the City Finance Officer.

WHEREAS, the petition was presented to the City Council of Mitchell, South Dakota, in a regular meeting assembled on the 20th day of March, 2023.

WHEREAS, this council did thereupon consider said petition and did find that said Petition and Consent in writing requesting and consenting to the vacation of said street and alley was signed by all the owners of property abutting the street and ally sought to be vacated; and,

WHEREAS, this Council did, by proper motion, made, seconded and carried in regular meeting assembled on the 20th day of March, 2023 deem it proper that the matter be proceeded with and did order that the said Petition be filed with the City Finance Officer and did order said Finance Officer to give notice of a hearing thereon, by publication, as required by law, that said Petition had been filed and that the same would be heard and considered by the Governing Body of the City on the 20th day of March, 2023 at 6:00 PM. In the Chambers of the City Council of the City of Mitchell Davison County South Dakota;

WHEREAS, said Council did meet to consider and hear said Petition on the 20th day of March, 2023 at the time and place specified in said Notice, and that the said Petition was duly heard and considered by this Council, the Petitioners and consideration of those objecting were heard by Council were presented in regards to said Petition, writing or otherwise; and,

WHEREAS, this Council having duly heard and considered said Petition finds:

1. That due notice of the hearing of said Petition was given by the City Finance Officer by publication of a Notice thereof in the form prescribed by law in the *Mitchell Republic*, a newspaper, printed and published in the City of Mitchell, South Dakota, for two (2) successive weeks, to-wit: March 1 and 8, 2023.
2. That the Petitioners are the sole owners of all of the property abutting the street and alley right-of-way requested to be vacated and have requested that the said alley and street right -of-way be vacated. Said owners having consented in writing to the

vacation of the said street and alley and which consent is made part of the said Petition.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, South Dakota, in a regular meeting, on the 20th day of March, 2023 that street right of way identified as portion alley platted running east and west through the center of Lots One through Twelve (1-12) inclusive, Block Four (4), Original Plat of Home Park in the Northeast Quarter (NE ¼) of Section Twenty (20), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., Davison County, South Dakota located within the real property owned by TKKlingaman LLC is hereby vacated.

BE IT FURTHER RESOLVED by the City Council of the City of Mitchell, South Dakota, in a regular meeting, on the 20th day of March, 2023 that street right of way identified as portion of dedicated road running north and south platted between Blocks Four (4) and Five (5), Original Plat of Home Park in the Northeast Quarter (NE ¼) of Section Twenty (20), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., Davison County, South Dakota located within the real property owned by TKKlingaman LLC and Jeffrey R. DelFavero and Denise DelFavero is hereby NOT vacated.

BE IT FURTHER RESOLVED the above actions are subject to Davison County Commission passing a resolution vacating the same rights of way.

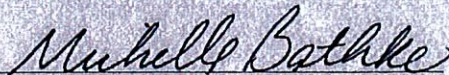
Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Allen, seconded by Barington, to place Ordinance #O2023-02, Supplemental Appropriations on first reading. Motion carried.

ADJOURN:

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


Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

CITY OF MITCHELL, SOUTH DAKOTA
APPLICATION FOR RIDE SERVICE COMPANY LICENSE

Is this application for a: NEW LICENSE _____ RENEWAL X
Is the applicant a: TNC _____ VFHC X

Speedy Taxi LLC 1001 S Burr St Mitchell, SD 57301
Company Name In Full Company Address

Manager(s):

Dustin Feister 1001 S Burr St Mitchell, SD 57301
Name In Full Address

dustyfeister1998@gmail.com (605) 630-6712
Email Phone#

Owner(s) (if natural person):

Dustin Feister (Physical) (Mailing) PO Box 853
1001 S Burr St Mitchell, SD 57301
Name In Full Address

dustyfeister1998@gmail.com (605) 630-6712
Email Phone #

Previous experience in providing Ride Services:

Speedy Taxi 2017, 2018, 2022

Number of vehicles in fleet for VFHC: 2

Note: VFHCs must identify their fleet vehicles. If more than 5, attach a separate document.

	Make	Year	Model	Serial No.	License No.	Seat Capacity
①	Toyota	2012	Sienna	5TDKK3DC	8CS235103	
					05661 C	7
②	Toyota	2022	Prius	JTDL9MFU	0N3032666	
					01210 C	5

Application Fee: The application and License fee for a VFHC is \$100.00 plus \$50.00 for each additional vehicle in the fleet over 1, with a maximum of \$500.00. The application and License fee for a TNC is \$500.00.

Narrative: Please attach a general statement of information you would like considered with your application and include information as to the need in the community for your Ride Service Company.

Financial Responsibility: VFH Companies, please attach proof of liability insurance in the amount of at least \$300,000.00 dollars for each occurrence (if such insurance contains a general aggregate limit, it must no less than two times the occurrence limit) which lists the City as an additional insured. Both TNC's and VFH companies must also maintain automobile insurance with coverage amounts equal to or exceeding those set under SDCL 32-40-9.

Dated this 17th Day of November, 20 22.


Applicant

By: _____

-----FOR OFFICIAL USE ONLY-----

The within application received on the 17th day of November, 20 22.


Finance Office

ACTION OF CITY COUNCIL

The within application for a License in the City of Mitchell was presented to the City Council on the 19th day of December, 20 22.

Motion by the City Council was as follows:

Moved by Allen, Seconded by Rice to approve
the items on the Consent agenda.

Dated this 27th day of January, 20 23.


Mayor

Attest:

(seal)


Finance Office

FAX

To: Cindy

Company:

Fax: 6059958054

Phone:

From: Progressive Insurance

Fax:

Phone:

E-mail: progressivecommercial@email.progressive.com

NOTES:

CITY OF MITCHELL SD

REC#: 00262993 12/29/2022 1:14 PM
OPER: UT TERM: 008
REF#: SPEEDY TAX
PAID BY: SPEEDY TAX - RENEWAL

TRAN: 115.0000 LICENSES/PERMITS
LICENSES & PERMITS 150.00CR

TENDERED: 150.00 MONEY ORDER
APPLIED: 150.00-

CHANGE: 0.00

Date and time of transmission: Monday, December 12, 2022 11:52:04 AM
Number of pages including this cover sheet: 03

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

December 19, 2022

6:00 P.M.

PRESENT: Dan Allen, Marty Barington, John Doescher, Kevin McCardle, Steve Rice,
Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT:

PRESIDING: Mayor Bob Everson

AGENDA:

Moved by Allen, seconded by Rice, to approve the following items on the consent agenda:

- a. City Council Minutes
 - 1. City Council December 5, 2022.
- b. Committee Reports
 - 1. Planning Commission November 28, 2022 and
 - 2. Community Services Board December 8, 2022.
- c. Department Reports
 - 1. Sales Tax Collections and Update (November),
 - 2. Finance (November),
 - 3. Building Permits (November),
 - 4. Police (November),
 - 5. Fire/EMS (November),
 - 6. Code Enforcement (November),
 - 7. Palace Transit (October)
 - 8. Water (November), and
 - 9. Airport (November).
- d. Amendments to the 2023 City Personnel and Procedures Manual
- e. 2023 Vehicle for Hire Company Application
 - 1. Speedy Taxi
- f. Automatic Supplement to General Fund-Police in the amount of \$2,000.00 from grant funds.
- g. Automatic Supplement to Parks-Sports Complex in the amount of \$323.77 from a donation.
- h. Automatic Supplement to Community Services-Palace Transit in the amount of \$10,950.00 from grant funds.
- i. Raffle Permits
 - 1. Lifesteak-Dancing for Dreams with the drawing to be held on March 24, 2023 and
 - 2. Mitchell Lions Club with the drawing to be held on April 22, 2023.
- j. Declare surplus 2012 Horton Ambulance for trade-in.

- k. Change Order #2 for 9th and 5th Avenue Project #2021-07 decreasing the contract amount by \$31,937.27 to Menning Excavating, adjust contract amount to \$2,677,673.94.
- l. Set Date of January 3, 2023 for hearing
1. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at the Masonic Hall for January 7, 2023 for a Corn Hole Tournament and
 2. On the application to transfer RL-5757 Retail (on-sale) Liquor License from Austen LLC dba Corn Palace Inn, 1001 South Burr Street to HiWings LLC, 40580 250th Street.
- m. Pay Estimates December 19, 2022
- Pay Estimate #9-Final in the amount of \$234,829.24 for East Central Drainage Phase II #2019-39 contracted to First Rate Excavation,
- Pay Estimate #2 in the amount of \$15,000.00 for East Central Drainage-Admin #2019-39 contracted to Planning and Development District III,
- Pay Estimate #12 in the amount of \$24,219.00 for Sunnyside/University Storm Water Study #2020-08 contracted to McLaury Engineering,
- Pay Estimate #17 in the amount of \$492.50 for Foster Street Bridge #2021-02 contracted to Brosz Engineering,
- Pay Estimate #9 in the amount of \$3,662.00 for Concrete Bid-Schedule A #2021-04 contracted to Top Grade Concrete,
- Pay Estimate #7 in the amount of \$5,597.50 for 9th & 5th Reconstruction #2021-07 contracted to Brosz Engineering,
- Pay Estimate #18 in the amount of \$1,037.50 for 9th & 5th Reconstruction #2021-07 contracted to McLaury Engineering,
- Pay Estimate #6 in the amount of \$94,627.08 for 9th & 5th Reconstruction #2021-07 contracted to Menning Excavating,
- Pay Estimate #21 in the amount of \$45,333.69 for Landfill Cell #4 Construction #2021-08 contracted to Helms & Associates,
- Pay Estimate #2-7 in the amount of \$22,227.31 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering,
- Pay Estimate #21 in the amount of \$46,139.72 for North Wastewater Improvements #2021-31 contracted to HDR Engineering,
- Pay Estimate #6 in the amount of \$723,683.45 for North Wastewater Improvements #2021-31 contracted to PKG Contracting,
- Pay Estimate #4 in the amount of \$5,880.00 for Water & Wastewater Fee Analysis #2022-22 contracted to HDR Engineering,
- Pay Estimate #2 in the amount of \$29,541.00 for 3rd & Main Streetscape #2022-26 contracted to McLaury Engineering,
- Pay Estimate #5 in the amount of \$1,386.00 for Old Landfill Monitoring #2022-28 contracted to GeoTek Engineering,
- Pay Estimate #6 in the amount of \$2,275.00 for New Landfill Monitoring #2022-29 contracted to GeoTek Engineering, and
- Pay Estimate #1 in the amount of \$8,917.50 for Jetty & Marina Bike Trail #2023-03 contracted to Brosz Engineering.
- 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 NOVEMBER 27, 2022 – DECEMBER 10, 2022: City Council \$3,411.04, Mayor \$1,474.35, City Administrator \$5,536.92, Administrative Boards \$2,060.88, Attorney \$4,601.23, Finance \$12,745.46, Human Resources \$3,710.93, Municipal Building \$3,139.60, Information Technology \$2,844.80, Police \$70,857.38, Traffic \$4,454.37, Fire \$33,652.00, Street \$30,265.23, Public Works \$17,488.28, Cemetery \$5,514.72, Animal Control \$489.02, Library \$16,701.33, Recreation & Aquatics \$6,661.71, Recreation Center \$14,926.05, Sports Complexes \$10,885.16, Parks \$12,038.88, Supervision \$5,666.66, E911 \$19,511.28, MVP \$499.67, Palace Transit \$27,392.23, JVCC \$1,397.16, Nutrition \$3,981.51, Water Distribution \$12,471.20, Sewer \$15,836.24, Airport \$3,505.15, Recycling Program \$6,411.14, Waste Collection \$6,906.18, Landfill \$9,697.29, Corn Palace \$18,215.20, Golf Course \$3,427.94, Emergency Medical Services \$29,542.23.

NEW HIRES:

CORN PALACE: Kassedy Knippling-\$9.95, Brayden Reindl-\$9.95, Brenden Wantoch-\$10.45

SPORTS COMPLEXES: Hudson Haley-\$9.95

SALARY ADJUSTMENTS:

AIRPORT: Michael Scherschlight-\$33.826

CORN PALACE: Gary Walton-\$24.239

PALACE TRANSIT: Chad Mowry-\$19.394

POLICE: Seth VanDen Hoek-\$26.409

STREET: Jeffrey Hurt-\$25.152

WARRANTS: 3D Security, Monitoring-\$600.00; A&B Business Solutions, Contract-\$4,087.28; A-Ox Welding Supply, Supplies-\$164.18; AAA Lawn Care and Maintenance, Maintenance-\$650.00; Adamo Properties, Improvements-\$3,140.70; AFLAC, AFLAC Withholding-\$10,156.82; Aflac Group, Critical Care-\$551.70; AFSCME Council 65, Union Dues-\$511.51; Amazon Capital Services, Supplies-\$1,452.62; American Garage Door, Supplies-\$300.00; Aramark, Supplies-\$244.10; AT&T Mobility, Utilities-\$657.68; AT&T Mobility, Utilities-\$1,373.51; ATV Holdings, LLC dba Mitchell Telecom, Utilities-\$5,639.99; Avera Occupational Medicine, Screenings-\$5,325.00; B-Y Water District, Utilities-\$48,831.00; Baker & Taylor, Books-\$286.43; Barr Engineering, 2021-20 P.E. #PH2-7-\$22,227.31; Beacon Athletics, Supplies-\$607.00; Ben Vanden Hoek, Travel-\$209.84; Bender's Sewer Cleaning, Maintenance-\$3,190.00; Big Daddy D's, Contract Services-\$1,908.20; Blackstone Publishing, Audiobooks-\$93.55; Bound Tree Medical, Supplies-\$214.90; Brad Buysse, Reimbursement-\$121.76; Brosz Engineering, 2021-2 P.E. #17-\$15,007.50; Buhl's Drycleaners & Linen, Service-\$65.00; Butler Machinery, Supplies-\$13,502.88; C&B Operations, Supplies-\$1,250.66; Cadwell Sanford Deibert & Garry, Estate-\$3,957.75; Cengage Learning Inc/Gale, Books-\$490.23; Central

Electric, Monthly Service-\$7,602.08; Century Link, Utilities-\$57.36; CHS Farmers Alliance, Supplies-\$5,661.35; Cindy Roth, Reimbursement-\$235.34; City of Mitchell, Utilities-\$17,820.70; City of Mitchell, Golf Course Deductions-\$1,625.72; City of Mitchell, Recreation Deductions-\$2,065.40; City of Mitchell, Bid Tax-\$6.00; Climate Systems, Repair-\$4,996.65; Coborns, Contract Services-\$504.00; Commercial Asphalt/Spencer, Supplies-\$13,052.99; Core & Main, Repairs-\$783.49; Core-Mark Midcontinent, Supplies-\$1,780.98; Corporate Translation Service, Translation Service-\$8.83; County Fair, Contract Services-\$766.50; Culligan Water Mitchell, Professional Service-\$50.00; Dakota Supply Group, Supplies-\$441.61; Darleen Higgins, Refund-\$60.00; Darrington Water Conditioning, Rental-\$80.45; David Sarne, Reimbursement-\$109.99; Davison Rural Water Systems, Utilities-\$82.50; Dean Knippling, Travel-\$230.00; Delta Dental Plan of South Dakota, Dental Insurance-\$14,524.62; Department of Agriculture, Solid Waste Surcharge-\$2,454.62; Department of Social Services, Child Support-\$602.30; Dice Benefits Consulting, Administration Fees-\$501.00; Diesel Laptops, Supplies-\$2,276.86; Direct Digital Control, Repairs-\$187.50; Eurofins Environment Testing, Labs-\$2,149.00; Fedex, Postage-\$17.33; First Rate Excavate, 2019-39 P.E. #9 Final-\$234,829.24; Gaylen's Gourmet Popcorn, Supplies-\$909.60; Geotek Engineering, 2022-28 P.E. #5-\$3,661.00; Grainger, Supplies-\$190.20; Harlow's Bus Sales, Supplies-\$750.07; Hawkins, Chemicals-\$623.50; HDR Engineering, 2021-31 P.E. #21-\$52,019.72; Helms and Associates, 2021-8 P.E. #21-\$45,333.69; Henry Schein, Supplies-\$92.70; Houston Engineering, Improvements-\$668.00; ICAN, Advertising-\$750.00; Ingram Library Services, Books-\$738.75; Innovative Office Solution, Supplies-\$128.09; Interstate Glass & Door, Repairs-\$859.23; Interstate Office Products, Supplies-\$49.26; Iverson Chrysler Center, Rental-\$69.95; Jason Dicus, Reimbursement-\$53.10; JD Concrete Products, Supplies-\$432.00; Jeff Hurt, Reimbursement-\$179.95; John Hegg, Reimbursement-\$45.97; Jones Supplies, Supplies-\$852.45; Kevin Roth, Supplies-\$78.75; Krohmer Plumbing, Maintenance-\$693.52; L.O. Imijri, Supplies-\$145.00; Lakeview Veterinary Clinic, Service Dog-\$1,202.18; Larry's I-90 Service, Supplies-\$1,083.32; Lawson Products, Supplies-\$904.47; Lookout Books, Books-\$223.57; M&T Fire and Safety, Supplies-\$690.00; Make it Mine Designs, Uniforms-\$817.66; McLaury Engineering, 2020-8 P.E. #2-\$54,797.50; McLeod's Printing, Supplies-\$279.42; Mega Wash, Car Wash-\$10.00; Menard's, Supplies-\$2,354.78; Menning Excavating, 2021-7 P.E. #6-\$94,627.08; Michael Todd & Company, Supplies-\$93.86; Michaels Fence & Supply, Supplies-\$287.28; Microsoft, Online Services-\$910.00; Mid States Audio, Supplies-\$2,003.35; Midcontinent Communication, Advertising-\$1,580.00; Midwest Fire & Safety, Inspection-\$323.50; Midwest Laboratories, Lake Testing-\$173.00; Midwest Oil, Supplies-\$674.25; Miner County Auditor, Alcohol Compliance-\$74.79; Miscellaneous Vendor, Bryant, George Refund-\$185.57; Mitchell Concrete Product, Supplies-\$2,362.50; Mitchell Convention & Visitors Bureau, 2022 Funding-December-\$21,200.00; Mitchell Iron & Supply, Supplies-\$80.99; Mitchell Main Street and Beyond, 5th & Main Streetscape-\$9,900.00; Mitchell School District, Utilities-\$1,750.56; Mitchell United Way, United Way Deductions-\$259.50; Mount Vernon School District, Contract Services-\$143.25; Mueller Lumber, Maintenance-\$1,803.43; N-Able Solutions, Backup & Recovery-\$235.49; Napa Central, Supplies-\$88.89; Nate Hegg, Reimbursement-\$350.00; Nathan Whartman, Water Hookup Fee Returned-\$50.00; Northwestern Energy, Utilities-\$58,460.41; Northwestern Energy, Improvements-\$2,697.13; O'Reilly Automotive, Supplies-\$72.56; One Source the Background, Background Checks-\$357.00; Overdrive, Ebooks-\$1,489.94; Overtime, Contract Services-\$2,516.00; Paulson Sheet Metal, Maintenance-\$183.75; PDG Creative, Card Printing-\$587.00;

Penworthy, Books-\$1,031.28; Pkg Contracting, 2021-31 P.E. #6-\$723,683.45; Planning & Development District .III, 2019-39 P.E. #2-\$15,000.00; Premier Pest Control, Pest Control-\$425.00; Pro-Tech Sales, Supplies-\$8,552.75; Qualified Presort, Postage-\$287.90; R&R Specialties, Supplies-\$327.00; Rosenbauer Motors, Repairs-\$236.26; Rosenbauer South Dakota, Repairs-\$1,406.06; Runnings Supply, Supplies-\$2,120.96; S&M Printing, Supplies-\$113.00; Saga Communications of South Dakota, Advertising-\$636.00; Sanford USD Medical Center, Travel-\$4,900.00; Santel Communications, Utilities-\$106.16; Schoenfelder Portables, Rentals-\$300.00; Scott Supply, Supplies-\$218.65; South Dakota Newspaper Services, Advertising-\$363.28; South Dakota Redbook Fund, Subscription-\$299.05; South Dakota Retirement System, Retirement Contributions-\$53,176.34; South Dakota Supplemental Retirement, Supplemental Retirement-\$3,574.80; South Dakota Supplemental Roth 457, Roth 457 Contributions-\$1,158.50; Shirley Bender, Refund-\$60.00; Sign Pro, Supplies-\$117.00; Siteone Landscape Supply, Supplies-\$931.58; Smart Apple Media, Books-\$143.73; South Dakota 811, Message Fees-\$151.20; Stan Houston Equipment, Supplies-\$2,875.00; Standard Insurance, Life Insurance-\$2,500.22; Staples, Supplies-\$462.47; Stryker Sales, Supplies-\$454.75; Sturdevants Auto Value Mitchell, Supplies-\$1,595.18; Subway, Meals-\$39.95; Summit Safety, LLC dba Hivis Supply, Supplies-\$1,310.51; Sun Gold Sports, Supplies-\$315.00; Tessier's, Supplies-\$317.20; The Dugout, Contract Services-\$918.00; Thomas L Price, Evaluations-\$2,400.00; Thomson Reuters – West, Subscription-\$777.48; Thune True Value & Appliances, Supplies-\$10.99; TK Electric, Repair-\$340.79; TMA Stores, Repair-\$87.20; Top Grade Concrete, 2021-4 P.E. #9-\$3,662.00; Tractor Supply Credit Plan, Supplies-\$59.52; Traditions Prepared Meals, Meals-\$4,426.75; Traf-Sys, Hosting Fee-\$240.00; Transource, Supplies-\$1,043.66; Trizetto Provider Solution, Professional Service-\$81.80; True North Steel, Supplies-\$2,135.82; Two Way Solutions, Supplies-\$39.99; United Rotary Brush, Supplies-\$1,190.85; UPS Store #4227, Postage-\$183.36; Verizon Wireless, Utilities-\$757.30; Vern Eide Chevrolet Buick, Towing-\$170.00; Walmart/Capital One, Supplies-\$1,254.33; Wheelco Brake & Supply, Supplies-\$1,518.54; Wholesale Electronics, Supplies-\$63.06; Wage Works, Expense Posing-\$4669.38; Wellmark of South Dakota, Administration, Prescription, Medical-\$171,746.56.

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

CITIZENS INPUT:

Mitchell resident, Reed Bender, spoke regarding Covid vaccinations.

CONSIDER APPROVAL:

Moved by Tjarks, seconded by Barington, to approve the 2021 International Fire Code. Motion carried.

Moved by McCardle, seconded by Smith, to award bid for Rock Salt Project #2023-27 off of the State of South Dakota Bid Contract #17706 with Blackstrap, Inc. in the amount of \$72.90 per ton. Motion carried.

Moved by Allen, seconded by Sabers, to approve Amendment #1 to Agreement #A2021-56, East Spruce Street Project with Brosz Engineering. Motion carried.

Moved by Tjarks, seconded by Rice, to approve Agreement #A2022-55, Review and Update the City's Classification and Compensation System with Condrey & Associates. Motion carried.

RESOLUTIONS:

Moved by Rice, seconded by Sabers, to adopt Resolution #R2022-78, Plat of Lot 1 of D. Odegaard's First Addition, as follows:

RESOLUTION #R2022-78

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 December, 2022; and

WHEREAS, it appears from an examination of the plat of LOT 1 OF D. ODEGAARDS' FIRST ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 5 IN FIALA'S ADDITION, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of LOT 1 OF D. ODEGAARDS' FIRST ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 5 IN FIALA'S ADDITION, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA as prepared by Paul J. Reiland, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Allen, to adopt Resolution #R2022-79, Plat of Lot 1-AA and 1-AB, a Subdivision of Lot 1-A of Prairieview Subdivision, as follows:

RESOLUTION #R2022-79

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 December, 2022; and

WHEREAS, it appears from an examination of the plat of LOTS 1-AA AND 1-AB, A SUBDIVISION OF LOT 1-A OF PRAIRIEVIEW SUBDIVISION, IN THE NE ¼ OF SECTION 16, 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 1-AA AND 1-AB, A SUBDIVISION OF LOT 1-A OF PRAIRIEVIEW SUBDIVISION, IN THE NE ¼ OF SECTION 16, 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.

Moved by Rice, seconded by Smith, to adopt Resolution #R2022-80, Plat of Lot 12 in Tract I, Wild Oak Golf Club Addition, as follows:

RESOLUTION #R2022-80

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 December, 2022; and

WHEREAS, it appears from an examination of the plat of LOT 12 IN TRACT I, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA as prepared by Nathan L. Jibben, 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 12 IN TRACT I, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA as prepared by Nathan L. Jibben, 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 Tjarks, to adopt Resolution #R2022-81, Annexation of Lot 14 of Fiala's Addition in the East ½ of the Northwest ¼ of Section 4, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2022-81

ANNEXATION OF THE LOT FOURTEEN (14) OF FIALA'S ADDITION IN THE EAST ONE-HALF OF THE NORTHWEST QUARTER (E ½ NEW ¼) OF SECTION FOUR (4),

**TOWNSHIP ONE HUNDRED THREE (103) NORTH, RANGE SIXTY (60) WEST OF
THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.**

WHEREAS, Robert Porter has petitioned to annex the real property legally described as Lot Fourteen (14) of Fiala's Addition in the East One-half of the Northwest Quarter (E 1/2 NW 1/4) of Section Four (4), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., Davison County, South Dakota

WHEREAS: Robert Porter is the sole owner and petitioners of the real property described in this resolution; and

WHEREAS: There are no registered voters residing on the real property and there are no persons residing on the said real property to be annexed; and

WHEREAS: there are no improvements on the real property; and

WHEREAS: the real property is contiguous to the corporate limits of the City of Mitchell, Davison County, South Dakota; and

WHEREAS: a visual depiction is hereto attached as an exhibit (Exhibit A).

NOW THEREFORE, be it resolved that in accordance with SDCL Chapter 9-4, the City Council of the City of Mitchell, Davison County South Dakota hereby annexes the above real property.

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Rice, to adopt Resolution #R2022-82, Contingency Transfers, as follows:

**RESOLUTION #R2022-82
CONTINGENCY TRANSFER**

WHEREAS, the City of Mitchell has included in the 2022 Annual Budget a contingency item which may be appropriated by resolution of the governing board to any other appropriation amount that is deemed insufficient during the year, and

WHEREAS, the budget item for the following is insufficient and it was deemed necessary that appropriation be transferred for the 2022 budget, as follows:

GENERAL FUND

CITY COUNCIL

101-41110-42710

Municipal League Dues

\$8,812

	ADMINISTRATIVE BOARDS	
101-41230-41100	Salaries	\$20,000
101-41230-42600	Supplies	\$2,500
	ATTORNEY'S OFFICE	
101-41410-42200	Professional Services	\$7,000
	MUNICIPAL BUILDINGS	
101-41920-42800	Utilities- Telephone	\$5,000
101-41920-53410	Repairs- City Hall	\$10,925
	POLICE	
101-42110-42610	Gas, Oil, & Tires	\$32,000
	Traffic	
101-42130-42500	Repairs	\$2,000
101-42130-42610	Gas, Oil, Tires	\$5,216
101-42130-42835	Utilities- Street Lights	\$11,500
	FIRE	
101-42200-42610	Gas & Oil	\$7,500
101-42200-42800	Telephone	\$ 1,000
101-42200-42810	Utilities	\$7,700
101-42200-43200	Buildings	\$5,500
	STREET DEPARTMENT	
101-43100-42610	Gas	\$40,000
	PUBLIC WORKS ADMIN	
101-43110-42916	Nuisance Abatement	\$17,000
	STORM DRAINAGE	
101-43150-43328	Kibbie Ditch	\$35,000
	ANIMAL CONTROL	
101-44120-42610	Gas, Oil, Tires	\$ 1,700
101-44120-42800	Utilities- Pound	\$ 1,200
	LIBRARY	
101-45500-42500	Repair & Maintenance	\$ 7,000
101-45500-42800	Utilities	\$5,000
	General Debt Services	
101-47000-23713	2012 Community Projects- Interest	\$ 50

	OTHER FINANCING USES	
101-49000-51101	Transfer out to Park-	\$397,000
	<i>\$46,000 outdoor pool repairs, utilities- Rec & Aquatics</i>	
	<i>\$17,000 utilities Rec & Aquatics</i>	
	<i>\$7,000 fuel sports complex</i>	
	<i>\$27,000 for professional services- indoor pool (may be</i>	
<i>reimbursed)</i>	<i>\$150,000 for the repair of the ceiling in the old indoor pool</i>	
	<i>\$150,000 for the Cadwell Press Box Project</i>	
101-49000-51105	Transfer out to Corn Palace-	\$100,000
101-49000-51104	Transfer out to Airport-	\$50,000
101-49000-51120	Transfer out to EMS	\$50,000
	Lake Debt Service	
203-47000-44200	Lake Property Interest	\$ 50

Motion carried and resolution declared duly adopted.

Moved by Allen, seconded by Sabers, to adopt Resolution #R2022-83, West End Bridge Preservation BIG Grant, as follows:

**Resolution #R2022-83
Bridge Improvement Grant Program**

WHEREAS the City of Mitchell wishes to submit an application for consideration of award for the Bridge Grant Program:

Str #18-129-061 on Harmon Drive over Firesteel Creek

AND WHEREAS the City of Mitchell agrees to pay the 20% match on the Bridge Improvement Grant funds;

AND WHEREAS the City of Mitchell hereby authorizes the Bridge Improvement Gant application and any required funding commitments.

NOW THEREFORE BE IT RESOLVED that the South Dakota Department of Transportation be and hereby is requested to accept the attached Bridge Improvement Grant application.

Motion carried and resolution declared duly adopted.

ORDINANCES:

Moved by Rice, seconded by Barington, to place Ordinance #O2022-19, Supplemental Appropriations on second reading. Motion carried. Moved by Tjarks, seconded by Barington, to adopt Ordinance #O2022-19, Supplemental Appropriations, as follows:

ORDINANCE NO. O2022-19
SUPPLEMENTAL APPROPRIATION ORDINANCE
CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

BE IT ORDAINED, BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, that the following sums be appropriated to authorize certain expenditures and to meet certain obligations for the year 2022 according to statute:

GENERAL FUND

MAYOR'S OFFICE		
101-41210-43300	Veteran's Park	\$4,800
ADMINISTRATIVE BOARDS		
101-41230-42920	Sports Authority Promotion	\$40,000
ECONOMIC DEVELOPMENT		
101-46500-42918	MAHI	\$30,000
TRANSFERS OUT		
101-49000-51110	Transfer out to Waste Water Fund	\$2,835,484

The funding will come from the General Fund cash balance, designated cash balances, and project financing.

SPECIAL REVENUE FUNDS

PARKS & RECREATION FUND
RECREATION & AQUATICS

201-45110-42250	Programming Services	\$14,500
201-45110-42850	Utilities- Aquatics	\$17,000
201-45110-43400	Capital Equipment	\$46,000

RECREATION CENTER

201-45140-42200	Professional services	\$27,000
201-45140-43300	Capital Improvements Other	\$75,000
201-45140-43400	Capital Equipment	\$27,000

SPORTS COMPLEX

201-45160-42610	Gas & Fuel	\$7,000
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The funding will come from the Parks & Recreation Fund cash balance.

ENTERTAINMENT TAX FUND

211-46311-42963 Community Projects \$100,000
The funding will come from the Entertainment Tax Fund cash balance.

COMMUNITY SERVICES FUND

MVP

218-45140-41120 Part-Time \$4,000
The funding will come from the Community Services Fund cash balance.

PALACE TRANSIT

218-45150-42610 Gas, Oil, Tires \$25,000
218-45150-42810 Utilities- Garage \$2,000

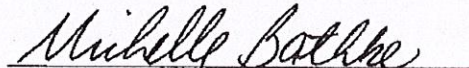
LIBRARY FINES FUND

226-45500-42900 Other Expenditures \$25,000
The funding will come from the Library Fines Fund cash balance.

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

ADJOURN:

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


Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

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:	October 21, 2024	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2024-42, Updated Water Supply Contract with Randall Community Water District		
Explanation/Background of Agenda Item Requested:	The City previously approved a water supply contract with Randall Community Water District (Randall). At the time of approval in February 2024, the agreement was structured around a pipeline project where the City and Randall were the only parties confirmed to be involved. However, it was known that there were other parties interested in joining the project and amendments to the agreement were expected. Since that time, the City, Randall, and the other interested parties have negotiated extensively as to how this amendment should be structured. Ultimately, to keep things simple and accommodate Randall's existing agreements with the other parties, the City and Randall are amending our original agreement and then Randall will have separate contracts with the other entities instead of having everyone be part of the same agreement. Without going into full detail, the main changes are as follows: • Moving away from the City being owner of the stretch of pipe heading east to Mitchell from Stickney. Randall will now be the owner to better accommodate their role as provider of the water to all the joint participants. • Lowering of the City's monthly minimum payment from \$283,643 under the old agreement to \$249,645. This is due to the updated cost share with Randall which accounts for the expected participation of Davison Rural Water Systems, Inc. and Aurora-Brule Rural Water System, Inc. • As the pipeline project is design-build, the exact capabilities of the pipeline are not currently known. The contract contains several provisions which are designed to protect the City's interest in the overall capacity that can be delivered through the improvements, if constructed in a way that can deliver more than the projected design capacities, based on the expected share of costs the City is covering. These also include considerations for future improvements that might be necessary or desired as well as providing for how these improvements may impact the cost allocations.		

WATER SUPPLY CONTRACT
BETWEEN
RANDALL COMMUNITY WATER DISTRICT
AND
CITY OF MITCHELL

This Agreement for the sale and purchase of water is entered into between the Randall Community Water District, hereinafter referred to as "**RCWD**" and the City of Mitchell, hereinafter referred to as "**CITY**".

WITNESSETH

The following Recitals shall be deemed a part of this agreement and the parties agree that they accurately set forth the circumstances and basis upon which this agreement has been executed.

Whereas, RCWD currently owns and operates two separate water treatment plants and water transmission and distribution system that with improvements has sufficient capacity to provide water to **CITY**.

Whereas, RCWD has been organized and established under the laws of the State of South Dakota, for the purpose of constructing and operating a rural water distribution system.

Whereas, CITY intends to purchase water from **RCWD** and

Whereas, it is the intent of the parties hereto that CITY is contracting for the purchase of water from **RCWD**.

Whereas, in _____, 2024, the RCWD Board of Directors did authorize **RCWD** to enter into a contract with the **CITY** for the sale of potable water.

Whereas, in _____, 2024, the Mitchell City Council did authorize **CITY** to enter into a contract with **RCWD** for purchase of potable water; and

Whereas, it is the intention of RCWD to develop, construct, and operate a water transmission system for bulk water customers, including **CITY**.

Whereas, CITY has agreed to pay a monthly minimum bill to **RCWD** to guarantee a specific quantity of water to be available to **CITY** for purchase during the term of the contract.

Now therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth.

A. RCWD AGREES:

1. **Quality and Quantity:** To furnish the **CITY**, at the points of delivery (mutually agreed upon) during the term of this contract or any modification, renewal, or extension thereof, potable treated water meeting applicable water quality standards of the State of South Dakota in such quantity as may be required by the **CITY**, not to exceed **3,500 gallons per minute (gpm) (appx. 5,000,000 gpd)** (the “Delivery Requirement”) in total (total of all delivery points). Notwithstanding the limitations agreed to herein, in the event **RCWD** is capable of, and does in fact, furnish the **CITY** with quantities of water exceeding the limits contained herein, such action shall not be deemed to be a waiver of said limitations. The quantity contracted for may be adjusted by mutual written agreement. Regardless of usage the **CITY** must purchase a minimum of **300,000 gallons per day** (the “Minimum Daily Purchase”) to maintain water quality in the transmission pipe. In warm weather situations, the City may need to draw some additional capacity of water in order to maintain water quality in the pipeline.

1A. Notwithstanding the above, the Delivery Requirement shall automatically increase to an amount representing **CITY**’s proportional share as shown in Appendix A of the as-designed total capacity of the water transmission line from the Platte tank farm to the Stickney elevated tank (“Phase 1 of the Waterline Project”). If the as-designed water transmission line from a point north of Stickney where the transmission line travels east until the transmission line serves **CITY**’s point of delivery (“Phase II-B of the Waterline Project”) cannot accommodate the additional volume without further improvements, then **RCWD** shall not be required to deliver more than Phase II-B of the Waterline Project can accommodate, but the Delivery Requirement shall remain at the higher amount. If an improvement to Phase II-B of the Waterline Project is required to deliver the additional capacity available under this subsection, then **CITY** shall have the option to require the improvement to be made. The parties participating in this improvement shall split the costs and the water made available by this improvement consistent with Section 1B below.

1B. In the event future enhancements to the as-designed water transmission line and appurtenant structures from the Platte tank farm to **CITY**’s points of delivery (the “Waterline Project”) are proposed that would increase the capacity through the Waterline Project, then **CITY** shall have the opportunity to participate in that project, share in the costs, and have the Delivery Requirement increase by the proportional share of the additional water that project makes available. If **CITY** elects to not participate in the future enhancements to the Waterline Project, the parties shall agree on an amendment to Appendix A to incorporate the new improvements and re-allocate the costs and water shares accordingly.

2. **Failure to Deliver and Shortages:** To always operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the **CITY** with a quantity as specified by this contract. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or if the supply of water available to **RCWD** is otherwise diminished over an extended period of time, the supply of water to the **CITY** shall be reduced or diminished in the same ratio or proportion as the supply available to **RCWD** for distribution to its consumers is reduced or diminished.
3. **Metering Equipment:** To furnish, install, operate and maintain at its own expense at the point of delivery discussed in Section C.1 below, the necessary metering equipment and backflow prevention device, including, but not limited to, a meter vault, pit or house, flow recording device and required devices of standard type for properly measuring the quantity of water delivered to the **CITY**. For security reasons, said meter vault shall be locked and secured from the public. The **CITY** may request access to inspect the meter vault and its equipment with a 24 hour notice. **RCWD** will furnish a secured electronic portal to allow the **CITY** to view, at a minimum, its daily usage.

B. CITY AGREES:

1. **Connection Fee and Minimum Bill:** **CITY** agrees to pay **RCWD** a monthly minimum bill in the amount of **\$249,645** to fund the debt service for borrowings or other debt incurred by **RCWD** in developing the water source to be utilized. That amount is based on the project cost and is calculated from the costs shown in Appendix A with a monthly amortized loan payment of 1.875% interest over 30 years. The purpose of the minimum bill is to guarantee the **CITY** that **RCWD** will set aside a set number of gallons per day of water from the **RCWD** system to be available for the **CITY**'s purchase and to reimburse **RCWD** for facilities developed to provide such water service to the **CITY**.
2. **Water Rate:** The water rate for water supplied to the **CITY** from **RCWD** shall be no more than the lowest bulk water rate paid by any ~~current~~ **RCWD** bulk water customer served from the Platte Treatment Plant (initially \$3.20/1,000 gallons) once service is established.
3. **Rate Adjustment:** Billing for the monthly minimum and water rate for water supplied to the **CITY** from **RCWD** shall be subject to a periodic rate adjustment. The monthly minimum may be adjusted in the future due to necessary capital improvements that benefit the **CITY** due to changes in regulations, changes in required water treatment, or other similar occurrences. Water rate increases will occur as operational expenses inflate such as, but not limited to, increases in treatment chemicals, electricity, and labor cost. Such rate increases shall not result in the **CITY** paying a higher bulk water rate than the lowest bulk water rate paid by any ~~current~~ **RCWD** bulk water customer served from the Platte Treatment Plant. **RCWD** shall provide **CITY** with the rates of all other bulk water customers at the time of entering the agreement as well as any time the lowest bulk water rate paid by any **RCWD** bulk water customer served from the Platte Treatment Plant changes. **RCWD** shall also provide a detailed accounting showing the changed costs responsible for the change in the bulk water rate and the formula

used to derive the new rate to **CITY** whenever such rate changes. The **CITY** may review the rate adjustment under the conditions of paragraph C.12.

4. **Meter Reading and Billing:** **RCWD** will obtain the meter reading from the automated water meters (provided under paragraph A.3.) the twenty-second (22nd) day of each month or the proceeding Monday in the event the 22nd day lands on the weekend or a holiday. **RCWD** will then record the readings, report the reading to the **CITY**, and use the readings for the purposes of calculating a bill for water used. The bill will be prepared within three (3) calendar days of the reading and forwarded to the **CITY**.
5. **Payment:** The **CITY** will pay **RCWD** not later than 30 days after receiving the bill, the cost of the minimum, plus all water delivered during the preceding month as determined by **RCWD**'s metering equipment and as reflected on the bill prepared under Item B.3.
6. **Delinquent Bills:** That the sum due under paragraph B.4 above, if not paid on or before the deadline in B.5, shall be declared delinquent. All bills not paid by deadline in B.5 shall be subject to a one and one-half percent (1½%) per month late charge on the unpaid balance.

C. **ADDITIONAL TERMS AND CONDITION:**

1. **Ownership:** **RCWD** shall maintain ownership of all waterlines and facilities.
2. **Grant Allocation:** That allocation of the grant received from state and federal agencies shall be equitably shared as shown in Appendix A.
3. **Emergency Failures:** That emergency failures of pressure or supply due to main supply line breaks, power failures, flood, fire, and use of water to fight fire, earthquakes or other similar catastrophes will cause **RCWD** to be released from its contractual obligations to supply water under the terms of this agreement (paragraph A.1) for a reasonable period as may be necessary to restore service.
4. **Calibration and Adjustments of Metering Equipment:** That if either party believes a meter reading to be in error, it shall present its claim, upon either party presenting a claim of error in a meter reading, the meter will be calibrated, upon payment of the actual cost of the calibration by the requesting party, provided however, that if the meter is found to over-register beyond two percent (2%) of the correct volume, **RCWD** shall bear the cost of calibration, and if the meter is found to under-register beyond two percent (2%) of the correct volume, the **CITY** shall bear the cost of calibration.

In the event of a billing dispute regarding calibration, **CITY** shall still be obligated to make monthly payments during the time of such dispute. Once the amount of the adjustment is determined, **CITY'S** next bill shall be adjusted to reflect the amount determined to be inaccurate. Either party may request that the adjustment amount be split over several months

not to exceed six (6) months. Adjustments made based on meter failure shall be negotiated based upon records available.

5. **Regulatory Agencies:** That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of South Dakota, and **RCWD** and the **CITY** will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
6. **Review Required:** That the construction of the water supply distribution system by **RCWD** is being financed, in part, by a loan provided through various agencies. A copy of this contract and any amendments thereto will be provided to lien holders of **RCWD** for their review.
7. **Modification of Contract:** That this contract shall be self-renewing during the thirty (30) year term, subject only to the annual adjustments to the water rate, if any. The renewal date of the contract shall be January 1 of each year. Other provisions of this contract may be modified or altered by mutual agreement.
8. **Successors and Assignment:** Any successor to the **RCWD** or the **CITY**, whether the result of legal process or otherwise, shall succeed to the rights of that party. This agreement shall be assignable to an existing lien holder of **RCWD** or **CITY** upon written notice to the other party and any other existing lien holders of the party whose rights have been assigned.
9. **Term of Contract:** That this contract shall run for an initial term of thirty (30) years from the date of initial delivery of water as shown on the first bill submitted by **RCWD**. Thereafter this contract may be renewed or extended for such term, or terms, as may be agreed upon by **CITY** and **RCWD**.
10. **Partial Invalidity:** If any provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way so long as the material purposes of this Agreement can be determined and effectuated.
11. **Audit:** Upon thirty (30) day notice to **RCWD** by certified mail, the **CITY**, at its own expense, may audit or examine the account records and related material of **RCWD** that pertain to the water rate charged by **RCWD**.
12. **Superseding of Prior Agreement:** This agreement when executed by both parties supersedes any previous Water Supply Agreement between the parties that was executed.

13. **Mutual Indemnification:** RCWD shall indemnify and hold harmless the CITY, its officers, agents, employees and members from all claims, suits, or actions of whatsoever nature (including attorney's fees), resulting from and arising out of activities of RCWD, or its agents or employees under this agreement. The parties do not intend this paragraph to create a claim or recovery of damages, directly or indirectly, which would otherwise have been prohibited under the South Dakota Workmen's Compensation Act. To the extent which sovereign immunity may be waived, the CITY shall indemnify and hold harmless RCWD, its officers, agent, employees and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the CITY, or its agents or employees under this agreement.
14. **Waiver:** The failure of either party to enforce any provision to this contract shall not constitute a waiver by that party of that provision or any other provision.
15. **Prepayment:** The CITY shall have the option of prepaying all or a portion of the total obligation of the minimum bill without penalty. Any prepayments made shall lessen the term of the payment of the minimum but shall not lessen the monthly minimum payment. Such prepayment shall have no effect on the water rate. Any such prepayment shall be so designated in writing by the CITY and mutually agreed upon by both parties. If agreed upon, RCWD shall apply the prepayment on the first of the month after it is received. RCWD shall calculate the resulting effect on the term of the minimum bill requirement at the end of the year in which prepayment(s) is received. A copy of the calculation of the effect on the term shall be provided to the CITY and shall become an attachment to this contract.
16. **Litigation:** In the event that either party institutes legal action under the terms and conditions of this Agreement, the prevailing party shall be entitled to reimbursement of all legal costs, including reasonable attorney's fees.
17. **Counterparts:** This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by all Parties.

[signature page to follow]

In Witness Whereof, the parties, hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three (3) counterparts, each which shall constitute an original.

DATED _____

RANDALL COMMUNITY WATER DISTRICT

By: _____
Secretary

By: _____
President

CITY OF MITCHELL

By: _____
Finance Officer

By: _____
Mayor

Appendix A

"Mitchell & Participants" Project Development Cost Share Summary														
		Infrastructure Value	Total Capacity (MG)	Mitchell Capacity (MGD)	Mitchell Capacity (GPM)	Mitchell Share (%)	Mitchell Cost Share	RCWD Capacity (MGD)	RCWD Capacity (GPM)	RCWD Share (%)	RCWD Cost Share			
Exsiting Infrastructure	Intake	\$	6,094,677.00	10.000		50.00%	\$	3,047,338.50		0.00%	\$	-		
	Intake Transmission Line	\$	2,040,025.00	10.000		50.00%	\$	1,020,012.50		0.00%	\$	-		
	Building Addition	\$	151,926.00	8.000		62.50%	\$	94,953.75		0.00%	\$	-		
	Treatment Plant 4.0 MG Upgrade	\$	2,900,000.00	4.000		0.00%	\$	-		0.00%	\$	-		
	Phase 3 Storage Tanks (1.0MG)	\$	117,717.00	1.000		25.00%	\$	29,429.25		0.00%	\$	-		
	Phase 3 Storage Tanks (3.0MG)	\$	2,224,302.00	3.000		25.00%	\$	556,075.50		0.00%	\$	-		
	Subtotal:	\$	13,528,647.00			35.09%	\$	4,747,809.50		0.00%	\$	-		
Phase I Project	Phase I Waterline Project	\$	58,815,000.00	7.200	5.040	3500	70.00%	\$	41,170,763.49	2.160	1500	30.00%	\$	17,644,236.51
	Treatment Plant Upgrade	\$	10,000,000.00	7.200	5.040	3500	70.00%	\$	7,000,044.80	2.160	1500	30.00%	\$	2,999,955.20
	Initial SRF Grant	\$	(11,256,825.00)	7.200	5.040	3500	70.00%	\$	(7,879,827.93)	2.160	1500	30.00%	\$	(3,376,997.07)
	Additional SRF Grant	\$	(10,000,000.00)	7.200	5.040	3500	70.00%	\$	(7,000,044.80)	2.160	1500	30.00%	\$	(2,999,955.20)
	Subtotal:	\$	47,558,175.00			70.00%	\$	33,290,935.56		30.00%	\$	14,267,239.44		
Phase II Project	Phase II-A Waterline Project	\$	17,495,000.00	7.200	5.040	3500	70.00%	\$	12,246,578.38	2.160	1500	30.00%	\$	5,248,421.62
	Phase II-B Waterline Project	\$	24,198,000.00	6.624	5.040	3500	76.09%	\$	18,411,649.82	1.584	1100	23.91%	\$	5,786,350.18
	Subtotal:	\$	41,693,000.00			73.53%	\$	30,658,228.20		26.47%	\$	11,034,771.80		
	Total Allocated Cost:	\$	89,251,175.00				\$	68,696,973.26			\$	25,302,011.24		
	TOTAL PROJECT COST	\$	110,508,000.00											
Payment Summary	Monthly Payment						\$	249,645			\$	91,948		
	Quarterly Payment						\$	748,934			\$	275,843		
	Annual Payment						\$	2,995,738			\$	1,103,370		

NOTICE OF HEARING ON PROPOSED RESOLUTION OF NECESSITY

NOTICE IS HEREBY GIVEN, the foregoing proposed Resolution of Necessity hereto and published herewith proposed the construction of Curb and Gutter, Asphalt Surfacing, Concrete Fillets, Concrete Valley Gutter, Concrete Approaches, Engineering Fees and Miscellaneous Expenses in the City of Mitchell, Davison County, South Dakota noted therein; and that the Engineering Department has filed in the office of the Finance Office assessment role where the same can be examined by all interested parties, and the cost of such construction shall be defrayed by special assessments to be levied pursuant to law. Plans and Specifications will be available in the Engineers Office before construction.

A HEARING WILL BE HELD IN THE CITY COUNCIL CHAMBERS IN THE CITY HALL OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA ON THE 21st DAY OF OCTOBER, 2024 AT 6:00 O'CLOCK P.M., upon a resolution directing the construction of such improvements in accordance with such plans and specifications and the levying of a special assessment to defray the expense thereof, at which time and place all persons interested and all property owners in the segments may appear and make objection to the construction of the improvements or to the plans and specifications therefore.

Dated this 7th day of October, 2024.

Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

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:	October 21, 2024	Requested By:	JoElle Dammann
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-64, Resolution of Necessity for Construction on Plum Avenue		
Explanation/Background of Agenda Item Requested:	Hearing Notice was advertised per SDCL.		

RESOLUTION NO. R2024-64

**PROPOSED RESOLUTION DECLARING THE NECESSITY
FOR THE CONSTRUCTION OF
CURB & GUTTER, ASPHALT SURFACING, CONCRETE FILLETS, CONCRETE VALLEY GUTTER,
AND CONCRETE APPROACH, ENGINEERING FEES & MISCELLANEOUS EXPENSES ON
CERTAIN STREETS IN THE CITY OF MITCHELL, SOUTH DAKOTA**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA

SECTION 1. That it is deemed necessary to improve certain streets in the City of Mitchell, South Dakota as follows:

THE PROPERTY OWNER WILL HAVE 30 DAYS AFTER THE COLLECTION HEARING TO PAY FOR THEIR ASSESMENT WITHOUT INTEREST. AFTER 30 DAYS, INTEREST WILL BE ADDED AT A RATE OF 8% OR AS DETERMINED BY THE CITY COUNCIL. IN NOVEMBER FOLLOWING THE COLLECITON HEARING, THE BALANCE DUE ON THE ASSESMENT GETS SENT TO THE COUNTY AUDITOR AND SPLIT INTO 10 ANNUAL EQUAL PAYMENTS THAT WILL BE TAKEN OUT OF FIRST HALF OF THE TAX PAYMENT FOR THAT PROPERTY.

Segment 2024-01:

W Plum Avenue from S Miller St to S Wisconsin St and on S Wisconsin St from W Plum Avenue to W Norway Avenue

Construction of Curb & Gutter, 3" thick Asphalt Surfacing with 8" Base, Concrete Fillets, Concrete Valley Gutter, Concrete Approach, Engineering Fees and Miscellaneous Expenses and Accessories.

	LOT	BLK.	ADDITION	ESTIMATED ASSESSMENT
1*#	1-A	3	MLC - SE	\$ 15,791.17
2*#	2-A	3	MLC - SE	\$ 10,629.26
3*#	3-A	3	MLC - SE	\$ 10,629.26
4*#	4-A	3	MLC - SE	\$ 10,629.26
5*#	5-A	3	MLC - SE	\$ 10,629.26
6*#	6-A	3	MLC - SE	\$ 13,180.26
7*#	14-A	2	MLC - SE	\$ 13,090.76
8*#	15-A	2	MLC - SE	\$ 10,651.63
9*#	16-A	2	MLC - SE	\$ 10,629.26
10*#	17-A	2	MLC - SE	\$ 10,629.26
11*#	18-A	2	MLC - SE	\$ 10,629.26
12*#	19-A	2	MLC - SE	\$ 10,595.68
13*#	20-A	2	MLC - SE	\$ 10,517.37
14*#	21-A	2	MLC - SE	\$ 10,517.37
15*#	22-A	2	MLC - SE	\$ 10,517.37
16*#	23-A	2	MLC - SE	\$ 10,517.37
17*#	24-A	2	MLC - SE	\$ 10,517.37
18*#	25-A	2	MLC - SE	\$ 10,517.37
19*#	26-A	2	MLC - SE	\$ 24,066.87
20*#		6 EX H-1	MORNINGVIEW- SE	\$ 70,320.83
21*#	Lots 8B & 8C of Blk 8 &	W1/2 Blk 1, E1/2 Blk 2, All Blk 2A & 2B including Vacated Pine St, & All Blk 7	MORNINGVIEW- SE	\$ 22,601.15

TOTAL ASSESSMENT AMOUNT	\$ 317,807.39
--------------------------------	----------------------

* Lots assessed for FRONT YARD according to Section 2a and 2d.
Lots assessed for INTERSECTION according to Section 2b and 2c.
^ Lots assessed for BENEFIT according to Section 2e.

SECTION 2. That it is deemed necessary to levy a special assessment to defray the expense thereof, and that the cost thereof shall be proportioned as follows:

That the method of apportioning or assessing the cost of the said improvements or payment against all assessable lots, tracts and parcels of land shall be according to the following schedules:

- a. The total Cost of the street, alley, or utility improvements shall be assessed according to the front footage of the property fronting on the improvements.
- b. The Total Cost of the street or alley improvements shall be divided equally between all lots benefiting from the improvements.
- c. Shall be to all lots, tracts, or parcels of land according to the area of each to include 1/2 of the property between the street improvement and the next street, whether or not such property abuts such street or not, but in no case shall any property situated more than 300' from such intersection be assessed.
- d. Footage of the property fronting or abutting on the improvements. The estimated cost for the street portion is estimated at \$55.50 a lineal foot, this does not include intersection, benefit or corner lot costs. Per side.

BE IT FURTHER RESOLVED that the Engineering Department prepare and file in the office of the Finance Officer for the examination of all interested parties, plans, and specifications to be used in the construction thereof; and

BE IT FURTHER RESOLVED that a hearing will be held upon such construction of proposed street and alley improvements, as provided by statue and notice thereof be given as provided by law.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER, 2024

Jordan Hanson – Mayor

Attest:

Michelle Bathke – City Finance Officer

(SEAL)

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:	October 21, 2024	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-68, Transfer of Lot 58-A Indian Head Subdivision		
Explanation/Background of Agenda Item Requested:	The council previously declared this small strip of property located immediately south of 111 South Harmon to be surplus and took action to set it for auction. The auction is set for October 21st at noon; which is before the council meeting but after the time of posting the agenda. As such, this summary does not include information on the high bidder and the documents will need to be revised with that information at the time of approval. If the council approves the high bid, the terms sheet of the successful bidder will be executed. The resolution and the purchase agreement will also be updated to reflect the successful bidder's information. The transfer will then take place as provided for in the purchase agreement.		

RESOLUTION #R2024-68

**A RESOLUTION AUTHORIZING THE TRANSFER OF LOT 58-A INDIAN HEAD
SUBDIVISION**

WHEREAS the City of Mitchell is the owner of a lot located immediately south of 111 South Harmon, Mitchell, SD 57301 which is legally described as:

**Lot 58-A of Indian Head Subdivision, Lake Mitchell Development
Plan in the SW ¼ of Section 4, Township 103 North, Range 60 West of
the 5th P.M., City of Mitchell, Davison County, South Dakota;**

WHEREAS the City declared such property surplus pursuant to Resolution R2024-63 at the 9/16/2024 council meeting, published notice of the sale in the Mitchell Republic as required by law, and held an auction for the property on October 21, 2024; and

WHEREAS the highest bidder at auction for the property was High Bidder for \$7,704.00; and

THEREFORE, BE IT RESOLVED BY THE MITCHELL CITY COUNCIL, that the City hereby accepts the offer made by High Bidder for the above-described Lot 58-A for the sum of \$7,704.00, and that the Mayor is hereby authorized to take such actions as may be necessary to complete the transfer of such property.

Adopted by the Mitchell, South Dakota City Council in regular session this ____ day of October, 2024, with:

____ votes cast in favor of adoption,
____ votes cast against adoption, and
____ votes abstaining.

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

City of Mitchell Bidder Terms and Conditions Sheet

Auction of Lot 58-A Indian Head Subdivision

THE FOLLOWING TERMS AND CONDITIONS apply to the auction of Lot 58-A Indian Head Subdivision pursuant to Resolution R2024-63. These terms and conditions have been provided in advance of the auction of said building and the Awardee agrees to the terms and conditions by bidding on the real property.

1. Awardee understands and agrees that the auction and sale of the real property is in as-is condition. Any issues with site conditions, encroachments, or any other matters relating to the use or title of the property, known or unknown, will be the responsibility of the Awardee to resolve.
2. City will provide a quitclaim deed to the real property pursuant to a purchase agreement which will be signed by the City and the Awardee upon approval of the high bidder of the auction, a copy of which is attached hereto and incorporated by reference.
3. The council has set a minimum bid for the property at \$7,704.00 and bidding will start at that amount. If no bids are received, the auction will be declared no sale, terminate, and the council will reconsider how the property will be disposed.
4. If any conflict between documents arises, the terms of the purchase agreement shall take priority.
5. If any provision of these terms and conditions, or any part of a provision, is deemed unenforceable by a court of competent jurisdiction, then the remaining provisions and parts of provisions shall remain in full force and effect to the maximum extent permitted by law.
6. These terms and conditions, along with all attachments hereto, constitute the full and final agreement of the parties and may not be amended or assigned except in writing signed by both parties.

[signature page to follow]

**EVERY BIDDER MUST AGREE TO THESE TERMS AND CONDITIONS BY
SIGNING THE AWARDEE LINE BELOW AS A PREREQUISITE TO BIDDING ON
THE STRUCTURE.**

AWARDEE

Signature

Date: _____

Print Name

Time: _____

**TO BE COMPLETED UPON APPROVAL OF THE CITY COUNCIL OF THE HIGH
BIDDER AT AUCTION.**

CITY OF MITCHELL

Jordan Hanson, Mayor

Date: _____

Attest:

Michelle Bathke, Finance Officer

(seal)

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Exchange Agreement (“Agreement”), made and entered into this ____ day of October, 2024, by and between **High Bidder**, hereinafter referred to as “Buyer,” and the City of Mitchell, South Dakota, hereinafter referred to as “the City.”

WITNESSETH:

WHEREAS, the City of Mitchell owns a parcel of land legally defined as:

Lot 58-A of Indian Head Subdivision, Lake Mitchell Development Plan in the SW ¼ of Section 4, Township 103 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota; (the “City Property”)

WHEREAS the Mitchell City Council did approve Resolution R2024-63 on September 16, 2024, which declared the real property surplus and provided that it be disposed of by auction; and

WHEREAS notice of the auction was published in the Mitchell Republic as provided by law with such auction set to be held October 21, 2024 at 12:00 noon in the Mitchell City Hall Council Chambers; and

WHEREAS such auction was held and the high bidder at auction was Buyer, with the City Council accepting the bid and approving the sale pursuant to Resolution **R2024-** on October 21, 2024 during Council’s regular meeting;

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

1. Conveyance.

On the terms and subject to the conditions set forth in this Agreement, City shall sell, convey, transfer, and assign to Buyer, and Buyer shall purchase, acquire, and assume from City, the above-described City Property, in as-is condition pursuant to quitclaim deed.

2. Purchase Price. Buyer shall pay to City the amount of **\$7,704.00**.

3. Closing. The “Closing” or “Closing Date” shall be held on December 6, 2024 or as soon as possible following approval of this agreement. At Closing, City shall transfer the City Property to Buyer by quitclaim deed.

4. Special Terms of Transfer. The parties agree that the following additional terms shall apply to the transfer and will survive the closing:

- a. To the extent not in conflict with this purchase agreement, the provisions of the City of Mitchell Bidder Terms and Conditions Sheet in relation to this sale shall apply.

5. Conditions Precedent to Closing.

- a. Closing costs and recording fees, to the extent they exist, shall be the responsibility of the Buyer.

6. Due Diligence. Buyer's obligation to purchase the Property is specifically subject to a satisfactory inspection, test and review of the Property, including but not limited to, any feasibility studies, environmental assessments (including but not limited to a Phase I and/or Phase II or other environmental tests, studies or reports), zoning review, examinations, appraisals, boring, or other surveys or tests, and any other test, review or inspection deemed necessary by Buyer. The costs and expenses incurred in the due diligence review performed by Buyer shall be Buyer's obligation. Buyer shall complete the due diligence review prior to October 31, 2024 and agrees to promptly commence its due diligence review. Buyer shall have reasonable access to the Property to conduct its inspections, tests and due diligence review. To the extent the due diligence review is not acceptable to Buyer, then Buyer shall have the option to terminate this Agreement. In such event, the parties hereto shall have no further rights, duties or obligations under this Agreement.

7. City's Representations and Warranties. City represents and warrants the following to Buyer, each of which representation and warranty shall be true and effective as of the date of Closing:

- a. Ownership. City is the record owner of the City Property. At Closing, City shall sell, transfer, convey and assign to Buyer such interest in the City Property pursuant to quitclaim deed.
- b. Ability to Contract. City has the full right, power and authority to enter into this Agreement to sell and convey the City Property to Buyer and this Agreement shall be a valid and binding obligation of City, subject to the terms and conditions contained herein.
- c. Proceedings. To the best of City's knowledge, there is no action, litigation, investigation, condemnation proceeding, judgment, executions, bankruptcies, zoning changes or any other proceeding of any kind outstanding, pending, or threatened, against City or any portion of the Property.
- d. Liens. No work has been performed or is in the process of being performed by City or at the direction of City, and no materials have been furnished to the City Property or any portion thereof, which might give rise to mechanic's, materialman's or other liens against the City Property.

8. Buyer's Representations and Warranties. Buyer represents and warrants as follows:

- a. Ability to Contract. Buyer has the authority to enter into this Agreement and this Agreement shall be a valid and binding obligation on Buyer, subject to the terms and conditions contained herein.
- b. Payment. Subject to the terms and conditions of this Agreement, upon closing of this Agreement, Buyer agrees to pay City the Purchase Price.

- c. Familiarity with the Property. Subject to the completion of its due diligence investigation, Buyer is familiar with the physical condition of the Property, has inspected the same, and is taking the same in its “AS IS” condition without any warranty or guaranty by City.
9. Obligations at Closing. At Closing, the following shall occur:
- a. City shall deliver to Buyer, or its assigns, the following executed documents:
 - (i) A good and sufficient quitclaim deed for the City Property;
 - (ii) Certificate(s) of Real Estate Value;
 - (iii) Such other documents as deemed necessary by Buyer or its counsel to transfer the City Property to Buyer or as may be required pursuant to this Agreement.
 - b. Buyer shall deliver to City:
 - (i) payment of the Purchase Price in Paragraph 2 above;
 - (ii) Any other documents required for effectuating the transfer of the Property, including any other documents required by the Title Company or closing agent.
10. Miscellaneous.
- a. Possession. Buyer shall be entitled to sole, exclusive and immediate possession and the right to occupy the Property upon the Closing, except as may be provided herein.
 - b. Governing Law. This Agreement is subject to and shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota without regard to conflict of laws principles.
 - c. Survival of Representations and Warranties. The representations and warranties contained herein shall survive Closing and are and shall be deemed to be continuing representations and warranties.
 - d. Counterparts/Facsimile/Electronic Signature. This Agreement may be executed by electronic signature, facsimile and in any number of counterparts as deemed appropriate by the parties, all of which taken together shall constitute one and the same instrument. Reproductions of original signature via pdf/scanned signatures shall be deemed an original for purposes of execution of this instrument.
 - e. Time is of the Essence. It is expressly understood and agreed by the parties that time is of the essence in this Agreement.

- f. Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and also upon their respective heirs, representatives, successors and assigns.
- g. Severability. Should any provision in this Agreement be deemed unenforceable as to a particular circumstance or set of facts, the unenforceability shall be limited to such circumstance or set of facts and all remaining provisions of this Agreement shall remain fully binding and enforceable as between Buyer and City.
- h. Further Assurances. Each party, upon the request of the other, agrees to perform any further acts, and to execute and deliver any other documents, which are reasonably necessary to carry out the provisions of this Agreement.
- i. Entire Agreement; Waiver. This Agreement contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. A waiver of any term or provision shall not be construed as waiver of any other term or provisions or as waiver of subsequent performance of the same provision of this Agreement.
- j. Drafting Presumption. City and Buyer agree that they participated in the drafting of this Agreement and, in the event that any dispute arises in the interpretation or construction of this Agreement, no presumption shall arise that either one party or the other drafted this Agreement.
- k. Notices. All notices or demands given or required to be given hereunder shall be in writing and sent by United States registered or certified mail, postage prepaid, to the last known address of the parties, or at any other address to which the parties designate notices shall be sent.

IN WITNESS WHEREOF, City and Buyer have hereunto executed this Agreement on the date and year first above written.

BUYER:

High Bidder

By: _____

Its: _____

STATE OF _____)
:SS
COUNTY OF _____)

On this _____ day of October, 2024, before me, the undersigned officer, personally appeared **High Bidder**, who acknowledged **himself** to be a member of **High Bidder**, and that in **his** official capacity, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public – State of _____ (seal)
My Commission Expires: _____

CITY:

CITY OF MITCHELL, SOUTH DAKOTA

Jordan Hanson, Mayor

Attest:

Michelle Bathke, Finance Officer (seal)

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF DAVISON)

On this _____ day of October, 2024, before me, the undersigned officer, personally appeared Jordan Hanson and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell, a South Dakota municipal corporation, and that in their official capacities, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public – South Dakota (seal)
My Commission Expires: _____

NOTICE OF SALE

The City Council having previously declared surplus certain City owned real property lying immediately south of 111 South Harmon Drive, Mitchell, SD 57301 which is legally described as:

**Lot 58-A of Indian Head Subdivision, Lake Mitchell Development
Plan in the SW ¼ of Section 4, Township 103 North, Range 60 West of
the 5th P.M., City of Mitchell, Davison County, South Dakota;**

does hereby provide this Notice of Sale pursuant to SDCL Sections 6-13-4 and 6-13-6. The real property will be publicly auctioned at 12:00 Noon on October 21st, 2024 at the Mitchell City Hall Council Chambers. The high bidder's offer will be considered by the City Council at their regularly scheduled meeting later that day.

Dated this 1st day of October, 2024.

BY ORDER OF THE CITY COUNCIL:

Michelle Bathke, Finance Officer

Published twice on 10/9/2024 and 10/16/2024 at the approximate cost of_____.

RESOLUTION #R2024-63

**A RESOLUTION DECLARING LOT 58-A INDIAN HEAD SUBDIVISION TO BE SURPLUS
AND AUTHORIZING THE SALE OF SUCH REAL PROPERTY PURSUANT TO STATE
LAW**

WHEREAS the City of Mitchell is the owner of the below described real property which lies immediately south of 111 South Harmon Drive, Mitchell, SD 57301:

**Lot 58-A of Indian Head Subdivision, Lake Mitchell Development
Plan in the SW ¼ of Section 4, Township 103 North, Range 60 West of
the 5th P.M., City of Mitchell, Davison County, South Dakota; and**

WHEREAS the City has considered the sale of the above-described real property; and

THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, SD that the above-described real property is no longer necessary, useful, or suitable for the purpose for which it was acquired.

IT IS FURTHER RESOLVED, that the real property shall be sold pursuant to public auction and that the Mayor, or Mayor's designee, is hereby authorized to obtain an auctioneer and complete any supplemental documentation necessary to accomplish those purposes. Such auction shall be scheduled, noticed, and conducted in accordance with state law and the acceptance or rejection of any bids therefrom shall be subject to the final approval of the City Council.

IT IS FURTHER RESOLVED, that the minimum bid for the auction of such property shall be no less than \$7,704.00 and that if no such bid is received, the auction shall cease and be declared no sale and the matter shall be brought back to council to determine a new method of disposing of the surplus real property.

Adopted by the Mitchell, South Dakota City Council in regular session this _____ day of _____, 2024, with:

_____ votes cast in favor of adoption,
_____ votes cast against adoption, and
_____ votes abstaining.

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City 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:	October 21, 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 #O2024-10, Rezoning of the S ½ of the E ½ of Square 7 (Lots 10-12, Square 7) Weaver's Squares Addition, City of Mitchell, Davison County, South Dakota to be changed from R3 Medium Density Residential District to HB Highway Oriented Business District		
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; S ½ of the E ½ of Square 7 (Lots 10-12, Square 7) Weaver's Squares Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Oriented Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Planning Commission recommended approval; 4 aye, 0 nay and 3 absent. Motion carried.

See Planning Commission Unsigned Minutes 10-15-24.		

ORDINANCE NO. 02024-10

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; S ½ of the E ½ of Square 7 (Lots 10-12, Square 7) Weaver's Squares Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Oriented Business 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; S ½ of the E ½ of Square 7 (Lots 10-12, Square 7) Weaver's Squares Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Oriented Business 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: October 21, 2024
SECOND READING: November 4, 2024
ADOPTION: November 4, 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 R3 District to HB 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.

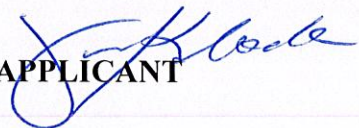
☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

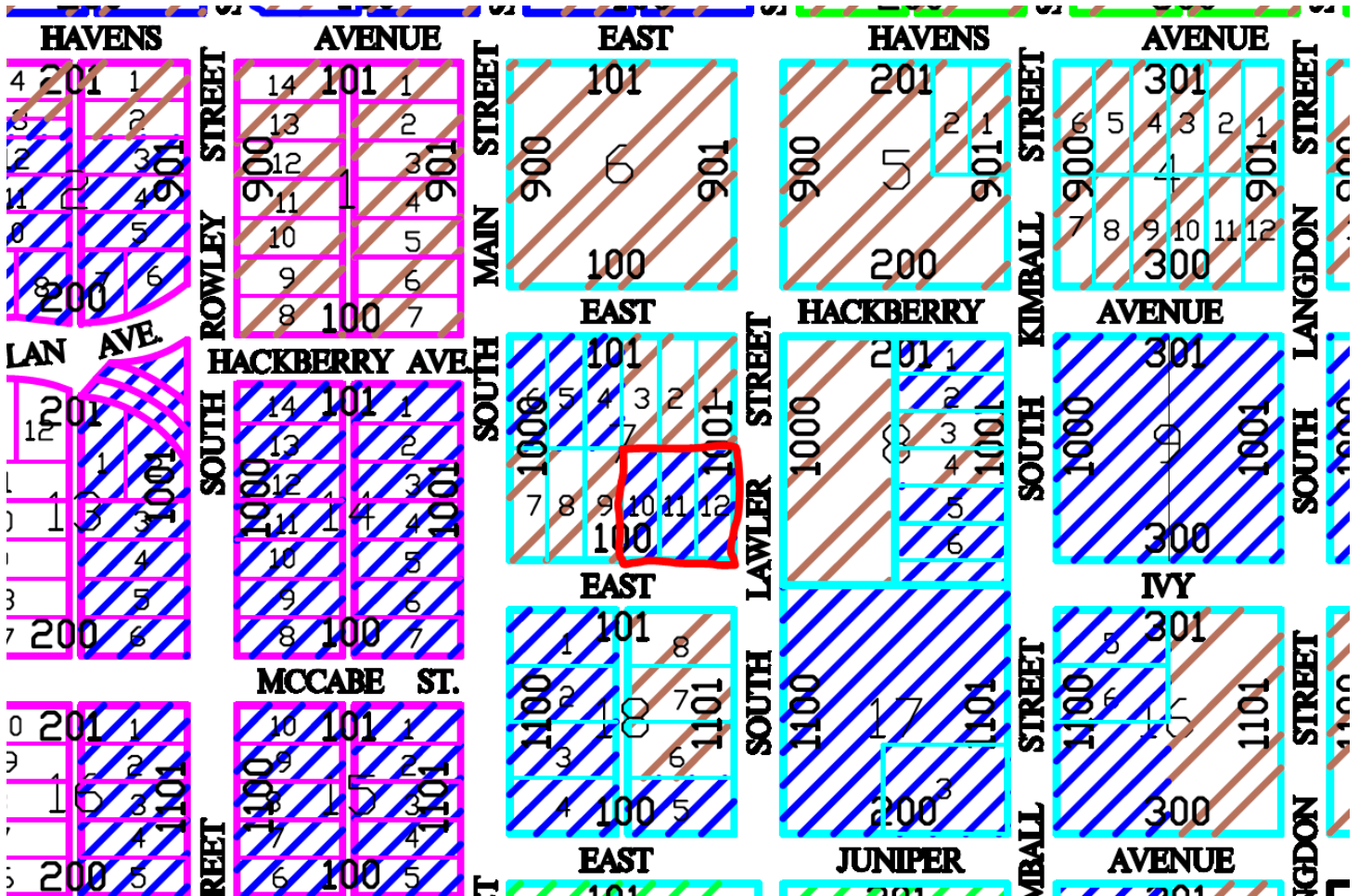
Legal Description: S ½ of the E ½ of Square 7 (Lots 10-12, Square 7) Weaver's Squares Addition, City of Mitchell, Davison County, South Dakota.

Property Address: 1005 S Lawler St

Dated this 18th of September, 2024.


APPLICANT

Hackberry Holdings 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 Tuesday October 15, 2024 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, October 21, 2024 at 6:00 p.m. and 2nd Reading and Adoption on Monday, November 4, 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; S ½ of the E ½ of Square 7 (Lots 10-12, Square 7) Weaver’s Squares Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Oriented Business 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; S ½ of the E ½ of Square 7 (Lots 10-12, Square 7) Weaver’s Squares Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Oriented Business 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: October 21, 2024
SECOND READING: November 4, 2024
ADOPTION: November 4, 2024

Published three times: October 2, 9 and 23, 2024

Approximate Costs:

Hackberry Holdings LLC
177 S Harmon Dr
Mitchell, SD 57301

Farmers State Bank
PO Box A
Parkston, SD 57366

Terry & Lori Novak Living Trust
46414 Hwy 38
Hartford, SD 57033

C & T Land LLC
PO Box 698
Mitchell, SD 57301

Daniel & Renee Niehus
1216 E 11th Ave
Mitchell, SD 57301

Mitchell School District 17-2
821 N Capital St
Mitchell, SD 57301

Christopher Roeder
1100 S Main St
Mitchell, SD 57301

Larry Stunes Trust
1415 W 21st Ave
Mitchell, SD 57301

Ron & Delores Peterson
1961 E Havens Ave
Mitchell, SD 57301

Brian Klock
177 S Harmon Dr
Mitchell, SD 57301

October 2, 2024

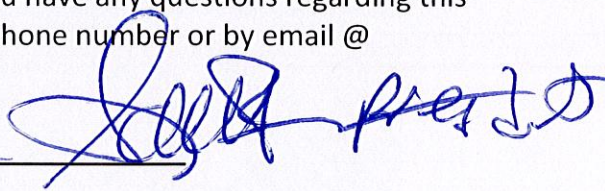
TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Hackberry Holdings LLC is requesting the following property legally described as; S ½ of the E ½ of Square 7 (Lots 10-12, Square 7) Weaver's Squares Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Oriented Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Tuesday, October 15, 2024 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, October 21, 2024 at 6:00 p.m. and 2nd Reading and Adoption on Monday, November 4, 2024 at 6:00p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

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

The complete application and all supporting documents can be found on the City of Mitchell's agenda center located @ <https://mitchellsd.portal.civicclerk.com/>. If you have any questions regarding this matter, you can reach Mark Jenniges at the above location and phone number or by email @ mark.jenniges@cityofmitchellsd.gov.

I/We FARNERS STATE BANK 
OWNER

ADDRESS

X APPROVE

____ DISAPPROVE

COMMENTS: