



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
November 4, 2024

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Word of Life**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Automatic Supplement**
Parks - Sports Complex in the amount of \$35,133.97 from an insurance claim
 - D. Raffle Permits**
 - E. Volunteer List**
 - F. Purchase of Walking Floor Trailer off of BuyBoard for Recycling Project #2024-31**
 - G. Change Order #1 to Halme, Inc for North Harmon Sanitary Sewer Outfall Project #2023-06**
 - H. Set Date 1:30 PM, November 20, 2024 for Bid Opening for West End Bridge 2023 Bridge Improvement Grant Project BRF 3630(00)23-2, Davison County, PCN 09GJ #2023-23**
 - I. Set Date for Bid Opening, 1:30 PM, November 7, 2024 for 7th & Main Traffic Lights Rebid #2022-08R**
 - J. Set Date for Hearing and Action on the Following Alcohol License Applications**
 - a. On the application to transfer PL-4700 (off-sale) Package Liquor License from RADHE, LLC dba Thunderbird Lodge, 1601 South Burr Street to TBM LLC dba Booze Boys, 1620 South Burr Street, Suite 4
 - b. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for November 30, 2024 for a wedding
 - c. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for December 7, 2024 for the National Guard Christmas Party

d. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for December 31, 2024 for the New Years Eve Bash

e. On the application of Mitchell Meat Lodge, LLC dba Meat Lodge, 904 East Spruce Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)

K. Pay Estimates

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

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; 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.

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

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

C. Action to Set Date for Board of Adjustment Hearing 11-18-24

Kyle Zacher on has applied for a Variance Permit for maximum height of an accessory building of 30' vs 22' to add onto existing garage and creating a mezzanine in the new portion of the garage with enough room under the mezzanine for the garage doors to open. This is located at 1420 E Hanson Ave, legally described as Lot 1, Block 8, Fiar View Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

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

- 11. Award Bid for Cemetery Hayland #2025-05**
- 12. Award Quote for South Wastewater Treatment Facility Building**
- 13. Action to Approve Release of Easement in Nelson's Addition**
- 14. Action to Approve Easement within Alleyway for 207 West 11th Avenue**
- 15. Action to Approve Agreement #A2024-43, Testing Services for South Waste Water Treatment Plant-Phase II-Schedule A with GeoTek**
- 16. Approve Agreement #A2024-44, Partial Alley Closure Joining 6th and 7th between Main and Rowley with Confluence**
- 17. Action to Approve Resolution #R2024-69, Creating Tax Increment District #38- Palace City Brewery**
- 18. Action to Approve Resolution #R2024-70, Creating Tax Increment District #39- Mad Garage**
- 19. Action to Approve Resolution #R2024-71, Plat of Lot B of Big Bend Addition in the NW 1/4 of Section 1 and the NE 1/4 of Section 2, all in T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota**
- 20. Action to Approve Resolution #R2024-72, Plat of Tract 3 in the West 626.84 feet of Lot 5 of Crane's Addition, in the SE 1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota**
- 21. Action to Approve Resolution #R2024-73, Plat of Lot 10, Block 1 of Westwood First Addition**
- 22. Action to Approve Resolution #R2024-74, Plat of Lot A-3, a subdivision of Lot A-1 of N. Boyden First Addition, a subdivision of the SE 1/4 of the NE 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota**
- 23. Hearing and Second Reading on Ordinance #O2024-10, Rezoning 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; be changed from R3 Medium Density Residential District to HB Highway Oriented Business District**
- 24. Motion to Adopt Ordinance #O2024-10, Request Public Comment, Roll Call**
- 25. First Reading on Ordinance #O2024-11, 2025 Annual Appropriation Ordinance**
- 26. Adjourn**

Individuals with disabilities who require special assistance to take part in this meeting may contact one of the following at City Hall (605) 995-8420 at least 24 hours prior to the meeting with requests for assistance: Human Resources Officer or the City Administrator.

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

**October 21, 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

Council Member Goldammer is present by phone.

AGENDA:

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

- a. City Council Minutes
 - 1. City Council October 7, 2024
- b. Committee Reports
 - 1. Planning Commission September 23, 2024
 - 2. Planning Commission October 15, 2024 (unsigned)
- c. Department Reports
 - 1. Sales Tax Collections (September)
 - 2. Finance (September)
 - 3. Building Permits (September)
 - 4. Police (September)
 - 5. Fire (September)
 - 6. Code Enforcement (September)
 - 7. Palace Transit (August)
 - 8. Water (September)
- d. MADC Quarterly Report
- e. Automatic Supplement to Parks-Recreation Center in the amount of \$3,078.55 from a donation of funds
- f. Raffle Permits
 - 1. DWU Men's and Women's Basketball with the drawing to be held between November 1, 2024 and March 15, 2025 at every home game
 - 2. Mitchell/Alexandria Pink Ladies with the drawing to be held on January 11, 2025
 - 3. Dakota Riptide with the drawing to be held December 2024 and every month in 2025
- g. SD DOT Section 5339 Capital Assistance Grant
- h. Volunteer Board Appointments

1. Appoint Jerry Thomsen, Hampton Inn, to the Business Improvement District (BID) 4 Board to run from January 2025-December 31, 2027
2. 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 for Pump Station & Ground Storage Reservoir #2020-20 increasing the contract amount by \$9,624.00 to Rice Lake West adjust contract amount to \$11,688,819.02
- j. Change Order #1 for Mattie Street Extension Project #2024-24 decreasing the contract amount by \$8,441.68 to Siteworks Inc adjust contract amount to \$136,288.64
- k. Approval of Gas and Fuel Quotations

Howes Oil Company	<u>Requested Gallons</u>	<u>Bid Gallons</u>	<u>Price per Product</u>	<u>Total Bid</u>
On Road Diesel #2	3,300	3,300	\$2.8335	\$9,350.55
Off Road Diesel #2	4,200	4,200	\$2.5585	\$10,745.70
Total Bid:				\$20,096.25

l. Pay Estimates October 21, 2024

Pay Estimate #17 in the amount of \$1,383,477.57 for Above Ground Storage Tank #2020-20 contracted to Rice Lake West

Pay Estimate #2 in the amount of \$108,503.59 for West Side Water Tower #2021-03 contracted to H&W Contracting

Pay Estimate #31 in the amount of \$10,646.90 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering

Pay Estimate #21 in the amount of \$44,458.22 for Waste Water Treatment Plant-Phase II #2022-01 contracted to HDR Engineering

Pay Estimate #11 in the amount of \$25,764.95 for 3rd & Main Streetscape #2022-26 contracted to McLaury Engineering

Pay Estimate #1 in the amount of \$670,300.00 for Lakeview Golf Course Improvements #2023-02 contracted to Duininck

Pay Estimate #16 in the amount of \$46,702.50 for Lake Mitchell Jetty & Marina #2023-03 contracted to Brosz Engineering

Pay Estimate #10 in the amount of \$2,733.75 for 2nd/4th & Main Street #2023-21 contracted to McLaury Engineering

Pay Estimate #2 in the amount of \$7,177.36 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 29, 2024 – OCTOBER 12, 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 \$14,592.96, Human Resources \$4,392.72, Municipal Building \$1,946.40, Information Technology \$3,286.77, Police \$78,950.18, Traffic \$5,163.98, Fire \$40,575.27, Street \$30,466.89, Public Works \$25,399.96, Cemetery \$6,187.30, Animal Control \$3,855.76, Library \$18,705.98,

Recreation & Aquatics \$7,336.40, Recreation Center \$16,460.00, Sports Complexes \$10,209.47, Parks \$17,620.31, Supervision \$6,441.16, Corn Palace \$26,125.70, E911 \$24,914.94, Palace Transit \$31,359.72, JVCC \$2,162.36, Nutrition \$4,610.91, Airport \$5,335.70, Water Distribution \$15,004.10, Sewer \$15,753.38, Recycling Program \$7,095.44, Waste Collection \$7,165.12, Landfill \$10,362.19, Golf Course \$5,843.96, Campground \$701.40, Emergency Medical Services \$36,162.81

NEW HIRES:

LIBRARY: Max Velasquez-\$27.387

POLICE: David Briesemeister-\$21.394, Tylor Cassingham-\$28.773

RECREATION CENTER: Jill Munger-\$15.00

SPORTS COMPLEXES: Noah Schnee-\$13.20

SALARY ADJUSTMENTS:

E-911: Heather Merry-\$23.853, Megan White-\$23.386

FINANCE: Marilyn Jansen-\$27.400

POLICE: Daniel Fechner-\$40.675

RECREATION CENTER: Todd Cavanaugh-\$32.729

WASTE WATER: Thomas Holleman-\$29.355

TERMINATIONS:

E911: Brittani Dyce

WARRANTS: A&B Business Solutions, Supplies-\$4,675.64; A-Ox Welding Supply, Supplies-\$245.94; AAA Collections, Refunds-\$455.19; Abigail Squier, Travel-\$143.68; AFLAC, Aflac Withholding-\$11,146.74; AFSCME Council 65, Union Dues-\$508.25; Amazon Capital Services, Supplies-\$1,561.53; ATR Lighting Enterprises, Supplies-\$746.10; ATV Holdings, LLC dba Mitchell Telecom, Utilities-\$263.01; Avera Occupational Medicine, Supplies-\$781.00; Avera Queen of Peace Nutrition, Supplies-\$312.00; B-Y Water District, Utilities-\$112,054.53; Baker & Taylor, Books-\$72.81; Barr Engineering, 2021-20 P.E. #PH2-31-\$10,646.90; Bender Sewer & Drain, Supplies-\$8,619.45; Best Western Plus Ramkota, Travel-\$624.95; Big Daddy D's, Contract Services-\$2,380.50; Bound Tree Medical, Training-\$74,699.90; Brosz Engineering, 2023-3 P.E. #16-\$46,702.50; Buhl's Drycleaners & Linen, Service-\$27.50; C&B Operations, Supplies-\$913.79; Carolina Software, Software-\$500.00; Carquest Auto Parts, Supplies-\$56.96; CBRE Inc-Valuation & Advisory, Improvements-\$3,500.00; CDW Government, Supplies-

\$1,923.45; Cengage Learning Inc/Gale, Books-\$240.73; Center Point Large Print, Books-\$97.08; Central Electric, Utilities-\$12,184.16; Century Link, Utilities-\$117.52; Chesterman, Supplies-\$2,549.15; CHS Farmers Alliance, Supplies-\$4,406.14; City of Mitchell, Golf Course Deductions-\$1,291.28; City of Mitchell, Recreation Deductions-\$2,524.47; City of Mitchell, Petty Cash-\$1,000.00; Coborns, Contract Services-\$991.20; Column Software, Advertising-\$586.96; Commercial Asphalt, Supplies-\$1,841.70; Connections, 2024 4th Quarter Payment-\$2,259.90; Core & Main, Supplies-\$1,876.75; Core-Mark Midcontinent, Supplies-\$8,587.17; Corn Palace, Supplies-\$29.50; Corporate Translation Services, Translation Services-\$67.25; Creekside Veterinary Clinic, Supplies-\$47.40; Dakota Data Shred, Document Shredding-\$357.74; Dakota Heartland Development, 2024 4th Quarter Allocation-\$6,250.00; Dakota Supply Group, Supplies-\$380.99; Daktech, Supplies-\$2,307.00; Daniel Woodraska, Sports Authority Promo-\$500.00; Darrington Water, Supplies-\$62.00; Davison Rural Water, Utilities-\$115.85; Dell Marketing, Equipment-\$1,813.24; Delta Dental Plan of South Dakota, Dental Insurance-\$16,550.02; Department of Agriculture, Solid Waste Surcharge-\$2,764.98; Department of Social Services, Child Support-\$633.69; Detco, Supplies-\$4,222.30; Dimock Dairy, Supplies-\$391.50; Duininck, 2023-2 P.E. #1-\$670,300.00; Ebsco, Subscription-\$96.30; Elfstrand's Ace Hardware, Supplies-\$48.34; Elliott Equipment, Supplies-\$685.15; Etix, Ticketing Service-\$187.00; Fleetpride, Supplies-\$921.10; Galls, Supplies-\$105.90; Gaylen's Gourmet Popcorn, Supplies-\$2,106.00; Grainger, Supplies-\$39.26; Guardian Alliance Technology, Background Screening-\$200.00; H&W Contracting, 2021-3 P.E. #2-\$108,503.59; Harve's Sport Shop, Supplies-\$5,095.89; HDR Engineering, 2022-1 P.E. #21-\$44,458.22; Henry Schein, Supplies-\$625.59; ICan, Advertising-\$750.00; Ingram Library Services, Books-\$1,111.06; Innovative Office Solution, Supplies-\$195.60; Interstate Office Products, Supplies-\$154.50; Iverson, Rental-\$69.95; Jean Patrick, Travel-\$520.06; Johnson Bros of South Dakota, Supplies-\$612.16; Jones, Supplies-\$1,415.68; Josh Harvey, Reimbursement-\$25.00; Justin Johnson, Reimbursed-\$72.00; Kevin Devries, Reimbursed-\$20.39; Kim Burg, Travel-\$8.58; Larry's I-90 Service, Repair-\$62.10; Leighton Family Farms, Supplies-\$1,075.20; Luke Ruml, Reimbursed-\$95.00; M&T Fire and Safety, Testing-\$3,586.87; Mackin Educational Resources, Supplies-\$87.15 ; MC&R Pools, Supplies-\$315.61; McKenzie Young, Remaining-\$50.47; McLaury Engineering, 2022-26 P.E. #11-\$28,498.70; McLeod's Printing, Supplies-\$814.85; Mega Wash, Supplies-\$36.00; Menard's, Supplies-\$544.41; Microsoft, Subscription-\$910.00; Mid States Audio, Repair-\$414.06; Midcontinent Communication, Utilities-\$229.04; Midcontinent Communication, Advertising-\$2,505.00; Midwest Laboratories, Testing-\$1,080.04; Midwest Pipe Lining, Supplies-\$51,285.81; Midwest Turf & Irrigation, Equipment-\$86,191.00; Rachel Wrought, Refund-\$106.15; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Area Development, 2024 4th Quarter Allocation-\$41,750.00; Mitchell Concrete Product, Supplies-\$319.00; Mitchell Convention & Visitors Bureau, Oct 2024 Funding-\$20,800.00; Mitchell Iron & Supply, Supplies-\$8.00; Mitchell Main Street and Beyond, 2024 4th Quarter Allocation-\$10,000.00; Mitchell School District, Utilities-\$2,219.60; Mitchell United Way, United Way Deductions-\$173.00; Mobotrex, Supplies-\$472.00; Mueller Lumber, Supplies-\$256.55; Muth Electric, Supplies-\$12,905.04; N-Able Technologies, Supplies-\$171.90; Napa Central, Supplies-\$189.80; North Central Seed, Supplies-\$375.00; Northwest Pipe Fittings, Supplies-\$2,821.10; Northwestern Energy, Utilities-\$46,935.36; One Source The Background, Background Check-\$159.00; Overdrive, Ebook-\$22.44; Overtime, Contract Services-\$1,774.25; PDG Creative, Supplies-\$421.01; Pepsi Cola, Supplies-\$1,654.23; Pheasants Forever Chapter,

Sports Authority Promo-\$2,000.00; Pioneer Designs, Professional Service-\$445.00; Planetair Turf Products, Supplies-\$237.20; Public Health Laboratory, Testings-\$962.00; Qualified Presort, Postage-\$365.38; Quick Med Claims, Contract-\$12,417.30; Raise Em Rank, Corn Palace Games-\$25,135.49; Republic National Distributing, Supplies-\$338.70; Rice Lake West, 2020-20 P.E. #17-\$1,383,477.57; Runnings, Supplies-\$1,092.13; S&M Printing, Supplies-\$55.10; Saga Communications of South Dakota, Advertising-\$559.00; Schoenfelder Construction, Supplies-\$650.00; Schoenfelder Portables, Rentals-\$360.00; Schumacher Elevator, Maintenance-\$234.63; South Dakota Municipal League, Travel-\$100.00; South Dakota Public Assurance Alliance, Insurance-\$189.67; South Dakota Retirement System, Retirement Contributions-\$121,226.14; South Dakota-Supplemental Retirement, Supplemental Retirement-\$3,217.50; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,042.50; Sherwin-Williams, Supplies-\$470.03; Sign Pro, Supplies-\$897.00; Siteworks, 2024-24 P.E. #2-\$7,177.36; South Dakota 811, Message Fees-\$346.50; Standard Insurance, Life Insurance-\$2,808.16; Staples, Supplies-\$41.18; Streicher's - Minneapolis, Supplies-\$1,750.43; Sturdevants Auto Value, Supplies-\$210.56; Subway, Planning Meals-\$44.95; Sun Gold Sports, Supplies-\$35.00; T.H. Custom, Supplies-\$8,840.00; The Dugout, Contract Services-\$2,424.00; The Safe Place of Eastern South Dakota, Cdbg Grant-\$276,246.40; Thomas L Price, Screening-\$350.00; Thomson Reuters - West, Subscription-\$824.82; Thune True Value & Appliance, Supplies-\$108.61; Titan Machinery-Applications, Supplies-\$157.77; TMA Stores, Supplies-\$902.71; Travis Hohrman, Reimbursed-\$33.00; UL, Professional Service-\$5,757.50; US Bank, Revenue Refunding Bonds-\$550.00; USA Bluebook, Supplies-\$341.34; Van Diest Supply, Supplies-\$776.75; Verizon Wireless, Utilities-\$762.80; Vern Eide Chevrolet GMC, Towing-\$250.00; Vern Eide Ford, Supplies-\$31.00; Vestis, Mat Cleaning-\$327.27; Wisconsin Child Support, Garnishment-\$395.58; Ellwein Brothers, Supplies-\$1494.00

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

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of 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. The property is zoned UD Urban Development District. The Planning Commission recommended approval of said application. Moved by Barington, seconded by McCardle, to postpone the application for automotive sales, repair, parts, detailing until November 4, 2024 with the condition Josh Frost is in attendance. Motion carried. Moved by Tjarks, seconded by Barington, to postpone the application for outside storage until November 4, 2024 with the condition Josh Frost is in attendance. Motion carried.

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

CONSIDER APPROVAL:

Moved by McCardle, seconded by Sabers, to approve the quote for shredding tires at the Landfill with Saber Shred Solution in the amount of \$235/ton. Motion carried.

Moved by McCardle, seconded by Tjarks, to deny the Vehicle for Hire Company Application for Speedy Taxi. Motion carried.

Council Member McCardle is now present.

Moved by McCardle, seconded by Goldammer, to approve Agreement #A2024-42, Updated Water Supply Contract with Randall Community Water District. Motion carried.

HEARING:

It was advised that this is the date and time set for hearing on the proposed resolution for Necessity for the construction of curb & gutter, asphalt surfacing, concrete fillets, concrete valley gutter, concrete approaches, engineering fees, and miscellaneous expenses for West Plum Avenue and South Wisconsin Street. Public Works Director Joe Schroeder reviewed the proposed resolution. No property owners were present for discussion. The hearing was then closed.

RESOLUTIONS:

Moved by Sabers, seconded by Goldammer, to approve Resolution #R2024-64, Resolution of Necessity for Construction on Plum Avenue, as follows:

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
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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 \$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.

Motion carried and resolution declared duly adopted.

Moved by Smith, seconded by Tjarks, to approve Resolution #R2024-68, Transfer of Lot 58-A Indian Head Subdivision, as follows:

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 Justin and Megan Luther for \$7,704.00; and

THEREFORE, BE IT RESOLVED BY THE MITCHELL CITY COUNCIL, that the City hereby accepts the offer made by Justin and Megan Luther 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.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Smith, seconded by McCardle, to place 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 be changed from R3 Medium Density Residential District to HB Highway Oriented Business District on first reading. Motion carried.

EXECUTIVE SESSION:

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

Mayor Hanson declared the board out of executive session at 8:09 p.m. and the City Council to reconvene in regular session at 8:10 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 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.

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

Jon Osterloo
Planning Commission Vice-Chairperson



Planning Commission 10-28-24
City Council Chambers, City Hall, 612 N. Main Street
October 28, 2024

1. Call to Order

Chairperson Genzlinger called the October 28, 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, Osterloo, Schmit (12:02), Schreurs, Sonne.

Absent: Jirsa.

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

3. Declaration Of Conflicts Of Interests

Sonne item # 8.

4. Approve Agenda

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

Schmitz joined the meeting.

5. Approval of Previous Minutes: October 15, 2024

Motion by Sonne, seconded by Havlik to approve the amended minutes of the October 15, 2024 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: November 12, 2024

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

7. Hearing and Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #38

Jenniges gave an overview of the area where TIF 38 would be located. He noted it was published in the official newspaper. This TIF is to modify an existing building into a brewery to be named Palace City Brewing. The applicant has been working with the railroad for the past couple of years to establish a boundary which has delayed the final TIF application. Jenniges noted the applicant is requesting around \$500,000 and has eligible TIF expenses of around

\$990,000. This is a developer-financed TIF which makes this a grant pass through and does not go against the city's constitutional debt. The applicant has 5 years to spend the \$500,000 and 20 years to pay it back through the tax increase. The applicant was present to answer questions.

Johnson noted the applicant waved the discretionary formula and will have to certify their costs with city finance.

Motion by Havlik, seconded by Sonne, to set the boundaries for TIF District #38 to include the following:

LOT R-1 OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL LYING IN THE SE ¼ OF SECTION 21, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, ACCORDING TO THE PLAT FILED IN BOOK 21 OF PLATS, PAGE 39 ON SEPTEMBER 16, 2005 IN THE OFFICE OF THE REGISTER OF DEEDS, DAVISON COUNTY, SOUTH DAKOTA

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

Motion by Havlik, seconded by Osterloo to approve the project plan and recommend approval of TIF District #38. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – absent, Osterloo – aye, Schmitz – abstain, Schreurs – aye, Sonne – aye. 5 aye, 0 nay, 1 abstain, 1 absent; motion carried.

8. Hearing and Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #39

Jenniges gave an overview of the area where TIF 39 would be located. He noted it was published in the official newspaper. MAD Garage is located currently in Commerce Park and will be relocated to the intersection of the bi-pass and Main Street. It will create 5 new jobs.

Jenniges noted the applicant is requesting around \$330,000 and has eligible TIF expenses of around \$330,000. This is a developer-financed TIF which makes this a grant pass through and does not go against the city's constitutional debt. The applicant has 5 years to spend the \$330,000 and 20 years to pay it back through the tax increase. The applicant was present to answer questions.

Johnson noted the same comments as TIF 38, the applicant waved the discretionary formula and will have to certify their costs with city finance.

Don Petersen, representing the applicant, introduced Spencer Maschen of MAD Garage.

They believe this TIF will help with the rebirth of N Main St along with the Krohmer Plumbing TIF that was already approved. The applicant has an existing business and will move to a new location. He will also be expanding his business by washing more implement equipment.

Motion by Schmitz, seconded by Havlik, to set the boundaries for TIF District #39 to include the following:

OUTLOTS 20 AND 21 LESS AND EXCEPT LOTS H1 AND LOTS H2 OF GREEN'S OUTLOTS IN THE NW ¼ OF SECTION 15, T 103 N, R 60 W OF THE 5TH P.M., CITY OF

MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

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

Motion by Osterloo, seconded by Sonne to approve the project plan and recommend approval of TIF District #39. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – absent, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – abstain. 5 aye, 0 nay, 1 abstain, 1 absent; motion carried.

9. Plat: Ellwein, Denis & Brenda

Plat of Lot B of Big Bend Addition in the NW 1/4 of Section 1 and the NE 1/4 of Section 2, All in T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges noted this is outside city limits and the ETJ but within 3 miles of city limits. Davison County has the zoning jurisdiction for this land. They will hear it at their November meetings. The applicant was not present to answer questions.

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

10. Plat: Riggs, Rondald & Michele

Plat of Tract 3 in the West 626.84 feet of Lot 5 of Crane's Addition, in the SE 1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges noted this is outside the city limits, but with the ETJ, therefore, it is the City of Mitchell's zoning jurisdiction. This meets the requirements for Urban Development zoning. The applicant was not present to answer questions.

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

11. Plat: CJM Consulting Inc

Plat of Lot 10, Block 1 of Westwood First Addition, a subdivision of SW 1/4 of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges explained the location of this plat. It is zoned TWC and fits within the zoning code. The applicant was not present to answer questions.

Genzlinger questioned drainage for the area to which Schroeder said the applicant will be performing a complete site review prior to any building permit being issued.

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

12. Plat: Railroad Pines LLC

Plat of Lot A-3, a subdivision of Lot A-1 of N. Boyden First Addition, a subdivision of the SE 1/4 of the NE 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges noted this is outside the city limits, but with the ETJ, therefore it is the City of Mitchell's zoning jurisdiction. This meets the requirements for R4 High Density Residential District. They are platting off the dwelling to sell. The applicant was not present to answer questions.

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

13. Plan Approval: Tingle, Merlin

Jenniges explained the applicant would like to build a cold storage building at 1800 S Loma Linda Drive. This is zoned Highway Oriented Business District. The water will run to the southwest of the property where there is a culvert. He is cleaning out the ditch running south from Loma Linda Drive to help mitigate drainage issues for the area. The applicant was not present to answer questions.

Schroeder noted the existing property with gravel already has runoff and putting a building on it will not change the runoff.

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

14. Other Business:

Jenniges noted there were two citizens and one board member that came to the October 16, 2024 zoning open house.

Jenniges stated he attended the SDPA in Box Elder this past weekend. Main topics were parking, hybrid zoning, vacation rentals and floodplain.

15. Public Input:

None.

16. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:25 P.M.

Kevin Genzlinger
Planning Commission Chairperson

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Due to wind storm damage incurred at the Sports Complex on May 21, 2024, a property insurance claims check was received to cover the destruction of a light pole and attached light fixtures at the east softball complex. Said funds were deposited into city coffers and will be expensed as per below. The total related expense for this storm damage was \$40,133.97, but a \$5,000 deductible was required, and that amount has already been expensed to 101-41460-42110.

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: 10-28-2024

Organization: AREA Community Theatre

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: Devin Carey

Address: 700 N Main St

Phone #: 605 996 9137

Email: mitchellact@santel.net

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

Dates of Ticket Sales: December 6-8 & 13-15, 2024

Date of Raffle Drawing: December 16, 2024

Value of Raffle Prize: 50/50

Proceeds Benefitting: Phase 2 Support Our Stage (roof)

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

Date Received: 10-28-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 10/30/24

Organization: Mitchell Quarterback Club

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: David A Brown

Address: 105 N Harmon Dr

Phone #: 605-770-0336

Email: dbrown@contrastbank.com

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

Dates of Ticket Sales: 11/30/24 - 1/30/25

Date of Raffle Drawing: 1/31/25

Value of Raffle Prize: \$1,200

Proceeds Benefitting: Mitchell High School Girls BB

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

Date Received: 10-30-24

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:	November 4, 2024	Requested By:	Elizabeth Kitchens
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Volunteer List		
Explanation/Background of Agenda Item Requested:	Hudson Haley
Carter Miller
Karter Sibson
Cody Weidner		

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:	November 4, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	612-43220-43470, \$100,000 Sanitation Enterprise Fund		
Agenda Item:	Purchase of Walking Floor Trailer off of BuyBoard for Recycling Project #2024-31		
Explanation/Background of Agenda Item Requested:	Staff requests City Council approval for the purchase of a Walking Floor Trailer for Sanitation-Recycling. The quoted price be delivered to the City is \$105,170.00. The 2024 budget has \$100,000 for this item. The additional \$5,170 will be taken from the Sanitation Enterprise Fund. The contract is with Wilkens Industries, Inc., utilizing the BuyBoard Contract #686-22 for the described piece of equipment. Staff recommends City Council approval for the purchase of the equipment.		



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*Responding vendors must read all sections of this Proposal Invitation carefully.
Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.*

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 686-22 for Refuse and Recycle Bodies, Containers and Other Transport Bodies must be received on or before 4:00 PM June 30, 2022**, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com



PROPOSAL INVITATION No. 686-22

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at <https://buyboard.ionwave.net/BrowserCompatibility.html>.
- **VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL.** Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
 - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **PROPOSAL SPECIFICATIONS** – Select the "Line Items" tab to locate the Proposal Specifications.
 - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.



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- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
 - i. **Manufacturers shall be listed in alphabetical order**
 - ii. **Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**
- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
 - If an error or multiple errors occur, the system will display the location of the error(s).
 - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
 - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**
- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD.* **Paper copies will NOT be accepted.**
- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
 - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
 - a. **Manufacturers shall be listed in alphabetical order**
 - b. **Vendor must list one specific percentage discount for each manufacturer listed.**
- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759



VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL.

Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors **MUST** include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.



GENERAL INFORMATION

Proposal Invitation No. 686-22 – Refuse and Recycle Bodies, Containers and Other Transport Bodies

****Please make sure that you have reviewed and completed all sections of this Proposal Invitation.***

- 1. Notice of Proposal Invitation and Instructions to Proposers**
- 2. General Information**
- 3. Proposal Forms**
- 4. Proposal Specifications**
- 5. General Terms and Conditions**
- 6. BuyBoard Technical Requirements**
- 7. Additional Terms and Conditions for BuyBoard Self-Reporting**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Refuse and Recycle Bodies, Containers and Other Transport Bodies that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and an hourly not-to-exceed rate for labor for installation and repair. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from December 1, 2022, through November 30, 2023, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is \$22,821,388; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.



SERVICE FEE

For **all bodies**, an awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of \$400 per purchase order generated from any contract awarded under this Proposal Invitation. It will be the awarded Vendor's responsibility to collect the fee of \$400 per purchase order from the Cooperative member for all bodies. **This fee is NOT to be included in the price of the bodies for the purpose of this Proposal**; however, it must be shown as a line-item price on the individual quotes to the purchaser.

For **all other items (including containers, hoists, and recyclers)**, an awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per purchase order generated from any contract awarded under this Proposal Invitation, and **the service fee is to be included in the awarded pricing**.

Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION

An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.



BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance/EDGAR):

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.



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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Refuse and Recycle Bodies, Containers and Other Transport Bodies

Proposal Due Date/Opening Date and Time:
June 30, 2022, at 4:00 PM

Proposal Invitation Number: 686-22

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: December 1, 2022, through November 30, 2023, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2022

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company

Date

Street Address

Signature of Authorized Company Official

City, State, Zip

Printed Name of Authorized Company Official

Telephone Number of Authorized Company Official

Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☐ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: _____



RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name

Address

City

State

Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☐ No

Initial: _____



NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business** ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

- ☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: _____



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: _____



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☐ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

Initial: _____



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: _____



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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- ☐ **NO**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.
- ☐ **YES**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: _____



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient 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.

Vendor agrees to comply with the above requirements when applicable.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____



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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Company Name

Signature of Authorized Company Official

Printed Name and Title

Date



PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: _____
*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$_____. (The period of the 12-month period is ____/____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____

Proposed Discount (%): _____

Explanation: _____



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. _____					
2. _____					
3. _____					
4. _____					
5. _____					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

TEXAS REGIONAL SERVICE DESIGNATION

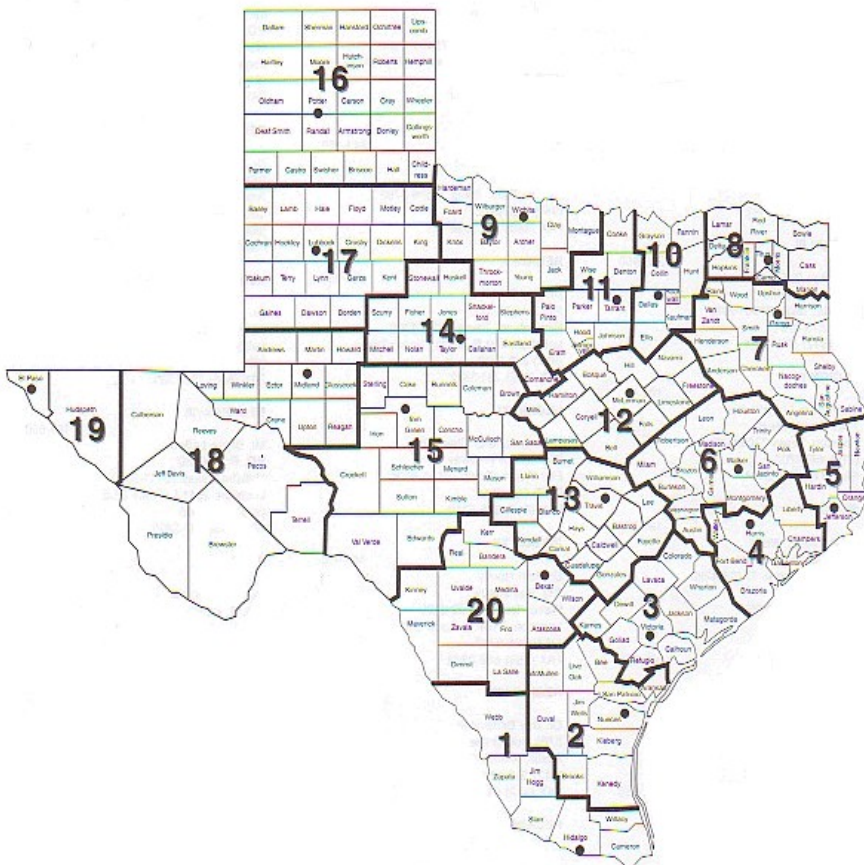
This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers

Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio





STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.*

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor

Proposal Invitation Number

Signature of Authorized Company Official

Printed Name of Authorized Company Official

Date



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.



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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.



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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Section I: Refuse Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers).
2. Discount (%) off catalog/pricelist for **Base Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers).
3. Discount (%) off catalog/pricelist for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar related containers).
4. Discount (%) off catalog/pricelist for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or other similar related containers).
5. Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers).
6. Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or other similar related containers).
7. Discount (%) off catalog/pricelist for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other similar related containers).
8. Discount (%) off catalog/pricelist for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33 cubic yard or other similar related containers).
9. Discount (%) off catalog/pricelist for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other similar related containers).
10. Discount (%) off catalog/pricelist for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or other similar related containers).
11. Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar related containers).
12. Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Container** (27 cubic yard or other similar related containers).
13. Discount (%) off catalog/pricelist for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other similar related containers).
14. Discount (%) off catalog/pricelist for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers).
15. Discount (%) off catalog/pricelist for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other similar related containers).



16. Discount (%) off catalog/pricelist for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related containers).
17. Discount (%) off catalog/pricelist for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related containers).
18. Discount (%) off catalog/pricelist for **Base Model Recycling Container** (35 to 42 cubic yard or other similar related containers).
19. Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers).
20. Discount (%) off catalog/pricelist for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes).
21. Discount (%) off catalog/pricelist for **Base Model High-Capacity Recycler** (various cubic sizes).
22. Discount (%) off catalog/pricelist for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers).
23. Discount (%) off catalog/pricelist for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes).
24. Discount (%) off catalog/pricelist for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings).
25. Discount (%) off catalog/pricelist for **Base Model Semi Trailer** (33 to 37 cubic yard or other similar related containers).
26. Discount (%) off catalog/pricelist for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes).
27. Discount (%) off catalog/pricelist for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers).
28. Discount (%) off catalog/pricelist for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers.**

Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers

29. Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers.**

Section III: Dump Bodies, Concrete Mixers, and Related Items

30. Discount (%) off catalog/pricelist for **Base Model Dump Body** (2 to 18 cubic yard or other similar related containers).
31. Discount (%) off catalog/pricelist for **Base Model Concrete Mixer** (8 to 13 cubic yard or other similar related containers, Truck Mounted).
32. Discount (%) off catalog/pricelist for **Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors.**
33. Discount (%) off catalog/pricelist for **Base Model Live Bottom Dump Trailers, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
34. Discount (%) off catalog/pricelist for **Base Model Live Bottom Truck Bodies, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
35. Discount (%) off catalog/pricelist for **All Other Dump Bodies, Concrete Mixers, and Related Items.**

Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers

36. Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items.**

Section V: Repair Parts and Supplies

37. Discount (%) off catalog/pricelist for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment, Containers, Dump Bodies, and Mixers.**

Section VI: Installation and Repair Service

38. **Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other Transport Bodies - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.**



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☐ Reviewed/Completed: **Proposal Acknowledgements**
- ☐ Reviewed/Completed: **Felony Conviction Disclosure**
- ☐ Reviewed/Completed: **Resident/Nonresident Certification**
- ☐ Reviewed/Completed: **Debarment Certification**
- ☐ Reviewed/Completed: **Vendor Employment Certification**
- ☐ Reviewed/Completed: **No Boycott Verification**
- ☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☐ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☐ Reviewed/Completed: **Deviation and Compliance**
- ☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☐ Reviewed/Completed: **Confidential/Proprietary Information**
- ☐ Reviewed/Completed: **EDGAR Vendor Certification**
- ☐ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☐ Reviewed/Completed: **Vendor Business Name**
- ☐ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
- ☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☐ Reviewed/Completed: **Governmental References**
- ☐ Reviewed/Completed: **Company Profile**
- ☐ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
- ☐ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
- ☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
- ☐ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☐ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** (*Optional*)
- ☐ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and Manufacturer Authorization Letters shall be submitted with the Proposal or the Proposal will not be considered.*



GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or "Cooperative Administrator" means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

- (a) This Proposal Invitation;
- (b) Vendor's Proposal;
- (c) Notice of Award issued to Vendor by the Cooperative; and
- (d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)



"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or **"member"** means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.



In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).



Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- (a) A "cost plus" Proposal will not be accepted;
- (b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
- (c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
- (d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).



The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

- (a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
- (b) Section B.12, Certifications;
- (c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
- (d) Section E.6.b, Payments;
- (e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
- (f) Section E.12, Service Fee;
- (g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
- (h) Section E.14, Sales Tax;
- (i) Section E.15, Use of BuyBoard Logo and Trade Name;
- (j) Section E.16, Indemnification;
- (k) Section E.17, Intellectual Property Infringement;
- (l) Section E.18, Remedies for Default and Termination of Contract;
- (m) Section E.19, Force Majeure;
- (n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

- (a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
- (b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.



The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

- 1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);
- 2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and



- 3) on completion of the Contract (including any Purchase Order thereunder), either:
- (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
 - (B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.



Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

- 1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
- 2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
- 4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.



(b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

- 1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
- 4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
- 7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;
- 8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
- 9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
- 10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
- 11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.



14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.



The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- (a) Resident/Nonresident Certification;
- (b) Vendor Employment Certification;
- (c) Historically Underutilized Business Certification
- (d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.



2. Applicable Terms and Conditions; Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

- (a) Detailed product or service requirements for the specific Cooperative member purchase;
- (b) Product delivery times and requirements for the specific Cooperative member purchase;
- (c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
- (d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
- (e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
- (f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.



E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted



by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
- (B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.



2) Discount Off Catalog or Pricelist

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
- (B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates

Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases

Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited

If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.



5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).



(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the foregoing, updated catalogs shall **not** be permitted to include any of the following:

- 1) Items that are outside the category or categories under which Vendor was awarded;
- 2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
- 3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
- 4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.



Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the



performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software,



hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.



Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor



shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILITY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.



17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- 1) Materially misleading or false statement(s) in Vendor's Proposal;
- 2) Delivery of product or services that fail to meet the item specifications;
- 3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
- 4) Delivery of a product substitution, except as specifically authorized by the Contract;
- 5) Failure to meet required delivery schedules;
- 6) Failure to timely supply Awarded Items at the Awarded Pricing;
- 7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
- 8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
- 9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;



- 10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
- 11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
- 12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.



A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.



If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.



7. Right to Assurance

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures

Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.



APPENDIX I

BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

Preferred:

- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

Other acceptable formats:

- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. Do not include: -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125



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Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). This should <u>not</u> be a numeric value.	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. Do not provide: -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount. Cannot be left blank. DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A
Discount Percent OR	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A



Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. Do not provide: -A link to the home page of your website	Text	1000
Vendor Thumbnail Image Url	Optional	A link to a catalog product thumbnail image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted. To make a product unique, it must have one of the following:**

1- A unique Vendor Product Number

2- A unique Vendor Product Number + UOM combination

DESIRED RESULT:

Product A - 1234567 - EA (different vendor product numbers)

Product B - 1234568 - EA

-OR-

Product A - 1234567 - EA (same vendor product number, different UOM)

Product B - 1234567 - PK

WRONG:

Product A - 1234567 - EA

Product B - 1234567 - EA



APPENDIX II

ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.
2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:
 - i. BuyBoard member name;
 - ii. Purchase Order amount;
 - iii. Purchase Order number;
 - iv. Date Purchase Order submitted to vendor;
 - v. Date purchase executed / completed / delivered;
 - vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
 - vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
 - viii. Final purchase amount total (as invoiced to BuyBoard member);
 - ix. Invoice Date.
3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.
4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.



5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.
6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.
7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.
8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.
9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

Abilene Reporter-News

PART OF THE USA TODAY NETWORK

Certificate of
Publication

TEXAS ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD

AUSTIN, TX 78759

STATE OF WISCONSIN)

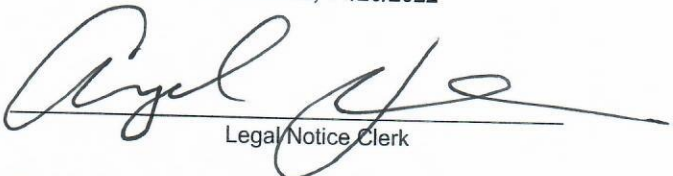
COUNTY OF BROWN)

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reporter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas by:

TEXAS ASSOC OF SCHOOL BOARDS

On the following issue(s) dated to wit:

01/19/2022, 01/26/2022


Legal Notice Clerk

On this January 26, 2022, I certify that the attached document is a true and exact copy made by the publisher.:


Notary Public, State of Wisconsin, County of Brown


My Commission Expires

Publication Cost: \$850.84
Ad No: 0005089747
Customer No: 1225040
PO #: 5089747
of Affidavits 1
This is not an invoice

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Texas Association of School
Boards

Proposal Number, Proposal
Name, Proposal Deadline,
Contract Effective Date,
Contract Expiration Date

675-22, General Disaster Re-
covery and Restoration
Services, 3/17/2022 at 4:00
PM, 10/1/2022 to 9/30/2025

676-22, Sewer Inspection and
Cleaning Products, 3/24/2022
at 4:00 PM, 10/1/2022 to
9/30/2025

677-22, Parks and Sports
Field Lighting Products and
Installation Services,
4/7/2022 at 4:00 PM, 10/1/2022
to 9/30/2025

678-22, Scoreboards, Signage
and Digital Display Prod-
ucts and Installation Serv-
ices, 4/21/2022 at 4:00 PM,
10/1/2022 to 9/30/2025

679-22, Parks and Recrea-
tion Equipment, Products
and Installation Services,
4/28/2022 at 4:00 PM,
10/1/2022 to 9/30/2025

680-22, Farm, Livestock and
Ranch Equipment and
Products, 5/5/2022 at 4:00
PM, 10/1/2022 to 9/30/2025

681-22, Job Order Contract-
ing for Energy Conservation
and Efficiency, 5/19/2022 at
4:00 PM, 10/1/2022 to
9/30/2027

682-22, Commercial Washers
and Dryers, 5/26/2022 at 4:00
PM, 12/1/2022 to 11/30/2025

683-22, Food Service Equip-
ment, Supplies and Applian-
ces, 6/9/2022 at 4:00 PM,
12/1/2022 to 11/30/2025

684-22, Ditching, Trenching,
Debris/Scrap and Other
Utility Equipment, 6/16/2022
at 4:00 PM, 12/1/2022 to
11/30/2025

685-22, Construction, Road
and Bridge, and Other Re-
lated Equipment, 6/23/2022
at 4:00 PM, 12/1/2022 to
11/30/2025

686-22, Refuse and Recycle
Bodies, Containers and Oth-
er Transport Bodies,
6/30/2022 at 4:00 PM,
12/1/2022 to 11/30/2025

687-22, Trailers, Optional
Equipment, Parts and
Maintenance Repair Serv-
ice, 7/14/2022 at 4:00 PM,
12/1/2022 to 11/30/2025

688-22, Medium and Heavy
Duty Trucks, Parts and
Maintenance Repair Serv-
ice, 8/18/2022 at 4:00 PM,
12/1/2022 to 11/30/2025

689-22, Vehicles, Police Mo-
torcycles, Parts and Main-
tenance Repair Service,
8/18/2022 at 4:00 PM,
12/1/2022 to 11/30/2025

"Sealed proposals will be
received by the Local
Government Purchasing Co-
operative, Cooperative Pur-
chasing Office, 12007 Re-
search Blvd., Austin, TX
78759:

NOTE: Proposal Invitations

will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

AFFP

Texas Association of School Bo

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF POTTER }

SS

Jaime Pipkin, being duly sworn, says:

That she is Multi-Media Account Executive of the Amarillo
Globe-News, a daily newspaper of general circulation,
printed and published in Amarillo, Potter County, Texas;
that the publication, a copy of which is attached hereto,
was published in the said newspaper on the following

January 19, 2022, January 26, 2022

That said newspaper was regularly issued and circulated
on those dates.

SIGNED:

J. Pipkin

Multi-Media Account Executive

Subscribed to and sworn to me this 26th day of January
2022.

Kimberly Dawn Megrew

Kimberly Dawn Megrew, Notary Public, Potter County,
Texas

My commission expires: January 09, 2023



Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Legal Notices

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

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BROWNSVILLE The Herald

PUBLISHER'S AFFIDAVIT

I Sally Rodriguez, being duly sworn on her oath states that she is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

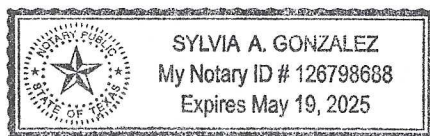
Date: January 19, 26, 2022

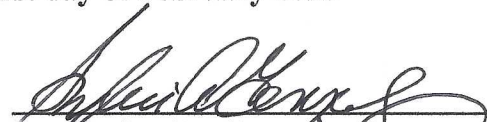
Acct: 40021292-Texas Asso. Of School Boards

Ticket: 30202702-Request For Proposals


SALLY RODRIGUEZ

Subscribed and sworn to before me on this the 01st day of February 2022




Notary Public, Cameron County
State of Texas

Texas Association of School Boards

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AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

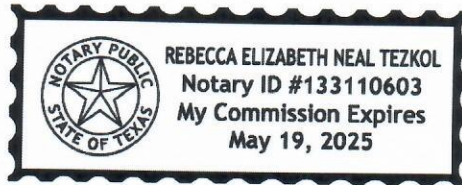
Before me, a Notary Public in and for Dallas County, this day personally appeared Mert Tezkol, advertising Representative for The Dallas Morning News, being duly sworn by oath, states the attached advertisement of

TEXAS ASSN OF SCHOOL BOARDS AD# 1815162
was published in The Dallas Morning News

DATE PUBLISHED

January 19, 2022

January 26, 2022



A handwritten signature in black ink, appearing to read "Mert Tezkol".

Mert Tezkol

January 26, 2022

A handwritten signature in black ink, appearing to read "Rebecca E. Tezkol".

(Notary Public)

Ad Content

Texas Association of School Boards

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El Paso Times

PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005089352

This is not an invoice

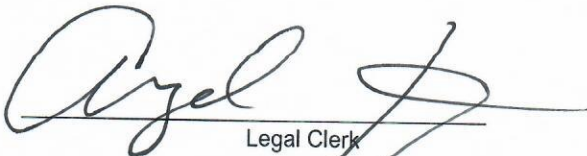
TEXAS ASSOCIATION OF SCHOOL BO
12007 RESEARCH BLVD

AUSTIN, TX 78759-2429

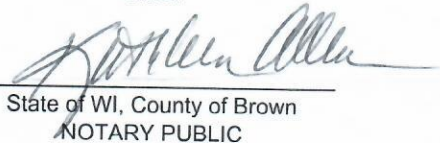
I, being duly sworn say: **El Paso Times**, a daily newspaper of general circulation published in the City and County El Paso, State of Texas, which is a newspaper of general circulation and which has been continuously and regularly published for the period of not less than one year in the said County of El Paso, and that he/she was upon the dates herein mentioned in the EL PASO TIMES.

That the LEGAL copy was published in the EL PASO TIMES for the date(s) of such follows DAY(s) to wit

01/19/2022, 01/26/2022


Legal Clerk

Subscribed and sworn before me this January 26,
2022:


State of WI, County of Brown
NOTARY PUBLIC

1-7-25
My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

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#5089352, El Paso Times, Jan. 19, 26, 2022

Ad # 0005089352

PO #:

of Affidavits 1

This is not an invoice



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

TEXAS ASSOCIATION OF SCHOOL

0034175946

Houc004513224

RAN A LEGAL NOTICE

SIZE BEING: 3 x58 L

Product

HOU Chronicle

HOU Chronicle

Date

Jan 19 2022

Jan 26 2022

Class

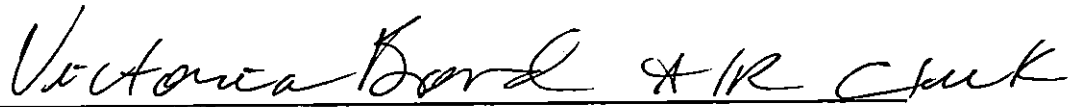
Bids and Proposals

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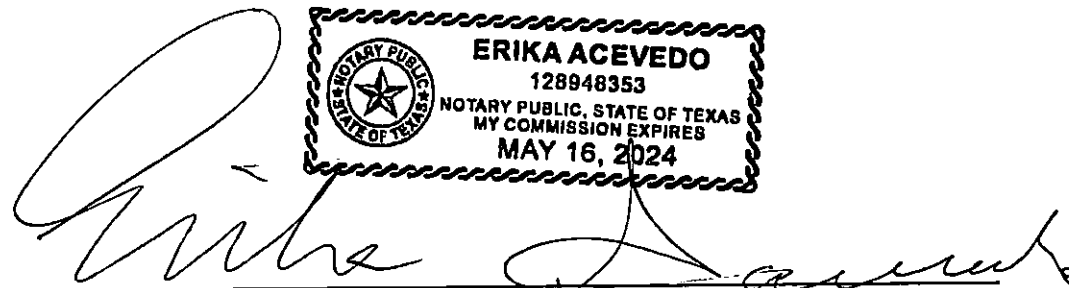
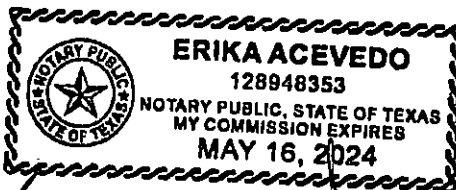
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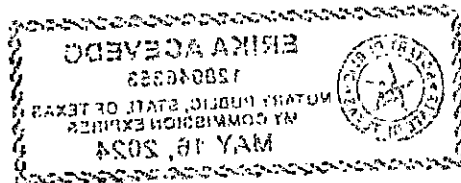
B 4

B 5


NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 26th Day of January A.D. 2022


Notary Public in and for the State of Texas



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AFFP

Texas Association of School Bo

Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Affidavit of Publication

State of Wisconsin
County of Brown

I, said Legal Clerk, being duly sworn, says:

That I am the Legal Clerk of the Avalanche-Journal, a daily newspaper of general circulation, printed and published in Lubbock, Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 19, 2022, January 26, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Linda Tuttle
Legal Clerk

Subscribed to and sworn to me this 26th day of January 2022.

Amy Kokott
Notary Public, State of Wisconsin, County of Brown

My commission expires: 6/30/2025

00008868 16113066

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678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

STATE OF OKLAHOMA,
COUNTY OF OKLAHOMA

} SS.

Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of The Oklahoman which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

TEXAS ASSOCIATION OF SCHOOL BOARDS
84453

AdNumber	Publication	Page	Date
0000683328-01	OC- The Oklahoman	B11	02/02/2022
0000683328-01	OC- The Oklahoman	B14	02/09/2022

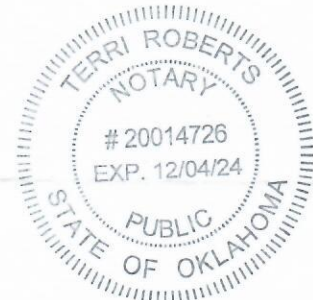
Bryan Miller
Agent: Bryan Miller

Date: 02/09/2022

Subscribed and sworn to be me before this date : 02/09/2022

Terri Roberts
Notary: Terri Roberts

Date: 02/09/2022



AD#: 0010218716

State of Oregon,) ss

County of Multnomah)

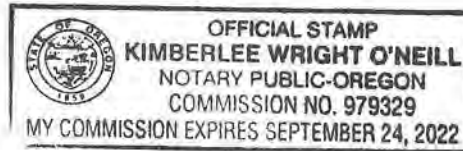
Kate O'Neill being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that The Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

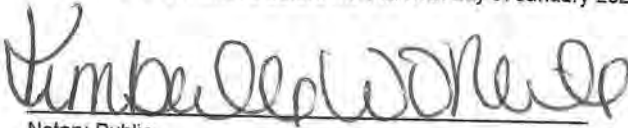
The Oregonian 01/19, 01/26/2022



Principal Clerk of the Publisher

Sworn to and subscribed before me this 31th day of January 2022





Notary Public

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

- 675-22, General Disaster Recovery and Restoration Services, 3/17/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
- 676-22, Sewer Inspection and Cleaning Products, 3/24/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
- 677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
- 678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
- 679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
- 680-22, Farm, Livestock and Ranch Equipment and Products, 5/5/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
- 681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
- 682-22, Commercial Washers and Dryers, 5/26/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
- 683-22, Food Service Equipment, Supplies and Appliances, 6/9/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
- 684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment, 6/16/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
- 685-22, Construction, Road and Bridge, and Other Related Equipment, 6/23/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
- 686-22, Refuse and Recycle Bodes, Containers and Other Transport Bodes, 6/30/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
- 687-22, Trailers, Optional Equipment, Parts and Maintenance Repair Service, 7/14/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
- 688-22, Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
- 689-22, Vehicles, Police Motorcycles, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Standard-Times

PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

TEXAS ASSOCIATION OF SCHOOL BOARDS
P O BOX 400

AUSTIN, TX 78767

State of Wisconsin, County of Brown

On **January 26, 2022**, personally appeared before me the undersigned, a Notary Public in and for said county and state, legal clerk of the **SAN ANGELO STANDARD-TIMES**, a daily newspaper published in San Angelo, County of TOM GREEN, State of Texas and of general circulation in the following counties: **Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton**. The attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues there of the issue(s) dated as follows:

01/19/2022, 01/26/2022

Subscribed and sworn to before me on January 26, 2022


Legal Clerk


Notary Public, State of WI, County of Brown

8-25-23
My commission expires

SHELLY HORA
Notary Public
State of Wisconsin

Publication Cost: \$1,145.62

Ad No: 0005090315

Customer No: 1244504

PO #:
of Affidavits 1

This is not an invoice

**Texas Association of School
Boards**

Proposal Number, Proposal
Name, Proposal Deadline,
Contract Effective Date,
Contract Expiration Date

675-22, General Disaster Re-
covery and Restoration
Services, 3/17/2022 at 4:00
P.M., 10/1/2022 to 9/30/2025

676-22, Sewer Inspection and
Cleaning Products, 3/24/2022
at 4:00 P.M., 10/1/2022 to
9/30/2025

677-22, Parks and Sports
Field Lighting Products and
Installation Services,
4/7/2022 at 4:00 P.M., 10/1/2022
to 9/30/2025

678-22, Scoreboards, Signage
and Digital Display Prod-
ucts and Installation Serv-
ices, 4/21/2022 at 4:00 P.M.,
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679-22, Parks and Recrea-
tion Equipment, Products
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4/28/2022 at 4:00 P.M.,
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680-22, Farm, Livestock and
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P.M., 10/1/2022 to 9/30/2025

681-22, Job Order Contract-
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and Efficiency, 5/19/2022 at
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9/30/2027

682-22, Commercial Washers
and Dryers, 5/26/2022 at 4:00
P.M., 12/1/2022 to 11/30/2025

683-22, Food Service Equip-
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ces, 6/9/2022 at 4:00 P.M.,
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684-22, Ditching, Trenching,
Debris/Scrap and Other
Utility Equipment, 6/16/2022
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and Bridge, and Other Re-
lated Equipment, 6/23/2022
at 4:00 P.M., 12/1/2022 to
11/30/2025

686-22, Refuse and Recycle
Bodies, Containers and Oth-
er Transport Bodies,
6/30/2022 at 4:00 P.M.,
12/1/2022 to 11/30/2025

687-22, Trailers, Optional
Equipment, Parts and
Maintenance Repair Serv-
ice, 7/14/2022 at 4:00 P.M.,
12/1/2022 to 11/30/2025

688-22, Medium and Heavy
Duty Trucks, Parts and
Maintenance Repair Serv-
ice, 8/18/2022 at 4:00 P.M.,
12/1/2022 to 11/30/2025

689-22, Vehicles, Police Mo-
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8/18/2022 at 4:00 P.M.,
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"Sealed proposals will be
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Government Purchasing Co-
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search Blvd., Austin, TX
78759:

NOTE: Proposal Invitations
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Cooperative reserves the
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bids and to waive any for-
malities in bidding except
time of filing.

HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS - NEWS AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

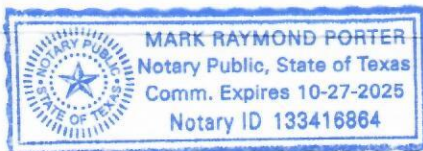
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34175867	SAE Express-News	01/19/22
			SAE Express-News	01/26/22

Geena Garza
Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 27th day of Jan. A.D. 2022

Notary public in and for the State of Texas



Mark Porter

Texas Association of School Boards

Proposal Number, Proposal Name,
Proposal Deadline, Contract Effective
Date, Contract Expiration Date

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"Sealed proposals will be received by the
Local Government Purchasing Coopera-
tive, Cooperative Purchasing Office,
12007 Research Blvd., Austin, TX 78759:

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The Cooperative reserves the right to
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formalities in bidding except time of filing.



12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

Bonding Regulatory Notice

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 www.buyboard.com

BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or “interlocal contract” satisfies the Texas law requirement of local governments to seek competitive procurement for the purchase of goods or services.ⁱ Therefore, you may purchase goods and services from a vendor under Texas law through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard contract, such as a Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE. Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** A local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project. ^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. If federal funds are involved, additional requirements may apply. (See the Purchasing with Federal Funds BuyBoard Advisory available on the BuyBoard® website for additional information on purchases with federal funds.) By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

October 12, 2022

Sent Via Email: dougs@wilkens-ind.com

Wilkens Industries, Inc.
Wilkens Industries, Inc.
184 South County Road 22
Morris, MN 56267

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 686-22, Refuse and Recycle Bodies, Containers and Other Transport Bodies

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2022 through November 30, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 686-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,



Lana Rybaski, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



October 12, 2022

Sent Via Email: dougs@wilkens-ind.com

Wilkens Industries, Inc.
Wilkens Industries, Inc.
184 South County Road 22
Morris, MN 56267

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 686-22, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2022 through November 30, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 686-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

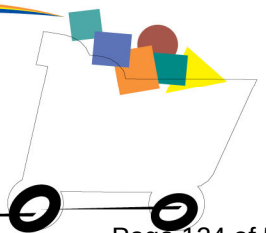
A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

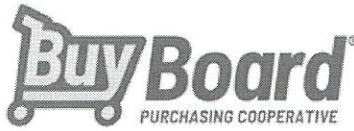
On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Lana Rybaski, Bid Analyst
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021





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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Refuse and Recycle
Bodies, Containers and Other Transport Bodies

Proposal Due Date/Opening Date and Time:
June 30, 2022, at 4:00 PM

Proposal Invitation Number: 686-22

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: December 1, 2022, through
November 30, 2023, with two possible one-year
renewals.

Anticipated Cooperative Board Meeting Date:
October 2022

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Wilkens Industries Inc

Name of Proposing Company

6/20/22

Date

184 South Co. Rd 22

Street Address

Signature of Authorized Company Official

Morris, MN 56267

City, State, Zip

Doug Storck

Printed Name of Authorized Company Official

800-833-6045

Telephone Number of Authorized Company Official

Sales Manager

Position or Title of Authorized Company Official

320-589-1974

Fax Number of Authorized Company Official

48-1195813

Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial 



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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: 



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Wilkens Industries Inc.

Company Name

Morris

City

184 South Co Rd 22

Address

MN

State

56267

Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☒ No

Initial: 



NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE CH. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE CH. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE CH. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: 



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- | | |
|---|--|
| ☐ Minority Owned Business | ☐ Women Owned Business |
| ☐ Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) | |

Certification Number: _____

Name of Certifying Agency: _____

- ☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*
None

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: 



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or Independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: 



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

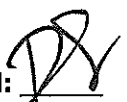
The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

Initial: 



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: 



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:



NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.



YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: 



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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- ☒ **NO**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.
- ☐ **YES**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: 



EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

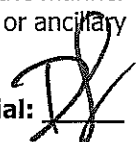
For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: 



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60 1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: 



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient 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.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial:



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

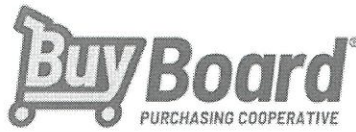
14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: 



COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Wilkens Industries inc.

Company Name

Signature of Authorized Company Official

Doug Storck

Printed Name and Title

6/20/22

Date



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Wilkens Industries Inc.

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): Kansas

Federal Employer Identification Number: 14-1195813
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Wilkens Industries Inc.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Wilkins Industries Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 184 South County Road 22	Requester's name and address (optional)
6 City, state, and ZIP code Morris, MN 56267	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

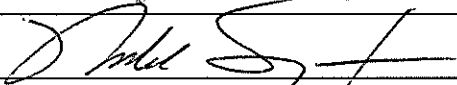
Social security number									
				-			-		
or									
Employer identification number									
4	8	-	1	1	9	5	8	1	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 6-20-2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE /PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$1,500,000. (The period of the 12-month period is 1/21 / 12/21). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	N		

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 26 **Proposed Discount (%):** 26

Explanation: We offer a discount of 26% off our list price



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. Gatlinburg, TN Jon Poston	(865)436-6210	johnp@gatlinburgtn.gov	26% off list	(2)	
2. Santa Barbra, CA Robert Carpenter	(805)681-5615	rcarpen@cosbpw.net	26% off list	(8)	
3. Santa Fe, NM Danita Boettner	(505) 424-1850	dboettner@sfswwa.org	26% off list	(6)	
4. Tocomo, WA Joel Sipes	(253)593-7721	JSipes@cityoflacombo.org	26% off list	(10)	
5. King Co. WA Ken Stephenson	(206)263-1074	Ken.Stephenson@kingcounty.gov	26% off list	(20)	

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



Manufacturers of **LOAD RUNNER**TM
XSERIESTM and **Solid Waste Transport Trailers**
REAR LOADING TRAILERS

INDUSTRIES, INC.

R.R. 3, Box 169 Morris, MN 56267 (320) 589-1971
1-800-833-6045
FAX: (320) 589-1974

WILKENS INDUSTRIES, INC.
COMPANY PROFILE

Wilkins Industries, Inc. is a leading professional manufacturer of custom designed Solid Waste Transfer Trailers. Our primary market is the Solid Waste Industry. However, we can build trailers designed to haul agricultural products, bulk commodities, wood waste, wood bi-products and bulky green waste.

Our Transfer Trailer product line ranges from Heavy to Light duty Aluminum Composite, Rough Service steel sheet/post style and lightweight Corrugated steel models; open top loading, closed top Compactor loading, Walking Floor unloading and Ejector style unloading or Tipper style unloading models.

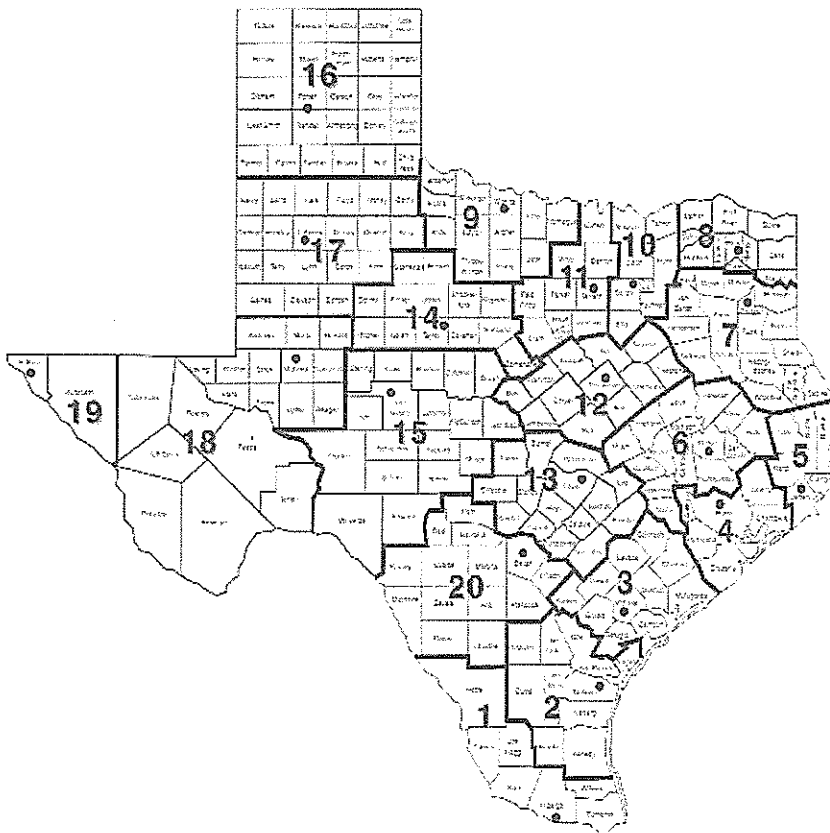
Wilkins Industries Inc. established in 1985 located in Morris, MN

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

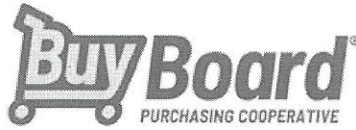
The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) **In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.**

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.**

☒ I will service all states in the United States.

☐ I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Wilkins Industries Inc

Name of Vendor

Signature of Authorized Company Official

686-22

Proposal Invitation Number

Doug Storck

Printed Name of Authorized Company Official

6/20/22

Date



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
None		



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

None

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Wilkens Industries Inc since 1998 (24) years. Brotheres Industries INC. prior since 1985 (13) years

Wilkens Industries Inc. is not for sale.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Wilkens Industries Inc has a full staff to accomindate all aspects of sales, manufacturing and customer support.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

Advertising and cold calls.

Follow up calls with exsisting customers



4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Wilkins carry's a line of credit with Bank of the West.

We are bonded and insured, see attached doc.

Financed stabability being in business and manufacturing since 1985.

No bankruptcy, receivership or insolvency.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

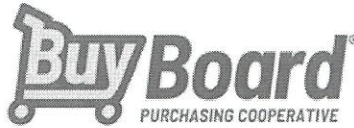
NO

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None



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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: *This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases.* Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Wilkens Industries Inc.

Signature of Vendor Authorized Representative

Printed Name: Doug Storck

Title: Sales Manager

Date: 6/20/22

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

Wilkens Industries, Inc. Information

Address: 184 South County Rd. 22
Morris, MN 56267
Phone: (800) 833-6045
Fax: (320) 589-1974

By submitting your response, you certify that you are authorized to represent and bind your company.

Doug Storck

Signature

Submitted at 6/22/2022 12:18:57 PM (CT)

dougs@wilkens-ind.com

Email

Requested Attachments

BuyBoard Proposal Invitation No. 686-22 Refuse and Recycle Bodies, Containers and Other Transport Bodies

Wilkens proposal doc.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Wilkens proposal price list catalog.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

Exceptions to price and discount.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

COMPANY PROFILE.doc

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Manufacturer letter.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Bid Attributes

1 Federal Identification Number

Federal Identification Number

48-1195813

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7	Women Owned Business Women Owned Business ☐ <i>Women Owned Business (Yes)</i>
8	Service-Disabled Veteran Owned Business Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ <i>Service-Disabled Veteran Owned Business (Yes)</i>
9	Certification Number Certification Number No response
10	Name of Certifying Agency Certifying Agency No response
11	Non-MWBE/HUB My company has NOT been certified as a MWBE/HUB ☒ Non-HUB (Yes)
12	Vendor General Contact Information Proposal/Contract General Contact Information
13	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name 686-22 (Refuse and Recycle Bodies, Containers and Other Transport Bodies)
14	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address dougs@wilkens-ind.com
15	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 184 South County Road 22
16	Vendor Proposal/Contact Mailing Address - City Vendor Proposal/Contact Mailing Address - City Morris
17	Vendor Proposal/Contact Mailing Address - State Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) MN
18	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code 56267

19	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 800-833-6045
20	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number 320-589-1971
21	Company Website Company Website (www.XXXXX.com) www.wilkens-ind.com
22	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: • I will use the internet to receive Purchase Orders at the following address Yes
23	Purchase Order E-mail Address Purchase Order E-mail Address dougs@wilkens-ind.com
24	Purchase Order Contact Name Purchase Order Contact Name Doug Storck
25	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) 800-833-6045
26	Purchase Order Contact Extension Number Purchase Order Contact Extension Number 320-589-1971
27	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address mikes@wilkens-ind.com
28	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name Mike Snyder

29	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) 800-833-6045
30	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number 320-589-1971
31	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes
32	Request for Quotes (RFQs) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
33	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address dougs@wilkens-ind.com
34	Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name Doug Storck
35	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 800-833-6045
36	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number 320-589-1971
37	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address mikes@wilkens-ind.com
38	Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name Mike Snyder

39	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 800-833-6045
40	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number 320-589-1971
41	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
42	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> Service fee invoices and notices direct to company
43	Invoice Company Name Invoice Company Name Wilkins Industries Inc.
44	Invoice Company Department Name Invoice Company Department Name Accounts Payable
45	Invoice Contact Name Invoice Contact Name Mike Snyder
46	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 184 South County Road 22
47	Invoice Mailing Address - City Invoice Mailing Address - City Morris

48	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) MN
49	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 56267
50	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 800-833-6045
51	Invoice Contact Extension Number Invoice Contact Extension Number 320-589-1971
52	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) 320-589-1974
53	Invoice Contact E-mail Address Invoice Contact E-mail mikes@wilkens-ind.com
54	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address dougs@wilkens-ind.com
55	Billing Agent Company Name Billing Agent Company Name No response
56	Billing Agent Department Name Billing Agent Department Name No response
57	Billing Agent Contact Name Billing Agent Contact Name No response
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response
59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response

60	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) No response
61	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code No response
62	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) No response
63	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
64	Billing Agent Fax Number Billing Agent Fax Number No response
65	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address No response
66	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
67	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Other
68	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> Payment terms comply with BuyBoard
69	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number None
70	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. Wilkens offers a 1 year warranty on the trailer body and 2 year warranty on the drive system of the walking floor.

7 1	Electronic Payments Are electronic payments acceptable to your company? Yes
7 2	Credit Card Payments Are credit card payments acceptable to your company? No
7 3	Texas Regional Service Designation Texas Regional Service Designation - Refer to Form in Proposal Invitation The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i> Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
7 4	Company Name Company Name Wilkins Industries Inc.
7 5	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. All Regions
7 6	Region 1 Region 1 - Edinburg ☐ <i>Region 1 (1)</i>
7 7	Region 2 Region 2 - Corpus Christi ☐ <i>Region 2 (2)</i>
7 8	Region 3 Region 3 - Victoria ☐ <i>Region 3 (3)</i>
7 9	Region 4 Region 4 - Houston ☐ <i>Region 4 (4)</i>
8 0	Region 5 Region 5 - Beaumont ☐ <i>Region 5 (5)</i>

81	Region 6 Region 6 - Huntsville ☐ <i>Region 6 (6)</i>
82	Region 7 Region 7 - Kilgore ☐ <i>Region 7 (7)</i>
83	Region 8 Region 8 - Mount Pleasant ☐ <i>Region 8 (8)</i>
84	Region 9 Region 9 - Wichita Falls ☐ <i>Region 9 (9)</i>
85	Region 10 Region 10 - Richardson ☐ <i>Region 10 (10)</i>
86	Region 11 Region 11 - Fort Worth ☐ <i>Region 11 (11)</i>
87	Region 12 Region 12 - Waco ☐ <i>Region 12 (12)</i>
88	Region 13 Region 13 - Austin ☐ <i>Region 13 (13)</i>
89	Region 14 Region 14 - Abilene ☐ <i>Region 14 (14)</i>
90	Region 15 Region 15 - San Angelo ☐ <i>Region 15 (15)</i>
91	Region 16 Region 16 - Amarillo ☐ <i>Region 16 (16)</i>
92	Region 17 Region 17 - Lubbock ☐ <i>Region 17 (17)</i>

9 3	Region 18 Region 18 - Midland ☐ <i>Region 18 (18)</i>
9 4	Region 19 Region 19 - El Paso ☐ <i>Region 19 (19)</i>
9 5	Region 20 Region 20 - San Antonio ☐ <i>Region 20 (20)</i>
9 6	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
9 7	Company Name Company Name Wilkens Industries Inc.
9 8	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. All States
9 9	Alabama Alabama ☐ <i>Alabama (AL)</i>
1 0 0	Alaska Alaska ☐ <i>Alaska (AK)</i>
1 0 1	Arizona Arizona ☐ <i>Arizona (AZ)</i>

102	Arkansas Arkansas ☐ <i>Arkansas (AR)</i>
103	California California (Public Contract Code 20118 & 20652) ☐ <i>California (CA)</i>
104	Colorado Colorado ☐ <i>Colorado (CO)</i>
105	Connecticut Connecticut ☐ <i>Connecticut (CT)</i>
106	Delaware Delaware ☐ <i>Delaware (DE)</i>
107	District of Columbia District of Columbia ☐ <i>District of Columbia (DC)</i>
108	Florida Florida ☐ <i>Florida (FL)</i>
109	Georgia Georgia ☐ <i>Georgia (GA)</i>
110	Hawaii Hawaii ☐ <i>Hawaii (HI)</i>
111	Idaho Idaho ☐ <i>Idaho (ID)</i>
112	Illinois Illinois ☐ <i>Illinois (IL)</i>
113	Indiana Indiana ☐ <i>Indiana (IN)</i>

1 1 4	Iowa Iowa ☐ <i>Iowa (IA)</i>
1 1 5	Kansas Kansas ☐ <i>Kansas (KS)</i>
1 1 6	Kentucky Kentucky ☐ <i>Kentucky (KY)</i>
1 1 7	Louisiana Louisiana ☐ <i>Louisiana (LA)</i>
1 1 8	Maine Maine ☐ <i>Maine (ME)</i>
1 1 9	Maryland Maryland ☐ <i>Maryland (ME)</i>
1 2 0	Massachusetts Massachusetts ☐ <i>Massachusetts (MA)</i>
1 2 1	Michigan Michigan ☐ <i>Michigan (MI)</i>
1 2 2	Minnesota Minnesota ☐ <i>Minnesota (MN)</i>
1 2 3	Mississippi Mississippi ☐ <i>Mississippi (MS)</i>
1 2 4	Missouri Missouri ☐ <i>Missouri (MO)</i>
1 2 5	Montana Montana ☐ <i>Montana (MT)</i>

1 2 6	Nebraska Nebraska ☐ <i>Nebraska (NE)</i>
1 2 7	Nevada Nevada ☐ <i>Nevada (NV)</i>
1 2 8	New Hampshire New Hampshire ☐ <i>New Hampshire (NH)</i>
1 2 9	New Jersey New Jersey ☐ <i>New Jersey (NJ)</i>
1 3 0	New Mexico New Mexico ☐ <i>New Mexico (NM)</i>
1 3 1	New York New York ☐ <i>New York (NY)</i>
1 3 2	North Carolina North Carolina ☐ <i>North Carolina (NC)</i>
1 3 3	North Dakota North Dakota ☐ <i>North Dakota (ND)</i>
1 3 4	Ohio Ohio ☐ <i>Ohio (OH)</i>
1 3 5	Oklahoma Oklahoma ☐ <i>Oklahoma (OK)</i>
1 3 6	Oregon Oregon ☐ <i>Oregon (OR)</i>
1 3 7	Pennsylvania Pennsylvania ☐ <i>Pennsylvania (PA)</i>

1 3 8	Rhode Island Rhode Island ☐ <i>Rhode Island (RI)</i>
1 3 9	South Carolina South Carolina ☐ <i>South Carolina (SC)</i>
1 4 0	South Dakota South Dakota ☐ <i>South Dakota (SD)</i>
1 4 1	Tennessee Tennessee ☐ <i>Tennessee (TN)</i>
1 4 2	Texas Texas ☐ <i>Texas (TX)</i>
1 4 3	Utah Utah ☐ <i>Utah (UT)</i>
1 4 4	Vermont Vermont ☐ <i>Vermont (VT)</i>
1 4 5	Virginia Virginia ☐ <i>Virginia (VA)</i>
1 4 6	Washington Washington ☐ <i>Washington (WA)</i>
1 4 7	West Virginia West Virginia ☐ <i>West Virginia (WV)</i>
1 4 8	Wisconsin Wisconsin ☐ <i>Wisconsin (WI)</i>
1 4 9	Wyoming Wyoming ☐ <i>Wyoming (WY)</i>

Bid Lines

1 Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar

related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other

similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33

cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other

similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
1 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar

related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
2 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Container** (27 cubic yard or other similar

related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
3 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other

similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
4 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard

or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

15 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other

similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
6 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related

containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
7 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related

containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
8 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Recycling Container** (35 to 42 cubic yard or other similar related

containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

20 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2
1 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model High-Capacity Recycler** (various cubic sizes). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2
2

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub

design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2
3 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift

PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2
4

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities

14,500 to 86,000 lb. GVW ratings). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2
5

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Semi Trailer** (33 to 37 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2
7

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 26%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Wilkens BuyBoard pricing

2
8

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers

Discount (%) off catalog/pricelist for **Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/pricelist for **Base Model Dump Body** (2 to 18 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/pricelist for **Base Model Concrete Mixer** (8 to 13 cubic yard or other similar related containers, Truck Mounted). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/pricelist for **Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/pricelist for **Base Model Live Bottom Dump Trailers, Accessories and Attachments**

(various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/pricelist for **Base Model Live Bottom Truck Bodies, Accessories and Attachments**

(various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/pricelist for **All Other Dump Bodies, Concrete Mixers, and Related Items**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers

Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section V: Repair Parts and Supplies

Discount (%) off catalog/pricelist for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment,**

Containers, Dump Bodies, and Mixers. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3
8

Section VI: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other

Transport Bodies-Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Response Total: \$127.25



Manufacturer of Transfer Trailers

- Walking Floor®
- Live Floors
- Tippers

INDUSTRIES, INC.

184 South County Road 22 Morris, MN 56267

(320) 589-1971

1-800-833-6045

FAX: (320) 589-1974

www.wilkins-ind.com

Wilkins Industries Inc. is the manufacturer of the transfer trailers we are proposing. The proposed trailers are manufactured in our facility located in Morris, MN. We have been manufacturing trailers at this facility for over 37 years.

Wilkins has gained the trust and relationships of many municipal customers over the years thanks to our BuyBoard contract.

Doug Storck
Sales manager

October 1, 2023

Sent via email to: dougs@wilkens-ind.com

Doug Storck
Wilkens Industries, Inc.
45922 186th St.
Morris MN 56267

Re: Refuse and Recycle Bodies, Containers and Other Transport Bodies
BuyBoard Contract 686-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Refuse and Recycle Bodies, Containers and Other Transport Bodies, Contract 686-22 effective 12/1/2022 through November 30, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through November 30, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020



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www.wilkens-ind.com

June 20, 2022

The Local Government Administration Cooperative
Attn: Proposal Administration Manager
12007 Research Boulevard
Austin, TX. 78759-2439

Re; Proposal #686-22, Items #27 - #38 on the Proposal Specification Form.

Dear Administration Manager,

#27 – Section I: Refuse Equipment, Products, and Supplies.

BASE MODEL TRANSFER TRAILER (75 to 115 cubic yard or other similar related containers). Wilkens is offering (3) models. The pricing offered for the BuyBoard proposal is 26% off list pricing.

Model:

BuyBoard (Wilkens Best) Price

45115AO – Aluminum Open Top Walking Floor.....	\$110,390.00 ea.
45115SPO – Steel Open Top Walking Floor.....	\$106,064.00 ea.
4075CCE – Steel Closed Top Ejector	\$133,672.00 ea.

#38 – Section VI: Installation & Repair Service.

Hourly Labor Rate – Wilkens proposes an hourly labor rate for installation and repair.

We appreciate your time and consideration to offer us a contract.

Doug Storck
Wilkens Industries Inc.



Manufacturer of Transfer Trailers

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- Live Floors

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www.wilkens-ind.com

6/20/2022

PROPOSAL FOR:
BUYBOARD LOCAL GOVERNMENT PURCHASING COOPERATIVE

SPECIFICATION FOR MODEL: WILKENS ALUMINUM OPENTOP WALKING FLOOR TRANSFER TRAILER
MODEL 45115AO

CAPACITY: 115 CUBIC YARDS

OUTSIDE DIMENSIONS

- A. LENGTH.....45'
- B. HEIGHT.....13'4"
- C. WIDTH FRONT.....102"
- D. WIDTH REAR.....102"

INSIDE DIMENSIONS

- E. LENGTH.....44'9"
- F. HEIGHT FRONT.....100"
- G. HEIGHT REAR.....100"
- H. WIDTH FRONT.....97"
- I. WIDTH REAR.....97"

TRAILER FEATURES

- J. SIDEWALL.....5052-H32 .125 ALUMINUM SHEET HUCK BOLTED TO 6061-T6 POSTS ON 15" CENTERS
- K. TOP RAIL.....WILKENS HEAVY DUTY ALUMINUM TUBE
- L. SPREADER BAR.....3" X 3" X 1/4" STEEL TUBE
- M. BOTTOM RAIL.....7GA FORMED STEEL TUBE
- N. KING PIN/LAST AXLE..39'
- O. KING PIN SETTING.....36" WITH 1/4" STEEL 100,000# M.Y. PLATE
- P. SUB-FRAME.....4" X 8" X 3/16" STEEL TUBE
- Q. LANDING GEAR.....HOLLAND MARK V, SELF LEVELING SHOE
- R. GEAR SUPPORT.....7GA
- S. GEAR BRACES.....3" CHANNEL
- T. SUSPENSION.....HUTCH TANDEM 9700 SPRING, 50,000# CAPACITY
- U. AXLES & BRAKES.....(2) 5" ROUND, 25,000# AXLES, 4S2M ABS WITH TOP MOUNT CHAMBERS
- V. HUBS.....10 BOLT
- W. RIMS.....STEEL DISC PAINTED WHITE
- X. TIRES.....11R X 22.5, 14PLY
- Y. REAR DOOR.....CURBSIDE SWING, H.D. HINGES
- Z. FRONT PANELS.....SAME AS SIDE WALL, REINFORCED
- KING PIN SECTION.....FABRICATED FROM 1/4" 100,000# M.Y. STEEL CHANNEL
- CROSSMEMBERS.....4" X 3.2# ON 15' CENTERS, STEEL I-BEAM
- LIGHT SYSTEM.....TRUCK LIGHT 40 SERIES (LED), LIGHT IN DOOR
- COVER.....ROLL OVER TARP, REAR CRANK HANDEL
- UNLOADING SYSTEM.....KEITH RFII OR HALLCO 4000
- FLOOR THICKNESS.....MEDIUM IMPACT KEITH 2295 OR HALLCO DOUBLE RIDGE
- LANDFILL EQUIPMENT.....TOW HOOKS, PUSH BUMPERS
- METAL PREPARATION.....EXTERIOR SANDBLASTED, EPOXY PRIMER
- PAINT.....BLACK ENAMEL, ALUMINUM LEFT NATURAL
- FRONT CORNERS.....10" DIAGONAL RADIUS
- WEIGHT.....15,600#

NET PRICE DELIVERED.....\$110,390.00

TOTAL PRICE DOES NOT INCLUDE FEDERAL EXCISE, STATE OR LOCAL TAX, LICENSE AND REGISTRATION
DELIVERY: CALL FOR AVAILABILITY, TERMS NET 10.

INDUSTRIES, INC.

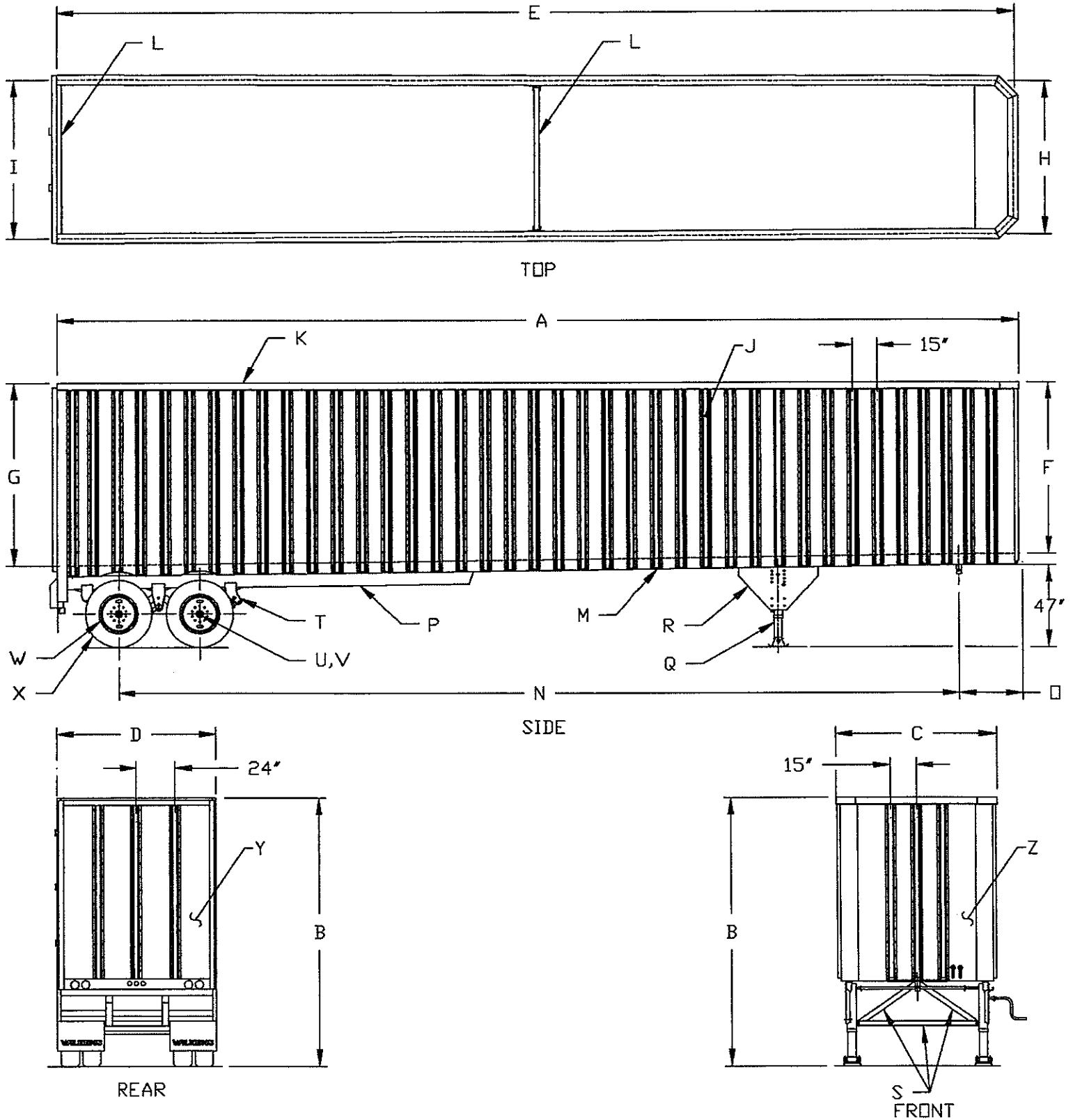
R.R. 3, Box 169

Morris, MN 56267

(320) 589-1971

1-800-833-6045

FAX: (320) 589-1974





Manufacturer of Transfer Trailers

- Walking Floor®
- Live Floors

- Tippers

INDUSTRIES, INC.

184 South County Road 22 Morris, MN 56267

(320) 589-1971

1-800-833-6045

FAX: (320) 589-1974

www.wilkens-ind.com

6-20-22

PROPOSAL FOR:

BUYBOARD LOCAL GOVERNMENT PURCHASING COOPERATIVE

**SPECIFICATION FOR MODEL: WIKENS WALKING FLOOR, OPEN TOP, STEEL TRANSFER TRAILER
MODEL 4511SSPO**

CAPACITY: 115 CUBIC YARDS

OUTSIDE DIMENSIONS

- A. LENGTH..... 45'
- B. HEIGHT..... 13'4"
- C. WIDTH FRONT 102"
- D. WIDTH REAR..... 102"

INSIDE DIMENSIONS

- E. LENGTH..... 44'9"
- F. HEIGHT FRONT..... 104"
- G. HEIGHT REAR 104"
- H. WIDTH FRONT 96"
- I. WIDTH REAR 96"

TRAILER FEATURES

- J. SIDEWALL 50,000# YIELD 12GA SHEET & POST, POSTS ON 20" CENTERS
- K. TOP RAIL..... 3" X 5" X 5/16" 50,000# YIELD STEEL TUBE
- L. SPREADER BAR 3" X 3" X 1/4" STEEL TUBE
- M. BOTTOM RAIL..... 7GA FORMED STEEL TUBE
- N. KING PIN/LAST AXLE.. 39'
- O. KING PIN SETTING..... 36" WITH 1/4" 100,000# M.Y. STEEL PLATE
- P. SUB-FRAME..... 8" x 4" x 3/16" STEEL TUBE
- Q. LANDING GEAR..... HOLLAND MARK V, SELF LEVELING SHOE
- R. GEAR SUPPORT 7GA
- S. GEAR BRACES 3" CHANNEL
- T. SUSPENSION..... HUTCH TANDEM 9700 SPRING, 50,000# CAPACITY
- U. AXLES & BRAKES (2) 5" ROUND, 25,000# AXLES, 4S2M ABS WITH TOP MOUNT CHAMBERS
- V. HUBS 10 BOLT
- W. RIMS STEEL DISC
- X. TIRES..... 11R X 22.5, 14PLY
- Y. REAR DOOR..... CURBSIDE SWING, H.D. HINGES
- Z. FRONT PANELS..... 12GA REINFORCED
- KING PIN SECTION..... FABRICATED FROM 1/4" 100,000# M.Y. STEEL CHANNEL
- CROSSMEMBERS..... 4" X 3.2# ON 12' CENTERS, STEEL I-BEAM
- LIGHT SYSTEM TRUCK LIGHT 40 SERIES (LED), LIGHT IN DOOR
- COVER ROLL TARP, REAR CRANK HANDEL
- UNLOADING SYSTEM KEITH RFII DX OR HALLCO 4000
- FLOOR THICKNESS MEDIUM IMPACT KEITH #2295 OR HALLCO DOUBLE RIDGE
- LANDFILL EQUIPMENT TOW HOOKS, PUSH BUMPERS
- METAL PREPARATION..... EXTERIOR SANDBLASTED, EPOXY PRIMER
- PAINT BLACK OR GRAY ENAMEL
- FRONT CORNERS..... 10" DIAGONAL RADIUS
- WEIGHT 23,000#

BUYBOARD PRICE DELIVERED.....\$106,064.00

TOTAL PRICE DOES NOT INCLUDE FEDERAL EXCISE, STATE OR LOCAL TAX, LICENSE AND REGISTRATION
DELIVERY: CALL FOR AVAIABILLITY, TERMS NET 10.



Manufacturer of Transfer Trailers

• Walking Floor®

• Tipppers

• Live Floors

INDUSTRIES, INC.

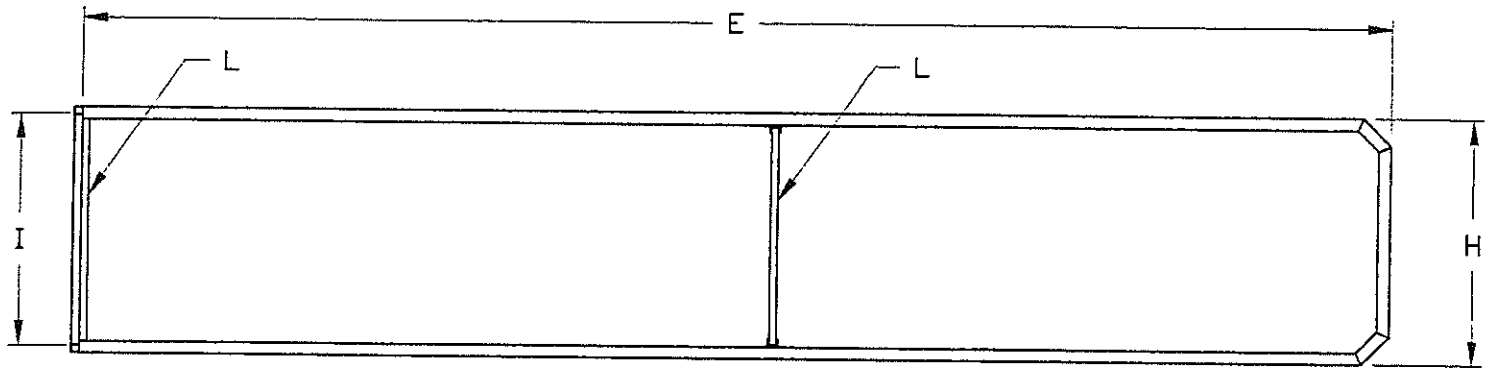
184 South County Road 22 Morris, MN 56267

(320) 589-1971

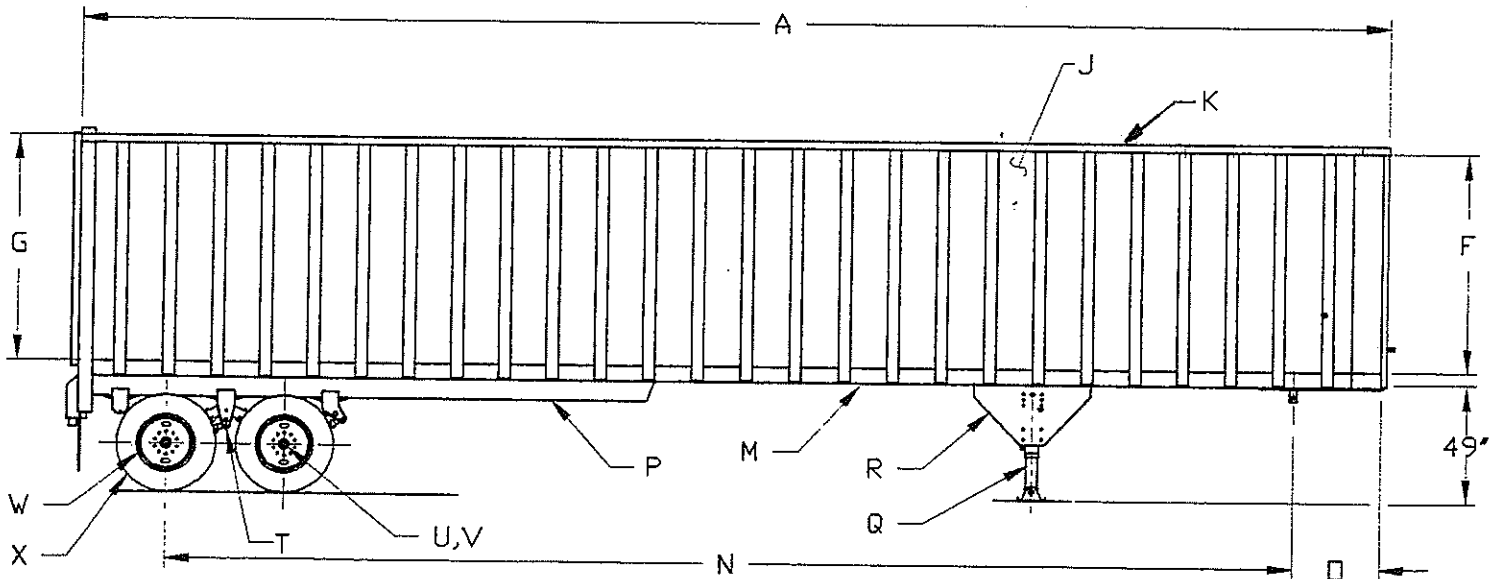
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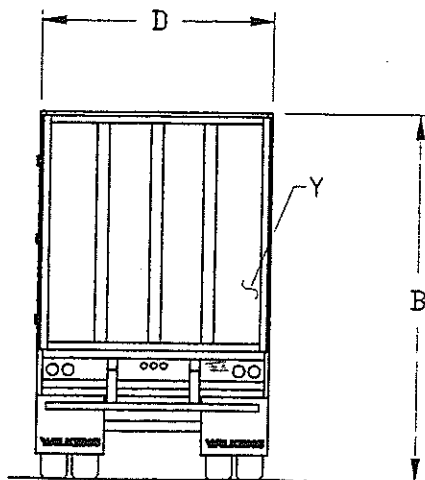
www.wilkens-ind.com



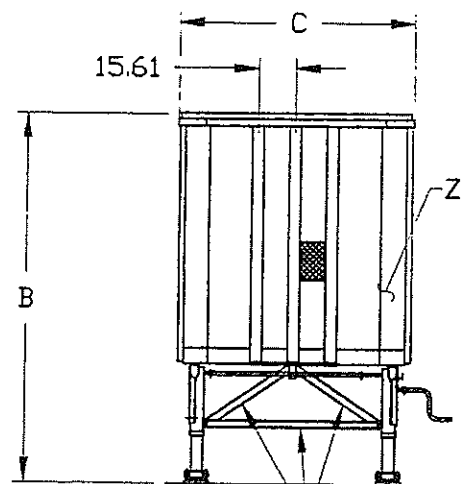
TOP



SIDE



REAR



FRONT

Manufacturer of the patented "X-Series" Expanding Wall Trailer



Manufacturer of Transfer Trailers

- Walking Floor®
- Live Floors

- Tippers

INDUSTRIES, INC.

184 South County Road 22 Morris, MN 56267

(320) 589-1971

1-800-833-6045

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www.wilkens-ind.com

PROPOSAL FOR:

BUYBOARD LOCAL GOVERNMENT PURCHASING COOPERATIVE

6-20-2022

Wilkens Model 4075CCE Compactor Compatible Ejector Transfer Trailer equipped with the following features;

75 Cubic Yard Capacity.

- A. Outside Dimensions; Long 40'
- B. Height 12'6" Inside Wall Height 92".
- C. Outside Width 97" front
- D. Outside Width 97" rear
- E. Inside Length 35' not including push plate
- F. Inside height 92" front
- G. Inside height 92" rear
- H. Inside width 90" rear
- I. Inside width 90" rear
- J. Sidewalls 12 ga. steel 50,000# Yield Steel. All Body welds are solid (no stitch welding)
- K. 12 ga. steel side & Roof posts on 15" centers.
- L. Roof, same as sides
- M. Steel 7ga. Bottom Rail.
- N. 35' c/o King Pin to last axle
- O. King pin setting @ 36" with 1/4" 4X4X1/4 frame.
- P. 4" x 8" x 3/16" Steeltube sub-frame running up to the landing gear.
- Q. Holland 2-speed landing gear, driver side crank
- R. HD Supports and Cross Bracing.
- S. Steel C-channel supports
- T. Hutch 9700 4-Spring Tandem 50,000# Suspension.
- U. (2) 25,000# axles, top mount chambers, full 4-S 2/M ABS.
- V. Uni-mount 10, Walthers hubs, Outboard mounted brake drums.
- W. (8) 8.25x 22.5 Uni-Mount Steel Disc Wheels, White.
- X. (8) 11Rx 22.5 14 ply tires.
- Y. Door on-a Door Rear Door, Outer Door to fit Compactor throat. Both Doors swing together for Un-Loading, Opens to the Curbside, Doors are reinforced.
- Z. Front open
 - Steel Cross-members 4" x 12" on center.
 - Flooring 7ga. Steel.
 - DAT Hydraulic Cylinder unloading system, 7 ga. 50,000 Push Plate.
 - LED Lights, Taillights installed in the outer rear door if possible.
 - Blade Control Valve mounted on the front driver's side corner.
 - Hyd. Couplers plumbed to the front center of the bulkhead.
 - 3-Line Hyd. System, 1-Pressure, 2>Returns.
 - Side Sockets or Heil Pin for Compactor Hook-Up.
 - Rear Tow Hooks, Push Plates, Manifest Box.
 - Painted gray enamel.
 - Tare weight with these features approx. 24,000#

Net price purchase each.....\$133,672.00

Delivery..... Included

Total each.....\$133,672.00

Price does not include F.E.T. or local state taxes or any license and registration fees.

Delivery CCall For Availability. Terms Net 10 days.

***Customer is responsible to supply accurate compactor and trailer hook-up attachment profile measurements and dimensions. Customer must sign off on dimensions and accept final acknowledgement of accurate measurements. We will work with you to get the proper information needed.



Manufacturers of **LOAD RUNNER™**
and **X SERIES™** Solid Waste Transport Trailers
REAR LOADING TRAILERS

INDUSTRIES, INC.

R.R. 3, Box 169

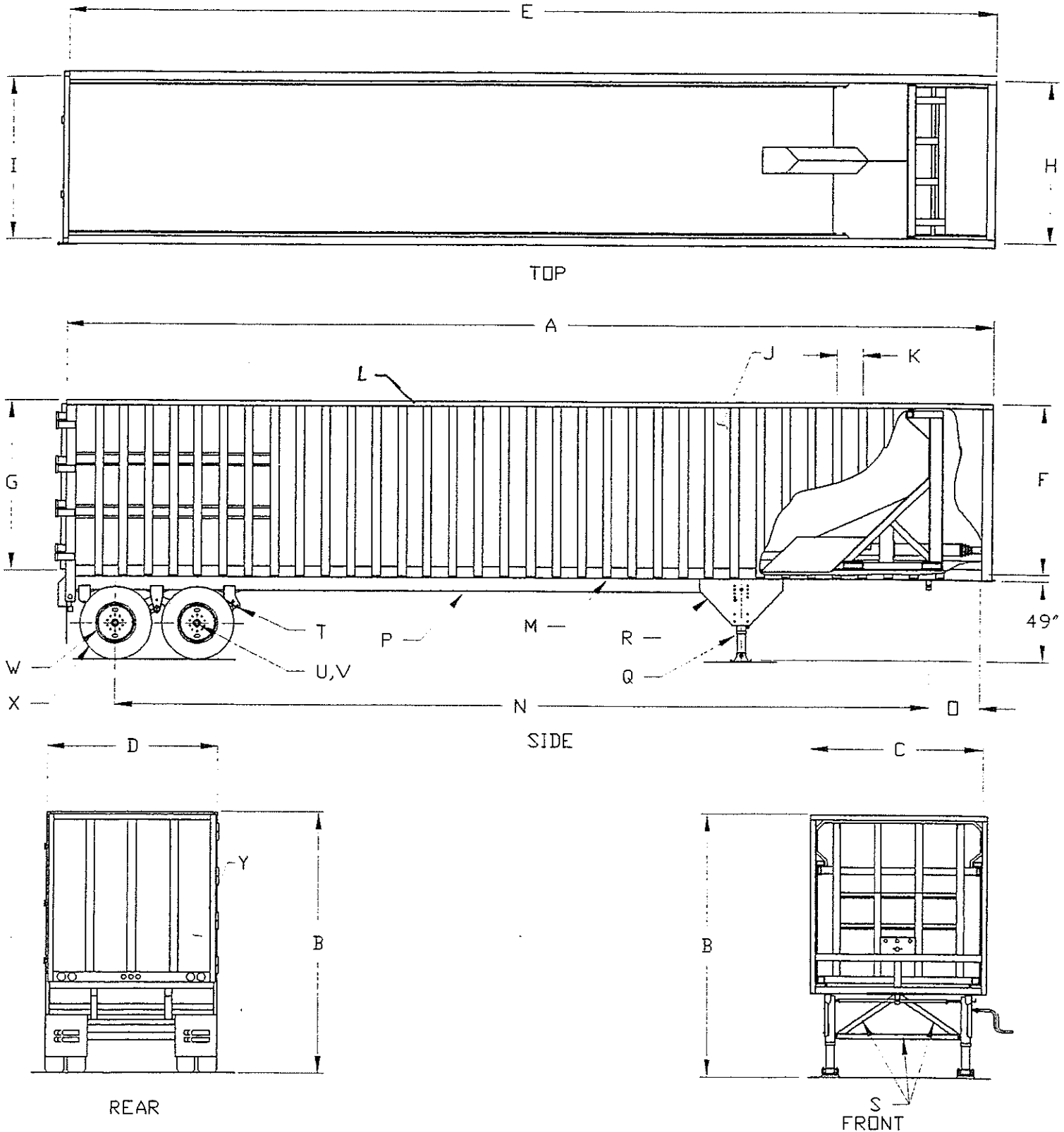
Morris, MN 56267

(320) 589-1971

1-800-833-6045

FAX: (320) 589-1974

*EJECTOR



BuyBoard #27 - Pricelist for Trailers - Optional Equipment			
			6/20/2022
ITEMS:	WEIGHT +/-	BEST PRICE OFFERED	
Body options:			
Taper 4"		\$	672.00
Wedge 7"		\$	896.00
Wedge 11"		\$	1,120.00
96" -VS- 102"		\$	(500.00)
12'6" -VS- 13'6"		\$	(250.00)
HyBrid options (Light duty):			
Mfg top rail vs. Industries top rail, 45' trailer	-400	\$	(1,000.00)
Lite walker post on 13.625" ctr vs. garbage post on 14.53" ctr 53' trailer	-150	\$	(709.00)
Side sheets .080 in lieu of .125	-300	\$	(1,000.00)
Extra Heavy Duty Aluminum Trailer			
cross-member 7.7 in lieu of 3.2 per each	38.25	\$	94.08
Extra HD Aluminum Extruded Post in lieu of HD alum. Post			
Add for 40' trailer on 13.625" spacing	567	\$	2,587.20
Add for 45' trailer on 13.625" spacing	523	\$	2,845.92
Add for 48' trailer on 13.625" spacing	665	\$	3,041.92
Add for 50' trailer on 13.625" spacing	679	\$	3,112.48
Add for 53' trailer on 13.625" spacing	721	\$	3,308.48
Double overlap on post making spacing 13.625" in lieu of 14.53"		\$	840.00
Full width channel Style, King Pin Section			
36" KING PIN 3/16" CHANNELS (2), 3/16" PLATE (1) STD Commodity KP	269	\$	1,478.69
36" KING PIN 1/4" CHANNELS (2), 3/16" PLATE (1)	326	\$	1,505.45
36" KING PIN 1/4" CHANNELS (2), 1/4" PLATE (1) STD AO, SCGO model	441	\$	1,619.23
48" KING PIN 1/4" CHANNELS (2), 3/16" PLATE (1.25)	406	\$	1,666.28
48" KING PIN 1/4" CHANNELS (2), 1/4" PLATE (1.25)	550	\$	1,733.17
60" KING PIN 1/4" CHANNELS (2), 1/4" PLATE (1.50)		\$	2,057.13
78" KING PIN 1/4" CHANNELS (2), 1/4" PLATE (1.50)		\$	3,354.85
King pin UHMW wear pad installed		\$	250.60
36" KING PIN Wilkens IND 5/16" Plate 1/2 X 6" T-100	730	\$	2,558.53
48" KING PIN Wilkens IND 5/16" Plate 1/2 X 6" T-100	768	\$	2,609.15
36" KING PIN Wilkens IND 3/8" Plate 1/2 X 6" T-100	764	\$	2,607.52
48" KING PIN Wilkens IND 3/8" Plate 1/2 X 6" T-100	810	\$	2,654.99
Misc.			
Bottom rail 10 gauge -VS- 7 gauge	-155	\$	(155.00)
Sides Aluminum .190 -VS- .125 TT length 53', straight trl no wedge, natural	1067	\$	5,975.20
Sides Aluminum .160 -VS- .125 TT length 53', straight trl no wedge, natural	557	\$	3,136.00
Sides Aluminum .100 -VS- .125 TT length 53', straight trl no wedge, natural	-437.65	\$	(1,500.00)
Side post spacing (garbage) trailer alum = >.125 or thicker			
Grbg Trl 53', 102" W, 36" KP, Keith Drive, post on 11.625" ctr vs. 14.53" ctr	424	\$	1,871.44
Grbg Trl 53', 102" W, 36" KP, Keith Drive, post on 11.53" ctr vs. 15.375" ctr	424	\$	1,871.44
Grbg Trl 48', 102" W, 36" KP, Keith Drive, post on 19.25" ctr vs. 14.53" ctr	-183.28	\$	(611.00)
Side post spacing (commodity) trailers under < .125 thick			
Cmdty Trl 53', 102" W, 36" KP, Keith Drive, post on 13.625" ctr vs. 18.1875" ctr	95	\$	1,428.00
Cmdty Trl 53', 102" W, 36" KP, Keith Drive, post on 10.625" ctr vs. 21.25" ctr	186.11	\$	1,865.45

BuyBoard #46 - Pricelist for Trailers - Optional Equipment			
ITEMS:	WEIGHT +/-		BEST PRICE OFFERED
Misc. Cont.			\$ -
Sides Stainless Steel 14 ga #4 finish -vs- .071 Aluminum TT 53' ref trl #110	5000		\$ 14,593.60
Stainless Steel huck fasteners and hardware			\$ 10,328.64
Bulkhead SS 18 ga #8 polished ss post .vs .063 Aluminum extr alum post			\$ 3,166.24
Stainless Steel Bumber & verticle tube -VS- Carbon Steel			\$ 10,752.00
Weld the inside seams on a AO model trailer			\$ 280.00
X-series sides 14 gauge -VS- .125 aluminum (50' trailer)	3,200		\$ (2,270.00)
Sides steel 10 gauge -VS- 12 gauge SPO model	1728		\$ 1,910.19
Domex .0747 -VS- 14 gauge grade 50 (.0747) 48' SCGO trailer	0		\$ 1,792.00
Domex .1046 -VS- 12 gauge grade 50 (.1046) 48' SPO trailer	0		\$ 2,240.00
Domex .1046 -VS- 12 gauge grade 50 (.1046) 48' CC trailer	0		\$ 3,136.00
Cost for Bulitex liner reflect a 50' trailer. Sheets are 8' tall.			
Bulitex Liner options with weights. New production & existing Trl cost			
Plastic UV rated 1/4" X H76" X W86" inside front bulkhead only			\$ 336.00
New production thickness .080 Installed with self tapping screw	496		\$ 3,329.42
New production thickness .100 Installed with self tapping screw	624		\$ 3,895.11
New production thickness .120 Installed with self tapping screw	744		\$ 4,446.06
New production thickness .160 Installed with self tapping screw	979		\$ 5,394.97
New production thickness .200 Installed with self tapping screw	1248		\$ 6,329.14
Existing trailer thickness .080 Installed with self tapping screw	496		\$ 3,889.42
Existing trailer thickness .100 Installed with self tapping screw	624		\$ 4,455.11
Existing trailer thickness .120 Installed with self tapping screw	744		\$ 5,006.06
Existing trailer thickness .160 Installed with self tapping screw	979		\$ 5,954.97
Existing trailer thickness .200 Installed with self tapping screw	1248		\$ 6,889.14
Skin out side of trailer; .040 Aluminum TT length 50'	500		\$ 10,521.28
Sub-frame extended to the landing gear 3/16"	578		\$ 918.40
Sub-frame extended to the landing gear 1/4"	761		\$ 1,132.32
Sub-frame standard length 1/4" vs. 3/16"	90		\$ 134.40
Top rail Mfg LW alum extruded -vs- Industries Alum Extruded 53' trl	-567		\$ (806.00)
Trailer length per foot Aluminum WF trailer	200		\$ 952.00
Trailer length per foot Aluminum tipper trailer	150		\$ 700.00
Trailer length per foot Steel WF trailer	300		\$ 672.00
Trailer length per foot Steel EJ trailer	400		\$ 1,680.00
Tipper -VS Walking floor trailer	-3000		\$ (10,000.00)
Trailer price less drive, subdeck, hydraulic lines, couplers, and install labor	-3330		\$ (15,000.00)
Dolley hook ups inback of trailer, with pintle hitch.			\$ 1,120.00
Heil pin	160		\$ 1,120.00
Side Sockets for compactor hooks	100		\$ 728.00
1/4" X 4" Zig Zag Bracing			\$ 1,680.00
Rear Underide bumper, certified for Canada			\$ 2,688.00

BuyBoard #46 - Pricelist for Trailers - Optional Equipment			
ITEMS:	WEIGHT +/-		BEST PRICE OFFERED
Cover options:			
Catwalk, with no railing	35	\$	392.00
Catwalk, Aluminum with railing	54	\$	590.24
Catwalk, Aluminum with railing & aluminum center ladder	60	\$	956.48
Ladder 8 rung, steel painted	20	\$	137.76
Ladder 8 rung, aluminum	15	\$	196.00
Wilkens cast Iron steps, each		\$	36.89
Roll tarp, PBR RC	250	\$	2,228.80
Fiber glass roll tube -VS- galvanized		\$	502.98
Power flip system, (two halves) Wilkens Industries Installed	1100	\$	9,189.60
Manual flip cover	700	\$	3,920.00
Power flip system, (one Piece) Wilkens Industries installed. Ref. trl. #555		\$	8,733.76
Donavon flip sytem (one piece), Installed	675	\$	9,301.60
Roll - Rite, side to side cover		\$	6,496.00
Mountain Load Tarp System K024020TE for a 45' trailer		\$	6,720.00
Mountain Tarp side flip for a 45' trailer		\$	7,392.00
End caps primed only		\$	224.00
Tarp reinforcement by crossbowes, EACH		\$	11.20
Tarp reinforcement on side overhang, per foot of trailer		\$	2.24
14 gauge bolt on, 45' trailer	2000	\$	4,032.00
.063 alum sheet with LW alum ext post 15" ctrs, 50' trailer	1000	\$	6,759.20
12 gauge steel cover with hydraulic sliding door like hawaii trls 48' trl	2700	\$	10,285.18
Tarp delectors used on skinned side. (4) per trailer	8	\$	44.22
Easy off tarp stops (rubber) (7) per trailer -vs- std alum.	12	\$	92.36
Cross bowes low rise Shur-co #1100766 installed per each		\$	81.38
Flex Bowes and brackets		\$	154.76
Cross bowes aluminum 2 X 2 X 3/16", installed with Brackets, per each		\$	168.00
Mesh, 100' roll X 60"	100	\$	476.00
Cable Tie		\$	0.07
Wilkens Hydraulic roll tube assemble for tarp.	350	\$	1,871.79
Aero Tarp, T-5 manual	250	\$	4,172.00
Guthrie, cable sweep tarp with pulleys		\$	1,928.64
Sweep Tarp, (automatic) clean sweep tarp system (Keith Mfg.) Installed air		\$	2,526.44
Sweep Tarp, (automatic) clean sweep tarp system (Keith Mfg.) Installed hyd		\$	2,746.61
Blade for Keith hyd sweep tarp system, example trailer #274		\$	5,400.01
Sweep-Pro, by Steven Enterprises, external mounted hand control, installed		\$	1,904.00
Drag tarp with (4) pony clamps		\$	305.76
Slip joint		\$	159.60
Flex Crank .vs standard rear crank		\$	44.80
Ridge Strap assemble		\$	111.44
Ridge pole assemble		\$	295.68

BuyBoard #46 - Pricelist for Trailers - Optional Equipment			
ITEMS:	WEIGHT +/-	BEST PRICE OFFERED	
Suspension & Drive train options:			
Axle TQ style, tapered spindle, brake pad weakest link per axle 20,000 LB cap.		Standard	
Axle TQ style, tapered spindle, brake pad weakest link per axle 22,500 LB cap.		\$ 611.52	
Axle TP style, Meritor, same inner and outer bearing per axle 25,000 LB cap.		\$ 2,352.00	
Axle TP style, Meritor, same inner and outer bearing per axle 30,000 LB cap.		\$ 7,173.60	
Warranty 5 year, 500,000 Hub, TL style, Meritor, per axle		\$ 476.00	
Extreme cams in lieu of STD. cam per axle		\$ 305.76	
Conmet hub in lieu of standard hub per axle		\$ 595.84	
Brake shoe 23,000 LB in lieu of 20,000 LB capacity (Per Axle)		\$ 305.76	
Hutch 9700 Tandem (2 - axles) 50K Cap, with HD three leaf springs		Standard	
Hutch 9700 Tri-dem (3 - axles) 75K Cap, with HD three leaf springs	1955	\$ 6,175.68	
Hutch 9700 Quad (4 - axles) 100K Cap, with HD three leaf springs	3909	\$ 12,225.92	
Reyco 21B Tandem (2 - axles) 52K Cap vs. Hutch 9700 tandem 50K cap	281	\$ 2,492.00	
Reyco 21B Tri-dem (3 - axles) 78K Cap vs. Hutch 9700 tandem 50K cap	2221	\$ 9,848.16	
Reyco 21B Quad (4 - axles) 104K Cap vs. Hutch 9700 tandem 50K cap	4162	\$ 17,204.32	
Reyco 74B Tandem (2 - axles) 60K Cap vs. Hutch 9700 tandem 50K cap	628	\$ 6,832.54	
Reyco 74B Tri-dem (3 - axles) 90K Cap vs. Hutch 9700 tandem 50K cap	2742	\$ 17,327.52	
Reyco 74B Quad (4 - axles) 120K Cap vs. Hutch 9700 tandem 50K cap	4856	\$ 27,176.80	
Chalmers 54k cap -VS- Hutch 9700 3leaf spring tandem 50k cap	204	\$ 6,890.58	
HT 250 Air ride -VS- Hutch 9700 tandem 25K cap	200	\$ 4,572.96	
Intraax air ride -VS- Hutch 9700 tandem 25K cap	-200	\$ 5,429.89	
Intraax air ride air lift option		\$ 1,257.95	
HT 300 Air ride -VS- Hutch 9700 tandem 30K cap	200	\$ 6,148.80	
Make one air ride liftable, with control box, elec up / down	150	\$ 1,725.92	
Make one air ride liftable, with no control box, toggle only elec up / down	150	\$ 1,417.92	
Manual dump for air ride per tandem		\$ 168.00	
Air ride spread -VS- close tandem		\$ 924.00	
Air Ride Air lift EXTRA AXLE Assemble steerable axle	2500	\$ 13,821.92	
Air Ride Air lift EXTRA AXLE Assemble	2000	\$ 9,665.23	
Air Ride EXTRA AXLE Assemble	1950	\$ 8,928.27	
Hutch 9700 109" spread -VS- 49" tandem		\$ 1,442.56	
Hutch 9700 121" spread -VS- 49" tandem		\$ 2,085.44	
Convert existing tandem to tridem	1900	\$ 7,840.00	
Spring Single leaf 363-00 High Arch -VS- 365-00 3 leaf HD spring	-120	\$ (24.80)	
Spring single leaf composite -VS- Steel 3-leaf	-176	\$ 1,059.52	
Hutch no hop option CH is used in model number		\$ 331.52	
Hutch slider Hutch 8500 -VS- fixed tandem Hutch 9700	658	\$ 1,451.52	
Hutch slider Air Ride -VS- fixed tandem Hutch 9700	858	\$ 5,837.44	

BuyBoard #46 - Pricelist for Trailers - Optional Equipment			
ITEMS:	WEIGHT +/-	BEST PRICE OFFERED	
		\$	-
Relocate / move Air Ride axle assemble		\$	1,680.00
Remove axle from a tripple axle hutch suspension		\$	1,680.00
Rims Steel Accuride 8.25 X 22.5 #8,000 lbs cap -vs- 7,400 per rim		\$	89.60
Rims Steel Accuride 8.25 X 24.5 #8,000 lbs cap -vs- 7,400 per rim		\$	89.60
Rims Steel Accuride 9 X 22.5 #9,000 lbs cap -vs- 7,400 per rim		\$	180.32
Aluminum Wheels mill finished -VS- Steel (8)	240	\$	1,046.57
Aluminum Wheels Polished finished -VS- Steel (8)	-240	\$	2,431.97
Steel wheel 8.25 X 22.5 light weight -VS- Standard weight (per tandem)	-96	\$	367.36
Centrifuse brake drums -VS- Cast (per tandem)	-116	\$	397.96
Walther Hub -VS Cast hub (per tandem)	-84	N/C	
Aluminum Hub -VS- Walther hub (per tandem)	0	\$	51.59
Tire Yokohama MY627W 20ply / steel wheel assemble 9 X 22.5 (8) 30K		\$	3,549.20
Super Single alum mill finish Firestone 385/65R22.5 -VS- Dual steel	-612	\$	795.92
Super Single alum pol finish Firestone 385/65R22.5 -VS- Dual steel	-612	\$	980.16
Super Single alum mill finish Firestone 425/65R22.5 -VS- Dual steel	-420	\$	1,164.40
Super single alum pol finish Firestone 425/65R22.5 -VS- Dual steel	-420	\$	1,348.64
Super single alum mill finish Firestone 445/65R22.5 -VS- Dual steel	-452	\$	1,532.88
Super single alum pol finish Firestone 445/65R22.5 -VS- Dual steel	-452	\$	1,717.12
WB Super Single Mill fin Michelin XTE 445/50R22.5 Vs. Dual Steel	-464	\$	2,137.12
WB Super Single Pol fin Michelin XTE 445/50R22.5 Vs. Dual Steel	-464	\$	2,358.20
WB Super Single Mill fin Michelin XTE 455/55R22.5 Vs. Dual Steel	-464	\$	2,249.12
WB Super Single Pol fin Michelin XTE 455/55R22.5 Vs. Dual Steel	-464	\$	2,470.20
Balance bags per supper single tire cost		\$	49.75
Dust shields	5	\$	224.00
Spoke hub 20" -VS- UNI Mtg 10 stud (per Tandem)		N/A	
Spoke hub 22" -VS- UNI Mtg 10 stud (per Tandem)		N/A	
Hub odometer	5	\$	168.00
Tire Inflation System, Arvin Meritor, Tandem	15	\$	1,274.00
Tire Carrier	25	\$	162.40
Spare tire/wheel Firestone FT455 11R X 22.5, Steel Wheel 8.25 X 22.5	216	\$	585.88
Spare tire/wheel Firestone FT455 11R X 22.5, Alum Mill Wheel 8.25 X 22.5	159	\$	829.08
Spare tire/wheel Firestone FT455 11R X 22.5, Alum Pol Wheel 8.25 X 22.5	159	\$	884.35
Midland 4S2M ABS -VS- Meritor		\$	179.20
Q-plus brakes -vs- Q brakes		\$	50.40
Mountain Brakes 8 5/8" -vs- 7.5 per axle		\$	121.56
Fenders 1/4, SS, installed per axle		\$	374.54
Fenders Hodgebuilt, SS, installed per axle		\$	775.26
Chrome wheel Hub cover kit per tandem (Alcoa)		\$	442.96
Chrome wheel Hub cover kit per tandem (American Chrome)		\$	350.78

BuyBoard #46 - Pricelist for Trailers - Optional Equipment			
ITEMS:	WEIGHT +/-		BEST PRICE OFFERED
Drive unit & Floor options:			\$ -
			\$ -
3.5" bore cylinder -VS- 3"	400		\$ 1,200.64
Long drive shoes vs. short	100		\$ 212.80
Hallco 4000 -VS- Keith Mfg 3" RF II Drive only	-165		\$ 560.00
In line filter assemble (Keith Mfg.) by pass			\$ 1,571.36
In Line Filter assemble Wilkens Industries Inc. (Parker collapse filter) stop			\$ 2,373.28
Floor, 1/8" pressure seal floor 2236 in lieu of 2295, (25) 50'	-854		\$ (2,947.04)
Floor, 3/16" pressure seal floor 2195 in lieu of 2295, (25) 50'	-532		\$ (733.44)
Floor, 1/8" 2185 in lieu of 2295, (25) 50'	-740		\$ (3,109.61)
Floor, 3/16" 2188 in lieu of 2295, (25) 50'	-431		\$ (2,022.79)
Floor, 7/32" 2190 in lieu of 2295, (25) 50'	-264		\$ (1,435.67)
Floor, UHMW in lieu of 2295, (25) 50'	-1045		\$ (1,486.15)
Floor, LWAO in lieu of 2295, (25) 50'	-507		\$ (3,007.69)
Floor, 2299 in lieu of 2295, (25) 50'	427		\$ 1,833.68
Floor, 2297 in lieu of 2295, (25) 50'	629		\$ 2,950.01
Floor, 2301 in lieu of 2295, (25) 50'	1,218		\$ 5,596.70
Floor, V-18 #2692 (17) slat in lieu of 2295 (25) slat, 52' [3" cylinder]	250		\$ 6,300.99
Floor, V-9 10.5" slat, (9) slat in lieu of 2295 (25) slat, 53' [3.5" cylinder]	2,497		\$ 10,512.28
Wear Strip for 2297 flooring, 48" wear strip (per slat) one end			\$ 52.51
Wear Strip for 2295 flooring, 48" wear strip (per slat) one end			\$ 46.91
Floor LP94 & drive -VS- 2295 & KRF II 3 X 10 drive TT45'	1,500		\$ 14,715.68
Hallco Brute LP floor -VS- Keith Mfg 3" RF II 2295 floor	1,800		\$ 15,923.04
Ejector Blade with machined wheels, grease capable			\$ 1,680.00
Valve, electric over hydraulic single spool to operate valve from cab			\$ 1,344.00
Front baffle 1/4" plastic cover ref #790			\$ 280.00
Pressure relief valve, ball valve to relieve coupler pressure Ref# 790			\$ 112.00
Hoses on front of trailer, 1" size, 120" long, with couplers			\$ 397.60
electrical cord remote (no box)			\$ 517.44
Electrical cord remote (with box)			\$ 665.28
electrical cordless remote system			\$ 960.96
Electric eye, to shut off floor movement			\$ 672.00
Wilkens Mfg cordless remote			\$ 1,317.83
Enrange cordless remote			\$ 2,267.87
Hydraulic reservoir, 100 gallon, with oil, installed			\$ 2,688.00
Electrical options:			
LED lights -VS- Truck light super 40 series			N/C
Grote blue seal system -VS- Truck light super 40			\$ 784.00
Mid ship Arrow -VS- Truck light TL 60015Y			\$ 112.00
Mid ship Arrow LED -VS- Truck light TL 60015Y			\$ 628.15
Extra lights, per light			\$ 56.00
Receptical, additional 7-way			\$ 72.80
back up alarm 107 decibel electric 12 volt			\$ 136.64
Back up lights			\$ 168.00
Working lights, each, out side body			\$ 84.00
Working lights inside trailer must be LED, reason heat potential fire hazard, each			\$ 168.00

BuyBoard #46 - Pricelist for Trailers - Optional Equipment			
ITEMS:	WEIGHT +/-		BEST PRICE OFFERED
Back up alarm mechanical bell	5		\$ 112.00
Vulcan, complete trailer scale system, with printer (trailer only)			\$ 9,903.04
Vulcan scale spring system (rear tandem, trailer only)			\$ 3,138.24
Air weigh scale system tandem trailer, trailer only, not installed 5800 series			\$ 849.34
Air weigh scale system tandem trailer, trailer only, installed 5800 series			\$ 994.94
Air weigh scale system tandem tractor, tractor only, not installed 5800 series			\$ 1,024.80
Air weigh scale system tandem tractor, tractor only, installed 5800 series			\$ 1,752.80
Conduit, complete trailer wiring in conduit			\$ 168.00
Landing gear options:			
Holland Mark V round shoe, STD			
Holland Mark V cushion skid foot			\$ 305.76
Jost (Fleet Craft) -VS- Holland Mark 5	-23		\$ (175.00)
Pinned manual -VS- Holland mark 5	-200		\$ 672.00
Milwaukee air/hydraulic -VS- Holland mark 5	263		\$ 7,257.23
Drop pin landing gear assemble painted not installed			\$ 1,087.52
			\$ -
Paint:			\$ -
Under coat 40' trailer, PPG liquid under coating			\$ 2,072.00
Rock guard, Glass Filled Primer applied to LG, LG supports, Crsmbrs, sub-frames, & Axles.			POR
Sherwin Williams Duraplate Primer, applied to LG, LG supports, Crsmbrs, sub-frames, & Axles.			POR
Zinc Chromate a trailer prior to painting Model 45108CC			\$ 6,496.00
Zinc Chromate a trailer prior to painting Model 40104SCGO			\$ 5,936.00
Clear quote outer body 53' trailer			\$ 3,703.22
Paint aluminum 53' trailer body			\$ 3,845.30
Stripe 8" White, straight sides, Front, & Rear SCGO model ref trl #383			\$ 2,969.29
Stripe 6.5" Blue, straight sides, front, & rear SPOT model ref trl #380			\$ 5,488.81
Stripe 12" with 1/2" border Z design on back panels SPOT model ref trl #283			\$ 6,007.68
Stripe 6" Green, 1/2" fine line, 6" Blue front and sides CC model ref trl #212			\$ 5,939.36
Black = PPG 9403			
Gray = PPG 31165			POR
charcoal gray = PPG 31256			POR
Silver = PPG 31291 this has Metallic in it			POR
White = PPG 91295			POR
GM Off White = PPG 91272			POR
Forest Green = P75KXG11204FS PPG 920595			POR
JD Green = PPG 40007			POR
2005 Peter Built L3781EB = PPG 71206 Viper Red			POR
Lake Blue = PPG 11142			POR
BFI Blue = PPG 11156			POR
Blue = 11211ALK200LT (Taormina #279)			POR
JD Industrial Yellow = #81241			POR
Red (Coke) = 71279			POR
General paint rule for SPO models:			
A code			
White, gray, black, & brown			standard
B code			
Blue, green, purple, & silver	ADD		\$ 940.80
S code			
Yellow, orange, red, & burgandy	ADD		\$ 1,685.60

QUOTATION & SPECIFICATIONS FOR

CITY OF MITCHELL, SD

Kevin Roth / 605-995-8465

Date: 10/21/24

DOUG STORCK

Buyboard Contract #686-22: Refuse & Recycle Bodies, Containers and Other Transport Bodies. Expires 11/30/24

TELEPHONE: 800-833-6045

FAX: 320-589-1974

dougs@wilkens-ind.com

DELIVERY DATE: TWO WEEKS

QUANTITY	(1) - ONE / MODEL "SPO"	BUYBOARD PRICE	\$105,170.00
MODEL	2025 - WILKENS STEEL SHEET & POST OPEN TOP WALKING FLOOR TRANSFER TRAILER #48120SPOT		
CUBIC YARDS	120		
A LENGTH (OUTSIDE)	48'		
B HEIGHT (OUTSIDE)	13'6"		
C-D OUTSIDE WIDTH	104" (FRONT) / 104" (REAR)		
E INSIDE LENGTH	47'9"		
F-G INSIDE HEIGHT	104 (FRONT) / 104" (REAR)		
H-I INSIDE WIDTH	96" (FRONT) / 96" (REAR)		
J SIDES	12GA 50,000# YIELD STEEL SHEET & 12GA SIDE POST ON 20" CENTERS		
K TOP RAIL	3" x 5" x 5/16" STEEL TUBE - NO SEAMS		
L SPREADER BAR	3" x 3" x 1/4" STEEL TUBE CENTER		
M BOTTOM RAIL	7GA 50,000# YIELD STEEL J-RAIL		
N K PIN TO REAR AXLE	42'6"		
O KING PIN	PIN SET BACK 36" / 5/16" 100,000# YIELD STEEL PLATE & HD CHANNEL		
P SUB-FRAME	8" x 4" x 1/4" x 50,000# YIELD STEEL TUBE EXTENDED PAST DRIVE UNIT		
Q LANDING GEAR	HOLLAND MARK V / DRIVER SIDE CRANK		
R-S GEAR SUPPORTS	7GA STEEL / 3" CHANNEL		
T SUSPENSION	HUTCH 9700 HIGH ARCH SPRINGS		
U AXLES	(2) 5" ROUND 25,000# SET BACK		
V HUBS	10-STUD STEEL UNIMOUNT		
W RIMS	8.25 x 22.5 STEEL 10-HOLE DISC PAINTED WHITE		
BRAKES	AIR / 16.5" x 7"		
ANTI-LOCK SYSTEM	(4) SENSOR / (2) MODUAL		
X TIRES	11R x 22.5 14 PLY		
Y TAILGATE	12GA STEEL SINGLE SWING / HEAVY DUTY HINGES ON DRIVER SIDE / MANUAL LATCH		
Z BULKHEAD	12GA STEEL CORRUGATED / 10" CORNER RADIOUS / FRONT WINDOW		
CROSSMEMBERS	4" x 3.2" 80,000# YIELD STEEL I-BEAM ON 12" CENTERS		
TARP END CAPS	INCLUDED		
TARP SYSTEM	SIDE TO SIDE ROLL TARP / DRIVER SIDE RATCHETS AND STRAPS / REAR CRANK		
TARP MATERIAL	22OZ VINYL		
FLOOR SYSTEM	KEITH RFII DX 3" x 10" / WHOL FLOOR SLAT / REAR T-BLOCKS / STEEL SUB DECK		
LADDER	NO		
CATWALK	NO		
LIGHTS	7W PLUG "TRUCK LITE" - ALL LED - STAND. DOT PACKAGE - TAIL LIGHTS IN DOOR		
MUD FLAPS	WILKENS RUBBER AT REAR		
BUMPER	7GA 50,000# YIELD STEEL SELF CLEAN / TOW HOOKS / PUSH BUMPER		
HYDRAULIC FITTINGS	TEMA QUICK COUPLERS IN CENTER OF BULK HEAD		
METAL PREPREATION	SANDBLASTED AND EXPOXY PRIME		
PAINT	PAINTED GRAY		
MISC	COUPLER DUST CAPS / DOT BOX		
ADDED OPTIONS	48' LENGTH / WHOL FLOOR		
WEIGHT +/- 3%	22,000LBS		

ALL QUOTES SUBJECT TO CHANGE AFTER 30 DAYS

TOTAL W/OPTIONS \$105,170.00

FEDERAL EXCISE TAX 12% - (TIRE CREDIT) EXEMPT

OPTIONS:

FREIGHT Fob Mitchell, SD

OTHER \$0.00

SUB-TOTAL \$105,170.00

of UNITS 1

TOTAL \$105,170.00

PO#

DEPOSIT 35% PO Required

TOTAL DUE EACH AT COMPLETION \$105,170.00

BUYER SIGNED: X

WILKENS SIGNED: X

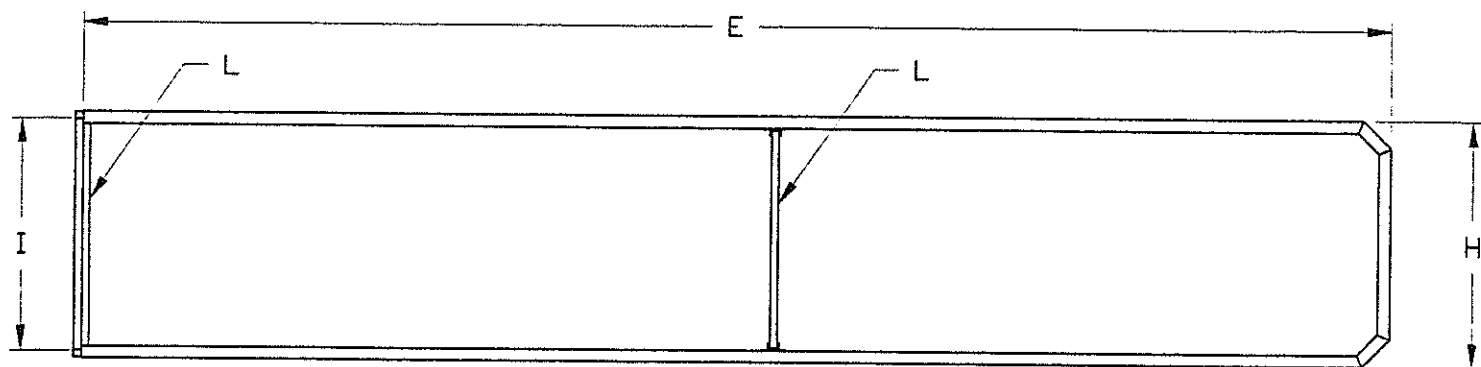
The buyer agrees to accept the equipment listed and described above, on arrival, and to pay therefore the total Cash Price (less any pre-payments)

1. That a service charge of 1-1/2% per month will be charged on all past due accounts with a \$1.00 minimum. This is an annual percentage rate of 18%.

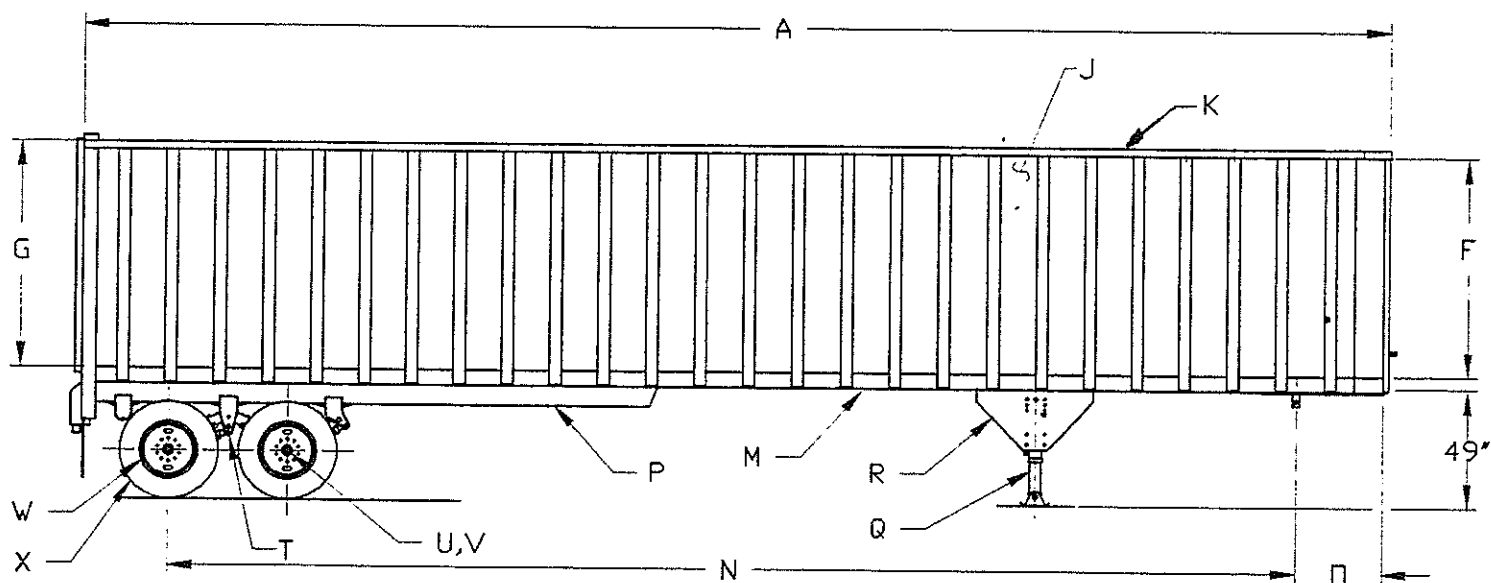
2. *Special orders are non-cancelable and a minimum of 35% down payment is required on special designed trailer orders. That this document forms a legal and binding contract for both parties herein, undersigned. Any changes, additions, or deletions, must be in writing within 5 days form date accepted by Wilkens Industries, Inc.

3. Any regular orders requested to be cancelled will be subject to 20% of the sale price, service charge, and or the purchaser will forfeit their down payment whichever is greater. Any request to cancel an order shall be made in writing with a detailed explanation. Wilkens Industries, Inc shall have the final approval of a request for cancellation.

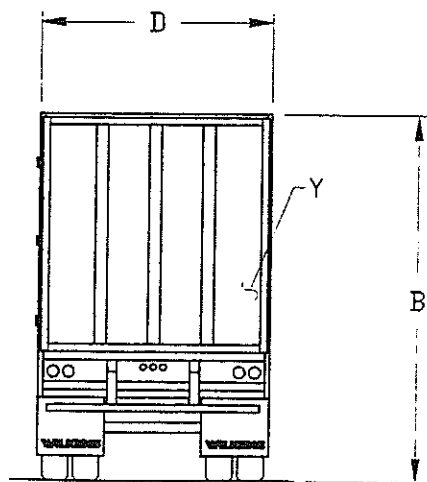
4. Owner's manuals are available in electronic form. Bound copies are available at an additional cost.



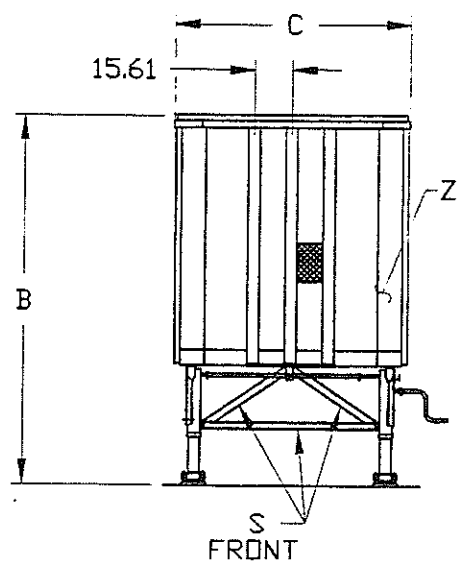
TOP



SIDE



REAR



FRONT

WILKENS INDUSTRIES, INC. WARRANTY

WARRANTY COVERAGE

WILKENS INDUSTRIES, INC. warrants to their first Purchaser only, against defects in material and workmanship on parts of only their manufacture for a period of one (1) year from the date of delivery to the first Purchaser, if manufactured according to their recommendation, but subject to the following conditions:

THIS WARRANTY WILL BECOME NULL AND VOID AND OF NO EFFECT IF ANY PART IN QUESTION:

- (1) Has been subject to abuse, misuse, negligence or accident of any type or cause.
- (2) Has been submitted or used with parts other than genuine Wilkens parts.
- (3) Owner/Operator has not read the operation manual/instructions or has not shown any responsibility to ask for proper training and operation of such product.
- (4) Has not followed the required preventative maintenance instructions or has not completed all the post delivery service inspections and requirements.

WARRANTY DISCLAIMERS

THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WILKENS AND ITS PURCHASER MUTUALLY AGREE THAT WILKENS SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES CAUSED BY THE FAILURE OF ANY PART. ANY PART OR COMPONENT OF THIS PRODUCT NOT MANUFACTURED BY WILKENS WILL BE SUBJECT TO SAID MANUFACTURER'S WARRANTY TERMS AND CONDITIONS. WILKENS WILL ACT AS THE LIAISON FOR THE WARRANTY CLAIMS SUBMITTED FOR SUCH.

REMEDIES

Wilkens and Purchaser mutually agree that Purchaser's sole remedy under this Warranty shall be limited to the repair or replacement at Wilkens option, of any part which is defective as a result of defective material and/or defective workmanship of parts furnished by Wilkens. Wilkens, for a period of one (1) year from the date of purchase, will reimburse labor costs involved in replacing warranted parts, provided prior approval of Wilkens is obtained. A written estimate must be submitted for the work to be done and must be approved prior to any work being done, by Wilkens or its perspective suppliers, to which said work is related. Wilkens solely, shall determine whether or not any part is defective as that term is used in this Warranty. Wilkens reserves the right to require any and all parts to be returned, freight prepaid, to its factory at Morris, MN or to the perspective manufacturer's place of business for inspection. With respect to all parts not manufactured, the respective manufacturer's warranty will be assigned to Purchaser. Any work done, repairs, parts replacement etc., within the warranty period without the prior approval from Wilkens Industries, the cost of such work will be the responsibility of the person, parties, company who approved such work to be done. All warranty requests must be submitted with the V.I.N. number and the warranty number listed below.

Purchaser: _____

WILKENS INDUSTRIES, INC.
184 S County Road 22
Morris, MN 56267

Date of Purchase: _____

VIN _____ Model Number: _____

This warranty document must be signed and returned via mail, email or fax to (320) 589-1974.

I have read this warranty and the owners/operators manual for this product and fully understand the terms and conditions of this warranty agreement.

Signed: _____

Position: _____

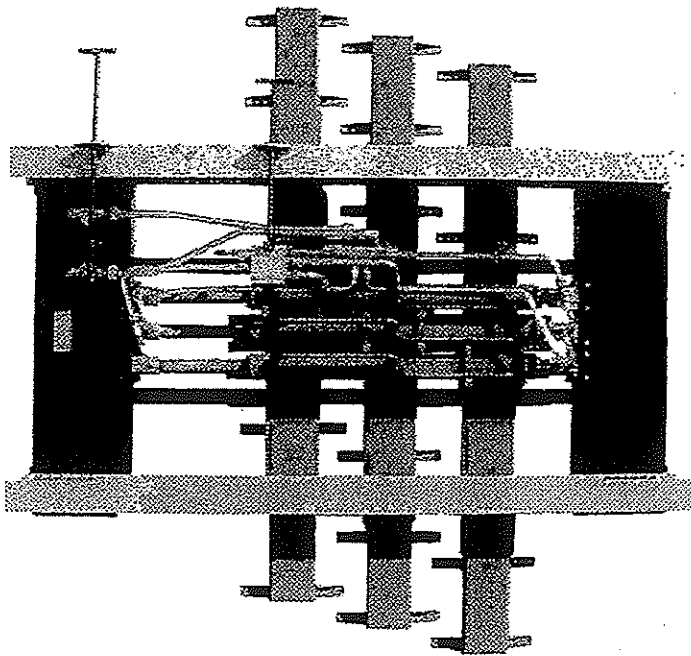
Date: _____

Two Year Warranty*

THE KEITH

RUNNING FLOOR II[®] DX DRIVE

The best selling drive unit in the world.



WALKING FLOOR[®]
ONLY BY KEITH[®]

IDEAL FOR UNLOADING

- Refuse
- Recyclables
- Wood Products
- Grain
- Soil
- Palletized Cargo
- Other Bulk Materials

A warranty card must be on file at KEITH Mfg. Co. to qualify for the extended warranty.

* Hydraulics Only.

Flooring, Seal & Bearings are "wear" items.

- Improved Cylinder Design
- Advanced Check Valve Design
- New Tubing with Uniform Design
- Increased Corrosion Resistance
- Long-Lasting Plated Tubing

KEITH, the creator of WALKING FLOOR[®] technology, provides custom unloading systems for specialized applications worldwide.



KEITH Mfg. Co.
1.800.547.6161
www.keithwalkingfloor.com

KEITH® WALKING FLOOR® Drive Unit

Limited Warranty

A summary of the warranty conditions are as follows:

- The warranty period is for the first equipment owner only.
- A warranty card must be filled out and returned to KEITH.
- The standard warranty period is for (1) one year for the Drive system (for non-hydraulic components only, such as electrical components, drive frame, cross drives, floor shoes, flooring and components from other suppliers) from date of sale by trailer manufacturer.
- The limited hydraulic warranty period is for (2) two years for the hydraulic parts and components from date of sale by trailer manufacturer.
- The Drive system must be installed by your trailer builder according to recommended KEITH installation instructions and procedures.
- KEITH maintenance and operating procedures have been properly followed.
- In the case of a malfunction, the trailer manufacturer, and KEITH must be informed immediately.

The following issues are not covered by the warranty:

- Malfunction of equipment, or problems caused by equipment, which was not supplied by KEITH.
- Malfunction caused by the use of dirty oil, or oil of the wrong type.
- Malfunction caused by overheated oil: maximum temperature 140 °F [60 °C].
- Malfunction caused by corrosive materials.
- Malfunction caused by overloading or improper use as stated in KEITH manuals.
- Malfunction caused by improper repair work, or repair work which is carried out by third parties.
- Filter elements and components are subject to normal wear-and-tear and are not warranty items.
- Defects in electrical components caused by incorrect connection and/or incorrect voltage levels.

The warranty is void if:

- The Drive system is used for purposes which have not been recommended by KEITH.
- The wet kit is not as recommended in KEITH manuals.
- The Drive system is not installed properly.
- Loads in excess of legal limits are moved as defined in KEITH manuals and operating instructions.
- Hydraulic components are damaged by excessive heat: 140 °F [60 °C].
- Heat damage caused by a bad hydraulic pump on the truck or hydraulic wet kit.
- Damage caused by using an end dump or dump truck wet kit.
- Heat damage caused by not fully opening and closing the ball valve.

Warranty Information:

Two Year Limited Hydraulic Warranty

KEITH Manufacturing Co. hereby warrants, only to the first owner of a new KEITH® Drive system from the factory or selling distributor, that the Drive system hydraulic parts and hydraulic components shall be warranted as free from defects in material and workmanship for a period of two years to the first registered owner from the date of the sale.

This warranty does not cover normal wear and tear, maintenance, or heat damage. It is not to be construed as a service contract.

Owners Obligation: To qualify for warranty coverage, a warranty card must be completed and the equipment must be subject to normal use and service as described in KEITH manuals and warranty information.

Note: Prevention of excessive heat in the hydraulic system is the single most important factor for long system life. Bad pumps, improper wet kits and hydraulic restrictions cause excessive heat and will damage the hydraulic system. Heat damage will void the warranty.

One Year Limited Non-Hydraulic Component Warranty

KEITH Manufacturing Co. hereby warrants, only to the first owner of a new **KEITH® Drive system** from the factory or selling distributor that the product (for non-hydraulic components only, such as electrical components, drive frame, cross drives, floor shoes, flooring and components from other suppliers) shall be free from defects in material and workmanship for a period of **one year** after delivery or sale to the first registered owner.

Definition of Normal Use and Service: Normal use and service means the loading and/or unloading of uniformly distributed, non-corrosive material, properly restrained and secured, on properly maintained public roads, with gross vehicle weights not in excess of factory rated capacity. For stationary installations, normal use and service means the conveying of uniformly distributed, noncorrosive materials, with weights not in excess of factory rated capacity.

Sole and Exclusive Remedy: If the product covered hereby fails to conform to the above stated warranty, **KEITH Manufacturing Co.'s** sole liability under this warranty and the owner's sole and exclusive remedy is limited to repair or replacement of the defective part(s) at a facility authorized by **KEITH Manufacturing Co.** This is the owner's sole and exclusive remedy for all contract claims, and all tort claims including those based on the strict liability in tort and negligence. Any defective part(s) must be shipped freight prepaid to the nearest **KEITH North America/South America** facility or nearest **KEITH Europe** facility. Please contact KEITH for additional information on proper locations.

Except As Expressly Set Forth Above, KEITH Manufacturing Co. Makes No Warranties:

Express, implied or statutory, specifically: No warranties of fitness for a particular purpose or warranties of merchantability are made. Further, **KEITH Manufacturing Co.** will not be liable for incidental damages or consequential damages such as, but not limited to, loss of use of the product, damage to the product, towing expenses, attorney's fees and the liability you may have in respect to any other reason.

Tort Disclaimer: **KEITH Manufacturing Co.** shall not have any liability in tort with respect to the products, including any liability based on strict liability in tort and negligence.

If This Warranty Violates Law: To the extent any provision of this warranty, contravenes the law of any jurisdiction, that provision shall be inapplicable in such jurisdiction and the remainder of the warranty shall not be affected thereby.

Warranty Return Policy

1.) Contact **KEITH Manufacturing Co.** at 1-800-547-6161 or TechDept@KeithWalkingFloor.com for a "Returned Goods Authorization" (RGA) number before returning any item for repair or replacement. The following information is needed to ensure parts are returned as quickly as possible.

- | | |
|-----------------|------------------------------|
| a. Company name | e. Part number |
| b. Contact name | f. Quantity |
| c. Address | g. Reason for return |
| d. Phone number | h. Customer's account number |

2.) Prior approval and a RGA number is needed when returning any unused product for credit. Make sure the RGA number is on the outside of the shipping carton and all paperwork is included. Return all material on a Freight Prepaid Basis.

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:	November 4, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	604-43250-43349, \$2,225,000		
Agenda Item:	Change Order #1 to Halme, Inc for North Harmon Sanitary Sewer Outfall Project #2023-06		
Explanation/Background of Agenda Item Requested:	Change Order No. 1 adds cost for additional work required for dewatering that was outside of the Contractor's control. The South Dakota Department of Transportation Highway 37 project required additional piping to move the water away from the project area. Please see attached Change Order #1 for detailed information. Original Contract Amount - \$3,229,884.25 Current Contract Amount - \$3,229,884.25 Increase of this Change Order - \$10,000		

CHANGE ORDER NO.: 1

Owner: City of Mitchell
Engineer SPN & Associates
Contractor: Halme, Inc.
Project: North Harmon Sanitary Sewer Outfall
Date Issued: 11/4/2024

City's Project No.: #2023-06
Engineer's Project No.: #16205
SD DANR Project No.: NA

Effective Date of Change Order: 11/4/2024

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

In conjunction with the Highway 37 project, to have the dewatering be out of the way of their paving work, the City of Mitchell, Michels, and Halme agreed to \$10,000 for the furnishing, install, and removal of discharge through culverts under Highway 37 and heading north on the east side of the road where it will run away from both projects.

Change in Contract Price	Change in Contract Time
Original Contract Price: \$3,229,884.25	Original Contract Times: Substantial Completion: <u>September 15, 2025</u> Ready for final payment: <u>October 15, 2025</u>
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: <u>September 15, 2025</u> Ready for final payment: <u>October 15, 2025</u>
Contract Price prior to this Change Order: \$3,229,884.25	Contract Times prior to this Change Order: Substantial Completion: <u>September 15, 2025</u> Ready for final payment: <u>October 15, 2025</u>
Increase of this Change Order: \$10,000.00	Increase of this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$3,239,884.25	Contract Times with all approved Change Orders: Substantial Completion: <u>September 15, 2025</u> Ready for final payment: <u>October 15, 2025</u>

Approved by Contractor

By: _____
Title: _____
Date: _____

Recommended for Approval

By: _____
Title: _____
Date: _____

Approved by Owner

By: _____
Title: _____
Date: _____

EJCDC® C-941, Change Order.

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Page 1 of 1

Change Order - Unit Price Work

CHANGE ORDER NO.: 1

Owner: City of Mitchell		Associates				City's Project No.: #2023-06			
Contractor: Halme, Inc.		Halme, Inc.							
Project: North Harmon Sanitary Sewer Outfall		North Harmon Sanitary Sewer Outfall							
The Contract is modified as follows upon execution of this Change Order:						Effective Date of Change Order: 11/04/24			
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	\$ 315,000.00	\$ 315,000.00		LS	1.00	\$ 315,000.00
2	Dewatering	1	LS	\$ 550,000.00	\$ 550,000.00		LS	1.00	\$ 550,000.00
3	Remove and Dispose Sanitary Manhole	2	EA	\$ 700.00	\$ 1,400.00		EA	2.00	\$ 1,400.00
4	Lift Station Demolition	2	EA	\$ 5,700.00	\$ 11,400.00		EA	2.00	\$ 11,400.00
5	Remove and Dispose Asphalt Surfacing	306	SY	\$ 9.00	\$ 2,754.00		SY	306.00	\$ 2,754.00
6	Remove, Salvage, and Place Gravel Surfacing	194	SY	\$ 11.00	\$ 2,134.00		SY	194.00	\$ 2,134.00
7	Remove, Salvage, and Reset Fence	175	LF	\$ 9.00	\$ 1,575.00		LF	175.00	\$ 1,575.00
8	Remove, Salvage, and Reset 24" RCP Culvert	52	LF	\$ 70.00	\$ 3,640.00		LF	52.00	\$ 3,640.00
9	Remove and Dispose Curb and Gutter	71	LF	\$ 6.00	\$ 426.00		LF	71.00	\$ 426.00
10	Remove and Dispose Concrete Approach Pavement	12	SY	\$ 9.00	\$ 108.00		SY	12.00	\$ 108.00
11	Clearing and Grubbing	1	LS	\$ 51,000.00	\$ 51,000.00		LS	1.00	\$ 51,000.00
12	Unclassified Excavation	510	CY	\$ 14.00	\$ 7,140.00		CY	510.00	\$ 7,140.00
13	Bypass Pumping	1	LS	\$ 4,000.00	\$ 4,000.00		LS	1.00	\$ 4,000.00
14	Sanitary Sewer Manhole (0' - 10' Depth)	29	EA	\$ 7,600.00	\$ 220,400.00		EA	29.00	\$ 220,400.00
15	Extra Depth Manhole	335.8	VF	\$ 390.00	\$ 130,962.00		VF	335.80	\$ 130,962.00
16	Inside Manhole Drop	4	EA	\$ 2,300.00	\$ 9,200.00		EA	4.00	\$ 9,200.00
17	Core Drill Existing Manhole	1	EA	\$ 1,400.00	\$ 1,400.00		EA	1.00	\$ 1,400.00
18	Connect to Existing Sanitary Sewer	5	EA	\$ 2,000.00	\$ 10,000.00		EA	5.00	\$ 10,000.00
19	8"x4" PVC Wye	35	EA	\$ 880.00	\$ 30,800.00		EA	35.00	\$ 30,800.00
20	12"x4" PVC Wye	49	EA	\$ 1,200.00	\$ 58,800.00		EA	49.00	\$ 58,800.00
21	4" PVC Cap	84	EA	\$ 26.00	\$ 2,184.00		EA	84.00	\$ 2,184.00
22	8" PVC Cap	3	EA	\$ 86.00	\$ 258.00		EA	3.00	\$ 258.00
23	Tracer Wire Access Box w/ Ground Rods	84	EA	\$ 225.00	\$ 18,900.00		EA	84.00	\$ 18,900.00
24	4" PVC Sewer Service	2,772	LF	\$ 43.00	\$ 119,196.00		LF	2,772.00	\$ 119,196.00
25	8" PVC Sanitary Sewer (8' - 10' Depth)	407	LF	\$ 63.00	\$ 25,641.00		LF	407.00	\$ 25,641.00
26	8" PVC Sanitary Sewer (10' - 15' Depth)	427	LF	\$ 67.00	\$ 28,609.00		LF	427.00	\$ 28,609.00
27	8" PVC Sanitary Sewer (20' - 25' Depth)	1022	LF	\$ 98.00	\$ 100,156.00		LF	1,022.00	\$ 100,156.00
28	8" PVC Sanitary Sewer (25' - 30' Depth)	1700	LF	\$ 135.00	\$ 229,500.00		LF	1,700.00	\$ 229,500.00
29	12" PVC Sanitary Sewer (10' - 15' Depth)	684	LF	\$ 93.00	\$ 63,612.00		LF	684.00	\$ 63,612.00
30	12" PVC Sanitary Sewer (15' - 20' Depth)	1136	LF	\$ 101.00	\$ 114,736.00		LF	1,136.00	\$ 114,736.00
31	12" PVC Sanitary Sewer (20' - 25' Depth)	1558	LF	\$ 126.00	\$ 196,308.00		LF	1,558.00	\$ 196,308.00
32	12" PVC Sanitary Sewer (25' - 30' Depth)	3155	LF	\$ 165.00	\$ 520,575.00		LF	3,155.00	\$ 520,575.00
33	12" Restrained Joint PVC Sanitary Sewer (Carrier Pipe)	226	LF	\$ 115.00	\$ 25,990.00		LF	226.00	\$ 25,990.00
34	20" Steel Casing (Bored)	226	LF	\$ 1,100.00	\$ 248,600.00		LF	226.00	\$ 248,600.00
35	Post Installation Televising	10315	LF	\$ 2.25	\$ 23,208.75		LF	10,315.00	\$ 23,208.75
36	8" C900 PVC Water Main	40	LF	\$ 63.00	\$ 2,520.00		LF	40.00	\$ 2,520.00
37	Connect to Existing Water Main	2	EA	\$ 3,000.00	\$ 6,000.00		EA	2.00	\$ 6,000.00
38	Contractor Furnished Gravel Surfacing	22	TN	\$ 45.00	\$ 990.00		TN	22.00	\$ 990.00
39	4" Asphalt Surfacing	117	TN	\$ 140.00	\$ 16,380.00		TN	117.00	\$ 16,380.00
40	Base Course	344	TN	\$ 33.00	\$ 11,352.00		TN	344.00	\$ 11,352.00
41	Concrete Curb and Gutter	71	LF	\$ 80.00	\$ 5,680.00		LF	71.00	\$ 5,680.00

Change Order - Unit Price Work

CHANGE ORDER NO.: 1

Owner: City of Mitchell		Associates		City's Project No.: #2023-06					
Contractor: Halme, Inc.		Halme, Inc.							
Project: North Harmon Sanitary Sewer Outfall		North Harmon Sanitary Sewer Outfall							
The Contract is modified as follows upon execution of this Change Order:									
Effective Date of Change Order: 11/04/24									
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	
42	Seed, Fertilize, and Mulch	22.2	Acre	\$ 1,300.00	\$ 28,860.00		Acre	22.20	\$ 28,860.00
43	Straw Wattle	840	LF	\$ 4.50	\$ 3,780.00		LF	840.00	\$ 3,780.00
44	Erosion Control Blanket	1400	SY	\$ 1.60	\$ 2,240.00		SY	1,400.00	\$ 2,240.00
45	Culvert Protection	2	EA	\$ 102.00	\$ 204.00		EA	2.00	\$ 204.00
46	Traffic Control Miscellaneous	1	LS	\$ 2,500.00	\$ 2,500.00		LS	1.00	\$ 2,500.00
47	Traffic Control Sign	315	SF	\$ 4.50	\$ 1,417.50		SF	315.00	\$ 1,417.50
48	Type III Barricade	21	EA	\$ 110.00	\$ 2,310.00		EA	21.00	\$ 2,310.00
49	Temporary Gravel Surfacing	486	SY	\$ 33.00	\$ 16,038.00		SY	486.00	\$ 16,038.00
CO#1-1	Additional Dewatering Work	0	LS	\$ 10,000.00	\$ -	1	LS	1.00	\$ 10,000.00
Total for Bid Schedule A					\$ 3,229,884.25				\$ 3,239,884.25

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

a. On the application to transfer PL-4700 (off-sale) Package Liquor License from RADHE, LLC dba Thunderbird Lodge, 1601 South Burr Street to TBM LLC dba Booze Boys, 1620 South Burr Street, Suite 4

b. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for November 30, 2024 for a wedding

c. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for December 7, 2024 for the National Guard Christmas Party

d. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for December 31, 2024 for the New Years Eve Bash

e. On the application of Mitchell Meat Lodge, LLC dba Meat Lodge, 904 East Spruce Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)

Date Received _____
Date Issued _____

License No. PL-4700

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

TBM LLC
1620 S Burr St, Mitchell, SD 57301
Suit #4

Owner's Telephone #: 605-891-9928

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

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

Is this license in active use? ☒ Yes ☐ No

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

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

B. Business Name and Address

Lic # PL-4700
Booze Boys suit #4
1620 S Burr St, Mitchell, SD 57301

Business Telephone #: 605-891-9928

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

County: Davis

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

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

D. Legal description of licensed premise:

lot 4 of Amoco Irregular tract
SE

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

E. State Sales Tax Number 1041-7504-ST

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

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

Date 10/10/2024 Print Name Harsh choudhary Signature [Signature]

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

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

Name of corporation/partnership/LP/LLC TBM LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 1620 S Burr St Mitchell, SD 57301

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

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

Name	Office	Address	Occupation
<u>HARSH CHAUDHARI</u>	<u>President</u>	<u>1601 S Burr St Mitchell, SD 57301</u>	<u>owner</u>
<u>Krishanben Chaudhuri</u>	<u>President</u>	<u>1601 S Burr St</u>	<u>owner</u>
<u>Tushar Shah</u>	<u>President</u>	<u>1601 S Burr St</u>	<u>owner</u>
<u>Ashokkumar Chaudhuri</u>	<u>President</u>	<u>1601 S Burr St</u>	<u>owner</u>

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

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

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

1601 S Burr St, Mitchell, SD 57301

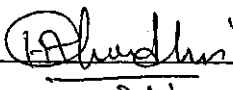
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



10/10/2024

AFFIDAVIT

STATE OF SOUTH DAKOTA)
)
COUNTY OF DAVISON)

RADHE LLC, being first duly sworn on oath deposes and says: That on
the 22nd day of OCTOBER, 2024 he was the owner of the license / business / stock of
PX-4700 situated on
(legal description) LOT 4 OF AMOCO IRREGULAR TRUST SE

in the city / county of DAVISON, South Dakota and that on the said date he
made a transfer / sale of said license operated under an alcoholic beverage license to
CHAUDHARI HARSH A. of MITCHELL, South
Dakota.

Timothy N. Galt (owner)
(signature)

(signature) (owner)

Subscribed and sworn to before me this 22nd day of OCTOBER, 2024.

[Signature] (Notary Public)

Commission Expires: 3/15/2026

(Notary Seal)



AFFIDAVIT

STATE OF SOUTH DAKOTA)
)
COUNTY OF Davis)

Radhe LLC, being first duly sworn on oath deposes and says: That on the 22nd day of October, 2024 he was the owner of the license / business / stock of PL- 4700 situated on (legal description) Lot 4 of Amoco Irregular + tract SE

in the city / county of Dawson, South Dakota and that on the said date he made a transfer / sale of said license operated under an alcoholic beverage license to Chaudhari Harsh A of Mitchell, South Dakota.

K.A.C. (owner)
(signature)

_____ (owner)
(signature)

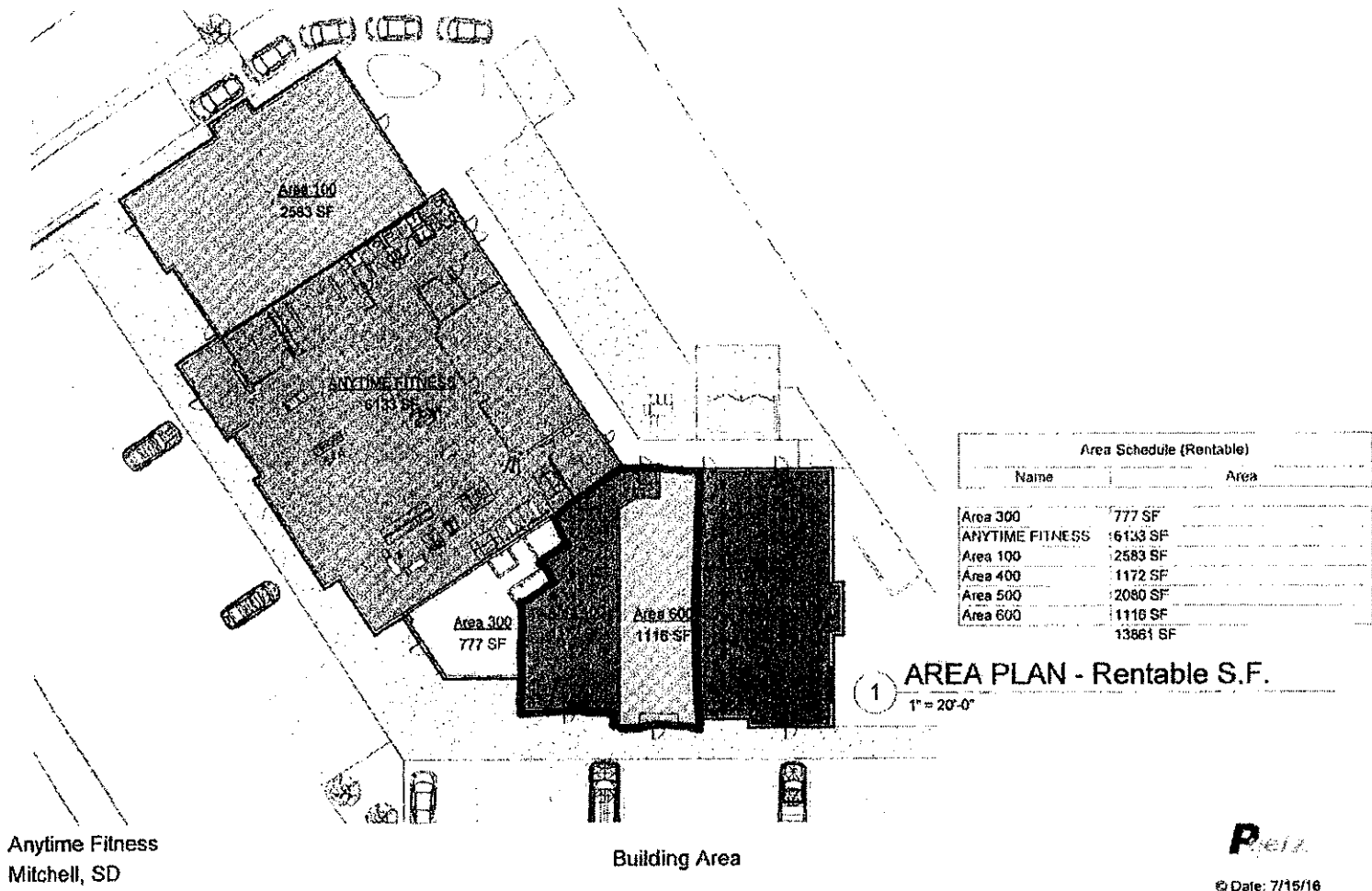
Subscribed and sworn to before me this 22nd day of October, 2021.

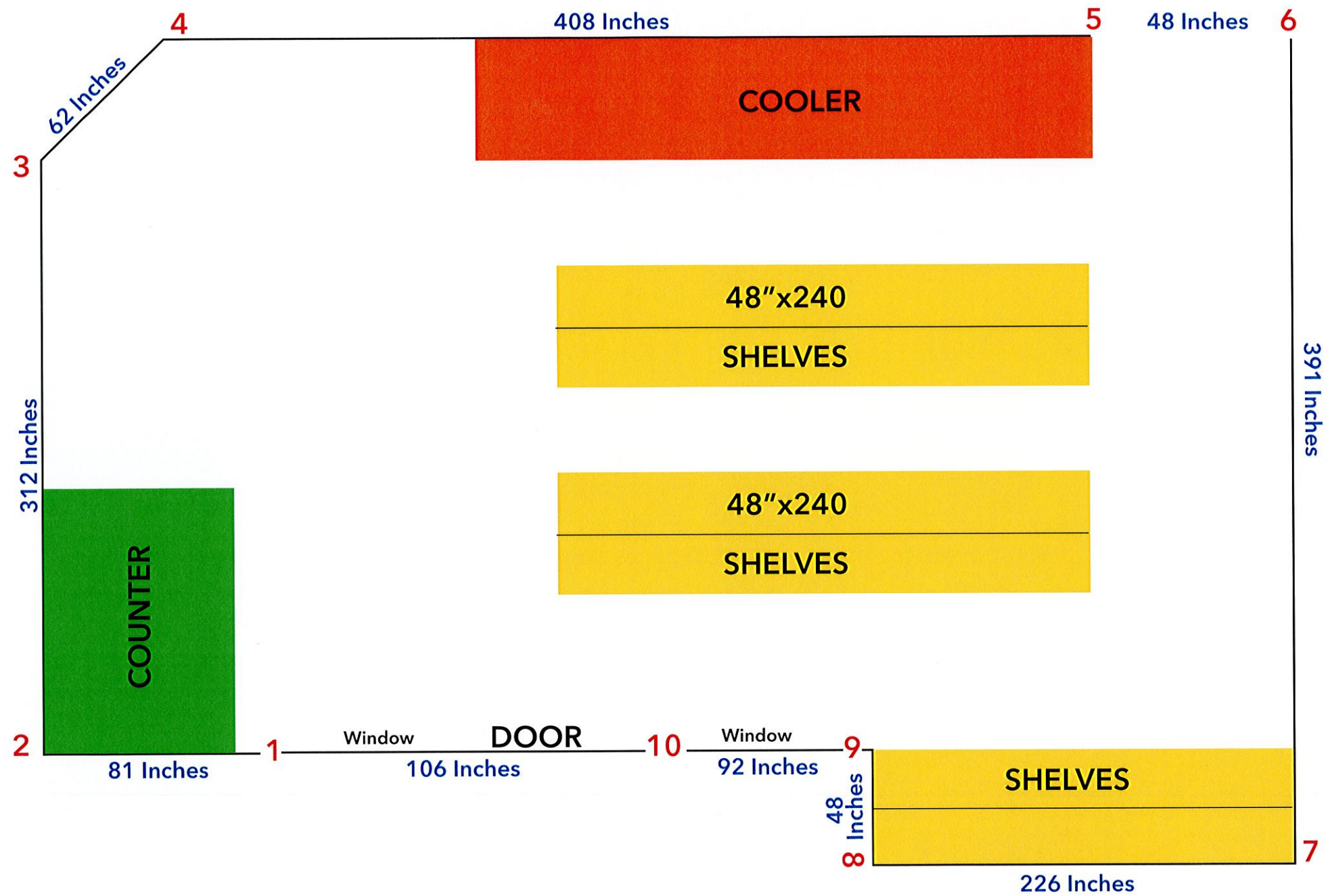


Krista Singer (Notary Public)

Commission Expires: March 17, 2029

Exhibit A





Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

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

Owner's Telephone #: _____

B. Business Name and Address

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

Business Telephone #: 605-996-4724

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

County: _____

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

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

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

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☒ Other Temp. Liquor License 11/30/24 Anderson Wood Dining

Is this license in active use? ☒ Yes ☐ No

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

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

D. Legal description of licensed premise:

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

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

E. State Sales Tax Number _____

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

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

Date _____ Print Name Brandon Manchester Signature [Signature]

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Please complete the reverse side if applicable

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

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

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

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

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

Name	Office	Address	Occupation
<u>Brendan Manchester</u>	<u>Board Member</u>	<u>28 Charles St Mitchell, SD</u>	<u>Firefighter / Paramedic</u>
<u>Matt Buenazar</u>	<u>Treasurer</u>	<u>40692 Sunrise Dr, Mitchell SD</u>	<u>CPA</u>
<u>James D Taylor</u>	<u>Secretary</u>	<u>723 W 4th Ave, Mitchell SD</u>	<u>Attorney</u>
<u>Jeremy McNery</u>	<u>Building Supervisor</u>	<u>1029 E 2nd Ave, Mitchell, SD</u>	<u>Farmer</u>

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

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

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

James D Taylor PC Law Office, 520 N. Cavalier Suite 100,
PO Box 6 Mitchell, SD 57301

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



10/17/24

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

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

Owner's Telephone #: _____

B. Business Name and Address

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

Business Telephone #: 605-996-4724

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

County: _____

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

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

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

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☒ Other Temp. Liquor License National Guard Party
Christmas Party
12-7-24

Is this license in active use? ☒ Yes ☐ No

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

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

D. Legal description of licensed premise:

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

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

E. State Sales Tax Number _____

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

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

Date _____ Print Name Brendan Manchester Signature [Signature]

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Please complete the reverse side if applicable

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

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

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

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

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

Name	Office	Address	Occupation
<u>Brandon Manchester</u>	<u>Board Member</u>	<u>28 Scherley St Mitchell, SD</u>	<u>Firefighter / Paramedic</u>
<u>Matt Bueza</u>	<u>Treasurer</u>	<u>40692 Sunrise Dr, Mitchell SD</u>	<u>CPA</u>
<u>James D Taylor</u>	<u>Secretary</u>	<u>723 W 4th Ave, Mitchell SD</u>	<u>Attorney</u>
<u>Jeremy McNary</u>	<u>Building Supervisor</u>	<u>1029 E 2nd Ave, Mitchell, SD</u>	<u>Farmer</u>

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

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

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

James D Taylor PC Law Office, 520 N. Lawler Suite 100,
PO Box 6 Mitchell, SD 57301

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



10/30/24

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

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

Owner's Telephone #: _____

B. Business Name and Address

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

Business Telephone #: 605-996-4724

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

County: _____

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

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

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

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☒ Other Temp. Liquor License
12/31/24
NYE Bash

Is this license in active use? ☒ Yes ☐ No

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

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

D. Legal description of licensed premise:

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

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

E. State Sales Tax Number _____

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

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

Date _____ Print Name Brendan Manchester Signature [Signature]

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Please complete the reverse side if applicable

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

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

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

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

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

Name	Office	Address	Occupation
<u>Brandon Manchester</u>	<u>Board Member</u>	<u>28 Charles St Mitchell, SD</u>	<u>Fire-fighter / Paramedic</u>
<u>Matt Buenazar</u>	<u>Treasurer</u>	<u>40692 Sunset Dr, Mitchell SD</u>	<u>CPA</u>
<u>James D Taylor</u>	<u>Secretary</u>	<u>723 W 4th Ave, Mitchell SD</u>	<u>Attorney</u>
<u>Jeremy McNary</u>	<u>Building Super-visor</u>	<u>1029 E 2nd Ave, Mitchell, SD</u>	<u>Farmer</u>

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

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

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

James D Taylor PC Law Office, 520 N. Lawler Suite 100,
PO Box 6 Mitchell, SD 57301

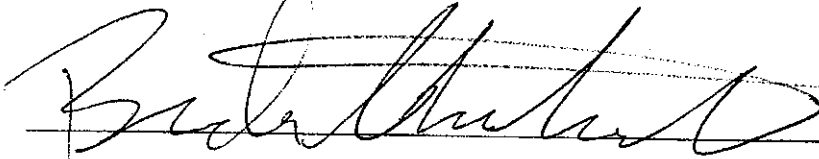
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



10/17/24

Date Received: _____
Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. _____

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

Name <u>Mitchell Meat Lodge LLC</u>		Phone Number <u>605-440-3856</u>	
Address <u>904 E Spruce St</u>	City <u>Mitchell</u>	State <u>SD</u>	Zip <u>57301</u>

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

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

Is this license in active use?	☒ YES ☐ NO
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? (If yes, please list on additional sheet)	☐ YES ☒ NO

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name <u>Meat Lodge</u>		Phone Number <u>605-440-3856</u>	
Address <u>904 E Spruce St</u>	City <u>Mitchell</u>	State <u>SD</u>	Zip <u>57301</u>

Is place of business located in a municipality?	☒ YES ☐ NO
County	<u>Davison</u>
Do you own or lease this property?	☒ OWN ☐ LEASE
Are real property taxes paid to date?	☒ YES ☐ NO
Are you of good moral character having never been convicted of a felony?	☒ YES ☐ NO

D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description: _____

E. State Sales Tax Number 5675-1030-ST

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

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

Date <u>9-10-24</u>	Print Name <u>Ben Bickley</u>	Signature <u>[Signature]</u>
------------------------	----------------------------------	---------------------------------

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

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date
--------------------------	------

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

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP/LLC Mitchell Meat Lodge LLC		
Address of office and principal place of business of corporation/partnership/LP/LLC 904 E Spruce St.		
City Mitchell	State SD	Zip Code 57301
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		☒ YES ☐ NO

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

Name	Office	Address	Occupation
Dart Brehler		48124 26th St B. Brandon, SD 57005	Owner

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

Name	Type of License	License #	Financial Interest Held	Address of Business Location

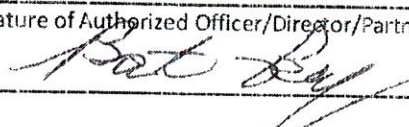
Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc.?

904 E Spruce St, Mitchell SD 57301

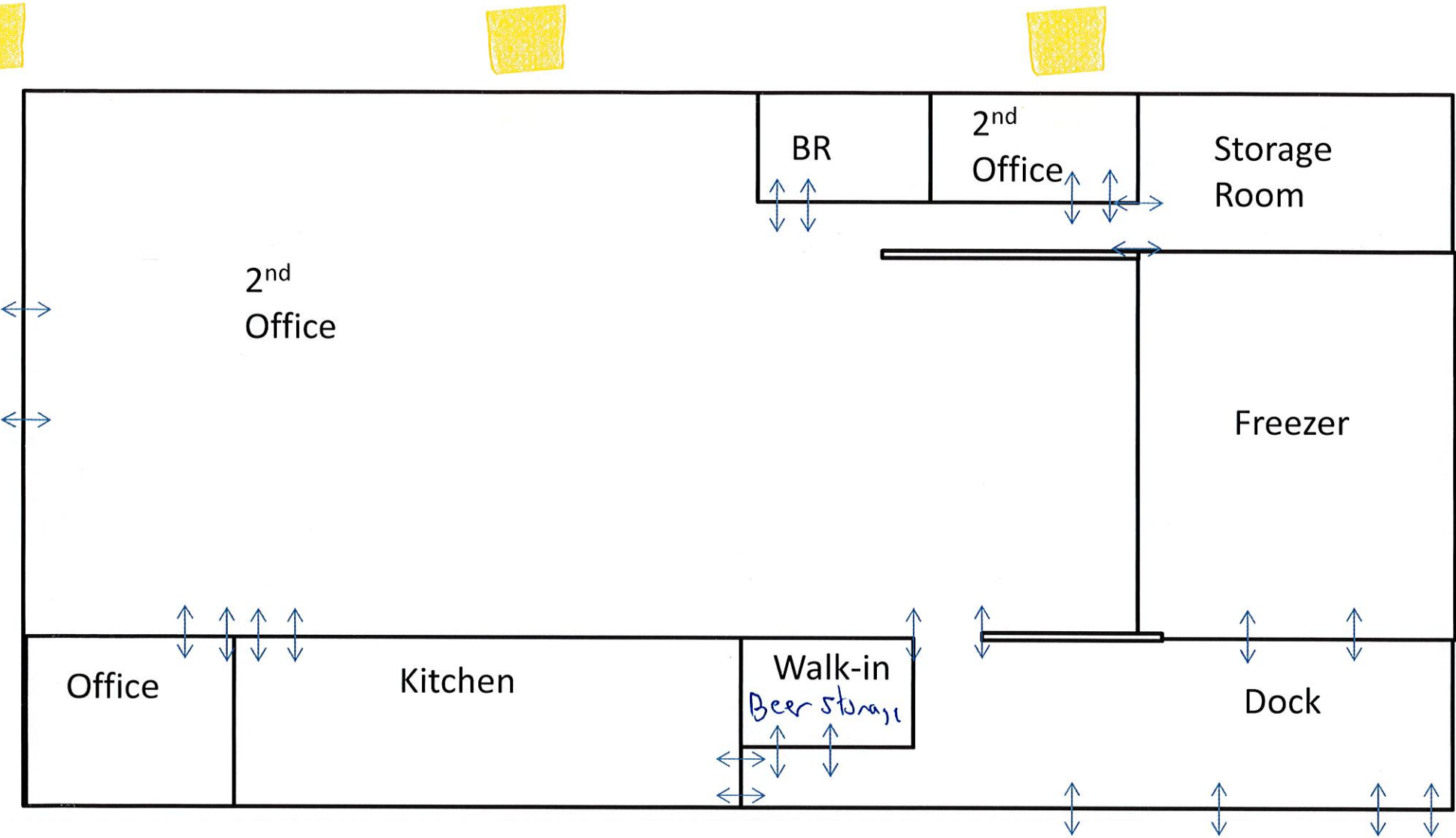
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner 	Date 9-10-24
---	------------------------

Meat Lodge Store Layout



PAY ESTIMATES FOR NOVEMBER 4, 2024

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#46	\$ 12,370.70		
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#47	\$ 8,278.83	\$ 1,332,052.06	\$ 1,462,687.34
SPN & Associates	#2021-3 West Side Water Tower	#25	\$ 155.00	\$ 59,866.74	\$ 99,813.60
Ducks Unlimited Inc.	#2021-18 Firesteel Creek Dam Design	#5	\$ 11,517.95	\$ 75,504.51	\$ 79,000.00
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-32	\$ 9,706.40	\$ 587,175.47	\$ 767,500.00
WS Construction Management	#2021-30 New Recycling Bldg at Landfill	#4	\$ 120,797.40	\$ 953,580.53	\$ 2,188,767.24
Helms & Associates	#2021-30 New Recycling Bldg at Landfill	#23	\$ 26,428.20	\$ 173,841.77	\$ 186,005.00
SPN & Associates	#2021-45 Highway #37 Utility Design-Water	#39	\$ 600.80		
SPN & Associates	#2021-45 Highway #37 Utility Design-Sewer	#40	\$ 437.50	\$ 90,180.90	\$ 280,000.00
GeoTek	#2022-1 South WWTP - Phase II - Schedule A	#1A	\$ 4,872.00	\$ 4,872.00	
Schoenfelder Construction Inc.	#2022-26 3rd & Main Streetscape	#6	\$ 257,282.41	\$ 1,086,422.22	\$ 1,475,552.40
Soukup Construction, Inc.	#2023-3 Marina Improvements	#2	\$ 456,390.42	\$ 780,177.26	\$ 2,667,995.66
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#16	\$ 6,300.92	\$ 64,197.35	\$ 325,000.00
Halme, Inc.	#2023-6 North Harmon Sanitary Sewer Outfall	#1	\$ 147,776.40	\$ 147,776.40	\$ 3,239,884.25
SPN & Associates	#2023-14 Hitchcock Pickle Ball Courts	#4	\$ 1,690.00	\$ 10,505.53	\$ 53,000.00
SPN & Associates	#2023-19 Cadwell Booster Station Rehab.	#10	\$ 50.00	\$ 14,146.25	\$ 10,700.00
605 Companies Inc.	#2023-19 Cadwell Booster Station Rehab.	#2	\$ 255,888.56	\$ 282,209.60	\$ 359,412.00
I-State Truck	#2023-34 Dump Truck Chassis	#1	\$ 119,662.00	\$ 119,662.00	\$ 119,662.00
Commercial Asphalt	#2024-15 Paving & Overlay	#1	\$ 562,507.60	\$ 562,507.60	\$ 619,316.20
	TOTALS		\$ 2,002,713.09	\$ 6,344,678.19	\$ 13,934,295.69

Prepared by Deb Hanson-Sudbeck

PACKET : 07100 07101 07102

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-35882B15-0113	101-41110-42300	LEGAL PUBLICA NOTICE OF SALE PUBLIC NOTICE	204174	20.25
		I-35882B15-0116	101-41110-42300	LEGAL PUBLICA HACKBERRY HOLDINGS MINUTES	204174	57.62
		I-35882B15-0121	101-41110-42300	LEGAL PUBLICA PALACE BREWING LLC NOTICE	204174	15.60
		I-35882B15-0122	101-41110-42300	LEGAL PUBLICA MAD GARAGE LLC	204174	14.77
DEPARTMENT 1110 CITY COUNCIL						TOTAL: 108.24

PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1220 CITY ADMINISTRATOR

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-200001215	101-41220-42700	TRAVEL, CONF, ELLWEIN-SDML CONF REG	204280	125.00
DEPARTMENT 1220 CITY ADMINISTRATOR					TOTAL:	125.00

PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1440 HUMAN RESOURCES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00483	COUNTY FAIR					
		I-10182024	101-41440-42232	EMPLOYEE RECO GREENWAY RETIREMENT CAKE	204178	35.99
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00114174-00	101-41440-42231	EMPLOYEE PHYS DRUG SCREENINGS, PHYSICALS	204153	1,445.00
DEPARTMENT 1440 HUMAN RESOURCES					TOTAL:	1,480.99

PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1460 INSURANCE & BONDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01450	MUTH ELECTRIC INC					
		I-671582	101-41460-42110	LIABILITY, PR DISCNT&INSTALL NEW POLE,LIGHT	204252	5,000.00
DEPARTMENT 1460 INSURANCE & BONDS						TOTAL: 5,000.00

PACKET : 07100 07101 07102
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
01-01450	MUTH ELECTRIC INC					
		C-673283	101-41920-42520	REPAIR-CITY H FLAG,CANOPY LIGHT REFUNDED	204252	4,588.32-
		C-673872	101-41920-42520	REPAIR-CITY H REFUND CIRCUIT INSTALL,DOOR	204252	715.87-
		I-673277	101-41920-42520	REPAIR-CITY H INSTALL CAT5 CABLE	204252	217.18
		I-673283	101-41920-42520	REPAIR-CITY H FLAG,CANOPY LIGHT CIRCUIT	204252	4,588.32
		I-673283A	101-41920-42520	REPAIR-CITY H FLAG,CANOPY LIGHT INSTALLED	204252	2,171.03
		I-673872	101-41920-42520	REPAIR-CITY H INSTALL NEW CIRCUIT,OPENER	204252	715.87
		I-673872A	101-41920-42520	REPAIR-CITY H INSTALL CIRCUIT,AUTO DOOR OPNR	204252	2,240.00
01-08281	VESTIS					
		I-6380233249	101-41920-43410	REPAIRS-CITY MAT CLEANING	204302	66.84
				DEPARTMENT 1920 MUNICIPAL BUILDINGS	TOTAL:	4,695.05

PACKET : 07100 07101 07102

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-2279-8059	101-41935-42615	POSTAGE POSTAGE 10.01-15.2024	204272	356.02
		I-608651	101-41935-42615	POSTAGE FLATS POSTAGE 10.01-15.2024	204272	14.32
01-03678	INTERSTATE OFFICE PRODU					
		I-01EE3626	101-41935-42640	COPY MACHINE PAPER	204214	174.48
		I-01EE3888	101-41935-42640	COPY MACHINE PAPER	204214	43.62
				DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		588.44

10/30/2024 4:21 PM
PACKET : 07100 07101 07102
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00809	GALLS LLC					
		I-029290764	101-42110-42640	UNIFORM ALLOW JACKETS,BELTS,GEAR	204195	4,261.06
		I-029292669	101-42110-42640	UNIFORM ALLOW KEY HOLDERS	204195	77.64
		I-029307156	101-42110-42640	UNIFORM ALLOW BATONS	204195	794.37
		I-029314271	101-42110-42640	UNIFORM ALLOW PANTS,SHIRTS,JACKETS	204195	1,897.36
		I-029320321	101-42110-42640	UNIFORM ALLOW SHIRTS	204195	168.76
		I-029335570	101-42110-42640	UNIFORM ALLOW SHIRTS	204195	227.65
		I-029341001	101-42110-42640	UNIFORM ALLOW PANTS	204195	461.66
01-00939	MITCHELL TOWING AND REC					
		I-95	101-42110-42980	VEHICLE TOWIN DAY TOWING	204250	180.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815044004	101-42110-42500	REPAIR & MAIN OIL FILTERS	204290	5.73
		I-815044415	101-42110-42500	REPAIR & MAIN WIPER BLADES,FILTERS	204290	68.29
01-01532	FEDEX					
		I-8-652-68294	101-42110-42200	PROFESSIONAL EVIDENCE MAILING	204191	36.14
01-02679	MENARD'S INC					
		I-77560	101-42110-42600	SUPPLIES LAWN BAGS	204236	15.84
01-02684	STREICHER'S - MINNEAPOL					
		I-I1723750	101-42110-42640	UNIFORM ALLOW PATCHES	204289	7,204.78
		I-I1724261	101-42110-42640	UNIFORM ALLOW NAME TAG	204289	11.99
01-02790	SUN GOLD SPORTS LLC					
		I-29096	101-42110-42640	UNIFORM ALLOW BADGES,FLAG BADGES	204293	925.00
		I-29461	101-42110-42640	UNIFORM ALLOW LARGE BADGE PATCHES	204293	300.00
01-03126	LIGHT & SIREN					
		I-17110	101-42110-43400	MACHINERY AND NEW PATROL VEHICLES LIGHTBARS	204227	32,284.63
01-03267	WALMART/CAPITAL ONE					
		I-8858.10112024	101-42110-42600	SUPPLIES COOKIES,NAPKINS,PLATES	204304	21.76
01-03713	ACE K9					
		I-294742	101-42110-42670	SERVICE DOG S ACE WATCHDOG ANNUAL SUBSCRPTN	204146	168.00
01-06904	JOHN BADKER					
		I-10242024	101-42110-42700	TRAVEL, CONF MEAL REIMB-PIERRE SWAT MEETING	204154	14.00
01-08281	VESTIS					
		I-6380234171	101-42110-42200	PROFESSIONAL MAT CLEANING	204302	64.77
01-09000	CASEY TEGETHOFF					
		I-10242024	101-42110-42700	TRAVEL, CONF MEAL REIMB-PIERRE SWAT TRAING	204294	14.00
01-09180	ANDREW BECKER					

PACKET : 07100 07101 07102

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
=====						
01-09180	ANDREW BECKER		continued			
		I-10242024	101-42110-42700	TRAVEL, CONF MEAL REIMB-PIERRE SWAT MEETING	204158	14.00
01-10486	AT&T MOBILITY - POLICE					
		I-9001X10232024	101-42110-42800	TELEPHONE ACCT #287283989001	204151	1,035.00
DEPARTMENT 2110 POLICE DEPARTMENT						TOTAL: 50,252.43

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00428	CARQUEST AUTO PARTS INC					
	I-4977-321084	101-42130-42500	REPAIRS	LAMP	204165	9.90
01-01450	MUTH ELECTRIC INC					
	I-673548	101-42130-42570	REPAIRS-TRAFF	CROSSWALK BUTTON REP-S BURR	204252	1,662.24
01-01830	NORTHWESTERN ENERGY					
	I-2576730-2.10.24	101-42130-42810	UTILITIES-TRA	N SANBORN AND 5TH AVE	204257	80.85
	I-2577687-3.10.24	101-42130-42810	UTILITIES-TRA	N SANBORN AND 7TH AVE	204257	68.61
	I-2577895-2.10.24	101-42130-42810	UTILITIES-TRA	710 N MINNESOTA ST	204257	12.52
	I-2578443-0.10.24	101-42130-42840	BUILDING UTIL	705 N CAPITAL ST	204257	233.63
	I-2579139-3.10.24	101-42130-42810	UTILITIES-TRA	901 N MINNESOTA ST	204257	13.38
	I-2579461-1.10.24	101-42130-42810	UTILITIES-TRA	N SANBORN AND 12TH AVE	204257	63.17
	I-2580311-5.10.24	101-42130-42810	UTILITIES-TRA	1204 N KIMBALL ST	204257	13.37
	I-2580312-3.10.24	101-42130-42810	UTILITIES-TRA	N MAIN AND 12TH AVE	204257	49.09
	I-2580491-5.10.24	101-42130-42810	UTILITIES-TRA	1403 N KIMBALL ST	204257	13.37
	I-2581249-6.10.24	101-42130-42520	EMERGENCY SIR	E GOLF COURSE SIREN	204257	26.92
	I-2581250-4.10.24	101-42130-42520	EMERGENCY SIR	800 W 8TH AVE	204257	24.51
	I-2581251-2.10.24	101-42130-42520	EMERGENCY SIR	1221 S MINNESOTA ST	204257	23.32
	I-2581252-0.10.24	101-42130-42520	EMERGENCY SIR	100 MATTIE ST	204257	27.94
	I-2581521-8.10.24	101-42130-42810	UTILITIES-TRA	W HAVENS AND OHLMAN	204257	100.69
	I-2582741-1.10.24	101-42130-42835	UTILITIES-STR	I 90 AND OHLMAN	204257	593.53
	I-2583138-9.10.24	101-42130-42810	UTILITIES-TRA	W UNIV AND NORWAY	204257	13.88
	I-2583139-7.10.24	101-42130-42810	UTILITIES-TRA	1309 W UNIVERSITY AVE	204257	13.53
	I-2583145-4.10.24	101-42130-42810	UTILITIES-TRA	1522 W UNIVERSITY AVE	204257	13.37
	I-2583147-0.10.24	101-42130-42810	UTILITIES-TRA	310 W NORWAY	204257	13.88
	I-2583319-5.10.24	101-42130-42810	UTILITIES-TRA	HAVENS AND MINN ST	204257	87.52
	I-2583840-0.10.24	101-42130-42810	UTILITIES-TRA	S SANBORN AND HAVEN ST	204257	129.82
	I-2585416-7.10.24	101-42130-42810	UTILITIES-TRA	700 E NORWAY AVE	204257	296.71
	I-2585457-1.10.24	101-42130-42810	UTILITIES-TRA	700 E KAY AVE	204257	182.16
	I-2719916-5.10.24	101-42130-42520	EMERGENCY SIR	CABELA AND SPRUCE EMERGENCY	204257	25.20
	I-2734281-5.10.24	101-42130-42520	EMERGENCY SIR	900 BLOCK OF E 11TH ST SIREN	204257	26.57
	I-2735044-6.10.24	101-42130-42835	UTILITIES-STR	801 N KIMBALL ST	204257	12.00
	I-2745956-9.10.24	101-42130-42520	EMERGENCY SIR	W END BOAT RAMP	204257	24.86
	I-2748245-4.10.24	101-42130-42810	UTILITIES-TRA	BURR & SPRUCE SIGNAL LIGHTS	204257	305.30
	I-2748246-2.10.24	101-42130-42810	UTILITIES-TRA	N RAMPS I 90 SIGNAL LIGHTS SGN	204257	187.02
	I-2784889-4.10.24	101-42130-42810	UTILITIES-TRA	1120 W CEDAR	204257	13.36
	I-2784890-2.10.24	101-42130-42810	UTILITIES-TRA	1501 W CEDAR	204257	13.20
	I-2943370-3.10.24	101-42130-42810	UTILITIES-TRA	SPRUCE AND CABELA DR TRAFFIC	204257	66.90
	I-2980768-2.10.24	101-42130-42810	UTILITIES-TRA	121 W HAVENS	204257	131.38
	I-3045379-9.10.24	101-42130-42810	UTILITIES-TRA	800 N CAPITAL	204257	13.03
	I-3045401-1.10.24	101-42130-42810	UTILITIES-TRA	921 N CAPITAL	204257	13.03
	I-3621835-2.10.24	101-42130-42810	UTILITIES-TRA	S RAMPS I 90 SIGNAL LIGHTS SGN	204257	193.94
	I-3701975-9.10.24	101-42130-42835	UTILITIES-STR	N RAMPS I 90 STREET LIGHT	204257	636.53
DEPARTMENT 2130 TRAFFIC DEPARTMENT						
TOTAL:						5,430.23

PACKET : 07100 07101 07102

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-1940024	101-42200-42500	REPAIR & MAIN ROD THREAD PLATED	204275	29.96
01-00809	GALLS LLC					
		C-029285564	101-42200-42640	UNIFORMS BADGES,SEALS RETURNED	204195	2,639.16-
		I-027308919	101-42200-42640	UNIFORMS BADGES,SEALS,CROSSED BUGLES	204195	2,816.28
01-01199	STURDEVANTS AUTO VALUE					
		I-815044827	101-42200-42500	REPAIR & MAIN FIX IT PACK	204290	13.99
01-01964	DAKOTA SUPPLY GROUP					
		I-S104126206.002	101-42200-42500	REPAIR & MAIN PIPE NIPPLE 2X6	204184	30.99
01-02051	MIDCONTINENT COMMUNICAT					
		I-02609470214321	101-42200-42810	UTILITIES ACCT #026094702	204241	8.50
01-02679	MENARD'S INC					
		I-77083	101-42200-42500	REPAIR & MAIN ELBOW,NIPPLE	204236	16.73
		I-77525	101-42200-42600	SUPPLIES OIL DRI	204236	79.90
		I-77817	101-42200-42600	SUPPLIES CHIP BRUSH,PAINT CAN,FLAP	204236	45.77
		I-77886	101-42200-42600	SUPPLIES DISHWAND REFILL,GLASS CLNR	204236	31.56
01-03267	WALMART/CAPITAL ONE					
		C-8940.10022024	101-42200-42600	SUPPLIES RETURNED USB DRIVES	204304	19.76-
		I-0940.10162024	101-42200-42600	SUPPLIES USB	204304	53.76
		I-8940.09272024	101-42200-42600	SUPPLIES USB DRIVES	204304	19.76
01-05276	M & T FIRE AND SAFETY I					
		I-12387	101-42200-42600	SUPPLIES KEY FIRE HOSE	204229	5,175.00
		I-12546	101-42200-42500	REPAIR & MAIN CONTROLLER	204229	4,187.03
		I-12650	101-42200-42200	PROFESSIONAL SERVICE FOR PUMP TEST	204229	560.00
01-07756	CHAD CODY					
		I-10242024	101-42200-42600	SUPPLIES REIMBURSE FOOD FOR FIREFIGHTER	204173	28.33
01-08594	MAKE IT MINE DESIGNS					
		I-36054	101-42200-42600	SUPPLIES DECAL ON FM	204230	543.26
01-09349	HOWES OIL CO					
		I-348240	101-42200-42610	GAS & OIL ON ROAD FUEL #2	204207	614.73
01-09696	UPPER MIDWEST GARAGE DO					
		I-71162	101-42200-42500	REPAIR & MAIN BROKEN SPRING SERVICE CALL	204299	306.12
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	11,902.75

10/30/2024 4:21 PM
PACKET : 07100 07101 07102
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE					
		I-IZ6597	101-43100-42600	SUPPLIES ECONO BATTERY	204170	60.95
01-00532	A-OX WELDING SUPPLY CO					
		I-0088070813	101-43100-42500	REPAIRS CYLINDER LEASES	204145	385.95
01-00712	NAPA CENTRAL					
		I-806869	101-43100-42600	SUPPLIES HYDRAULIC HOSE	204254	227.89
01-01117	FLEETPRIDE					
		I-120341275	101-43100-42600	SUPPLIES TENSION ARM,WINDSHIELD KITS	204194	2,569.20
		I-120397637	101-43100-42600	SUPPLIES CAMSHAFT,CAM KIT,REMAN SHOE	204194	151.81
		I-120494659	101-43100-42600	SUPPLIES HOSE BARB CONNECTORS,BRASS TEE	204194	27.48
		I-120693667	101-43100-42600	SUPPLIES RUBBER GROMMET,MARKER LAMP	204194	65.81
01-01130	KIMBALL MIDWEST					
		I-102637908	101-43100-42600	SUPPLIES CLEANERS	204220	309.60
01-01199	STURDEVANTS AUTO VALUE					
		I-815044005	101-43100-42600	SUPPLIES AIR,OIL FARM, FLEET,HYDRAULIC	204290	264.78
		I-815044408	101-43100-42600	SUPPLIES OIL,AIR FILTERS,TIRE SWAB,WETH	204290	392.63
01-03090	DALE STAR					
		I-10242024	101-43100-42650	UNIFORMS JEANS REIMBURSED	204287	97.04
01-03099	LAWSON PRODUCTS INC					
		I-9311881354	101-43100-42600	SUPPLIES WIRE WHEEL,PINS,SOCKETS	204225	206.63
		I-9311921677	101-43100-42600	SUPPLIES WASHERS,SCREWS,NUTS,GREASE	204225	1,882.22
01-03884	COMMERCIAL ASPHALT					
		I-0021780-IN	101-43100-42620	ASPHALT MIX HOT MIX	204175	8,165.50
01-04066	TRANSWEST - SIOUX FALLS					
		I-094P8083	101-43100-42600	SUPPLIES STEP PAINTE BAND 25	204298	353.98
01-04204	ROCKMOUNT RESEARCH & AL					
		I-1289198	101-43100-42600	SUPPLIES OLYMPIA WEARPLATE,ZETA STRIP	204274	1,322.61
01-06633	GF ADVERTISING SERVICES					
		I-60936	101-43100-42650	UNIFORMS K ROTH-LOGOD SHIRTS	204197	250.00
01-08014	VERN EIDE CHEVROLET GMC					
		I-16098782/1	101-43100-42500	REPAIRS DAYTIME TOWING	204301	100.00
01-09349	HOWES OIL CO					
		I-348240	101-43100-42610	GAS OFF ROAD FUEL #2	204207	6,620.59
		I-348240	101-43100-42610	GAS ON ROAD FUEL #2	204207	371.05
01-09509	INNOVATIVE OFFICE SOLUT					

PACKET : 07100 07101 07102
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09509	INNOVATIVE OFFICE SOLUT	continued				
		I-IN4660578	101-43100-42600	SUPPLIES FORKS,PLATES FOR BREAKROOM	204213	141.30
01-09594	TRAVIS HOHRMAN					
		I-24-01	101-43100-42661	MECHANICS TOO MECHANIC TOOLS REIMBURSED	204206	350.00
01-09671	PREMIER EQUIPMENT LLC					
		I-IH59152A	101-43100-42600	SUPPLIES KIT STROBE	204268	290.66
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	24,607.68

PACKET : 07100 07101 07102

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
01-03114	SUBWAY					
		I-2/A-661529	101-43110-42750	PLANNING COMM 10.28.24 PLANNING COMM MEALS	204292	53.94
01-03130	JOHN HEGG					
		I-10292024	101-43110-42650	UNIFORMS GLOVES REIMBURSED	204202	9.97
01-03678	INTERSTATE OFFICE PRODU					
		I-01EE3403	101-43110-42600	SUPPLIES MARKERS	204214	13.33
01-10427	MARK JENNIGES					
		I-10252024	101-43110-42700	TRAVEL CONF D RAPID CITY MEALS,MILEAGE REIMB	204217	215.04
				DEPARTMENT 3110 PUBLIC WORKS ADMIN	TOTAL:	292.28

PACKET : 07100 07101 07102

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
01-00559	DICKS TOWING LLC					
		I-T4760	101-43120-42680	CHIP SEAL ASP FOG SEAL TOWING	204185	150.00
01-01321	MEBIUS NURSERY & LANDSC					
		I-127444	101-43120-43300	STREET OVERLA IRRIGATION SERVICE REPAIRS	204235	240.00
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2022-26 P.E. #6	101-43120-43300	STREET OVERLA 2022-26 P.E. #6	204279	136,359.68
01-03884	COMMERCIAL ASPHALT					
		I-2024-15 P.E. #1	101-43120-43313	SPRUCE ST RR 2024-15 P.E. #1	204175	1,075.00
		I-2024-15 P.E. #1	101-43120-43300	STREET OVERLA 2024-15 P.E. #1	204175	449,820.10
		I-2024-15 P.E. #1	101-43120-43310	PARKING LOT/A 2024-15 P.E. #1	204175	83,693.50
01-08560	FIRST RATE EXCAVATE INC					
		I-10252024	101-43120-43300	STREET OVERLA 15TH AVE IMPROVEMENT PROJECT	204193	22,808.30
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						694,146.58

PACKET : 07100 07101 07102

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
01-01830	NORTHWESTERN ENERGY					
		I-2941237-6.10.24	101-43150-42800	UTILITIES 1416 E SPRUCE ST	204257	21.77
		I-3288018-9.10.24	101-43150-42800	UTILITIES CABELA DR	204257	27.42
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2022-26 P.E. #6	101-43150-43343	2ND, 4TH, & R 2022-26 P.E. #6	204279	54,029.30
				DEPARTMENT 3150 STORM DRAINAGE	TOTAL:	54,078.49

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

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PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 4110 HEALTH & WELFARE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00523	DAKOTA COUNSELING INST/ I-10072024		101-44110-42940	DAKOTA COUNSE 2024 4TH QTR ALLOCATION	204179	3,250.00
DEPARTMENT 4110 HEALTH & WELFARE						TOTAL: 3,250.00

PACKET : 07100 07101 07102

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
01-01015	INGRAM LIBRARY SERVICES					
		I-84252540	101-45500-43420	BOOKS BOOKS	204212	211.62
		I-84365219	101-45500-43420	BOOKS BOOKS	204212	125.13
01-02811	JONES SUPPLIES					
		I-148906	101-45500-42600	SUPPLIES & MA TOILET TISSUE,PAPER TOWELS	204219	98.01
01-05088	BLACKSTONE PUBLISHING					
		I-2173457	101-45500-43421	AUDIO-VISUAL AUDIOBOOKS	204162	99.99
		I-2173804	101-45500-43421	AUDIO-VISUAL AUDIOBOOK	204162	40.00
01-06583	BAKER & TAYLOR					
		I-2038608681	101-45500-43420	BOOKS CHILDREN'S BOOKS	204155	109.71
		I-2038618499	101-45500-43420	BOOKS CHILDREN'S BOOKS	204155	215.58
01-08223	OVERDRIVE INC					
		I-02495CO24303880	101-45500-42693	E-BOOKS/AUDIO EBOOKS,EAUDIOBOOKS	204265	1,282.80
01-08281	VESTIS					
		I-6380231901	101-45500-42600	SUPPLIES & MA MAT CLEANING	204302	61.48
01-09633	STAPLES					
		I-6014289290	101-45500-42600	SUPPLIES & MA GLUE STICKS,PAPER	204286	23.96
DEPARTMENT 5500 LIBRARY					TOTAL:	2,268.28

FUND 101 GENERAL					TOTAL:	860,246.72

PACKET : 07100 07101 07102

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
01-01590	MCLEOD'S PRINTING					
		I-79568	201-45110-42600	SUPPLIES & MA MEMBERSHIP KEY FOBS	204234	259.04
	PROJ: J51-SM-OFFIC	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-OFFICE		
01-02679	MENARD'S INC					
		I-77827	201-45110-42600	SUPPLIES & MA DUST PANS, BROOMS	204236	564.35
	PROJ: J51-SM-EQUIP	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-EQUIPMENT		
01-03611	MITCHELL SKATING					
		I-10182024	201-45110-42250	PROGRAMMING S SKATE PROGRAM REGISTRATION	204247	390.00
01-08594	MAKE IT MINE DESIGNS					
		I-37323	201-45110-42650	UNIFORMS HENKEL-LOGOD TEES,HOODIES	204230	208.17
	PROJ: J54-JAMIE	P&A UNIFORMS		UNIFORMS-JAMIE		
DEPARTMENT 5110 RECREATION & AQUATICS					TOTAL:	1,421.56

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1941845	201-45140-42600	SUPPLIES & MA DRIVE SET,FLIP KNIFE	204275	40.98
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-00621	MC&R POOLS INC					
		C-1241683-CM	201-45140-42600	SUPPLIES & MA RETURNED SER INTLF 3HP	204232	130.62-
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-1241770-INAB	201-45140-42600	SUPPLIES & MA INTELLIFLO IMPELLER ASSY	204232	164.71
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PLUMBING		
		I-1241835-INAB	201-45140-42600	SUPPLIES & MA SEAL PLATE INTELLIFLO	204232	150.90
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PLUMBING		
01-01193	KROHMER PLUMBING INC					
		I-84644	201-45140-42500	REPAIR & MAIN REPLACED FILTERS IN HOT TUB	204224	91.84
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG		REPAIR/MAINT-PLUMBING		
		I-84709	201-45140-42500	REPAIR & MAIN RESET TOILET LABOR	204224	108.09
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG		REPAIR/MAINT-PLUMBING		
01-01450	MUTH ELECTRIC INC					
		I-673391	201-45140-42500	REPAIR & MAIN OUTLET BURNT UP REPAIR	204252	96.27
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG		REPAIR/MAINT-ELECTRICAL		
		I-673564	201-45140-42500	REPAIR & MAIN REPLACED PROBE	204252	291.58
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG		REPAIR/MAINT-ELECTRICAL		
		I-674187	201-45140-42500	REPAIR & MAIN INSTALL NEW PROBE IN PIT	204252	99.03
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG		REPAIR/MAINT-ELECTRICAL		
01-01590	MCLEOD'S PRINTING					
		I-79568	201-45140-42600	SUPPLIES & MA MEMBERSHIP KEY FOBS	204234	259.04
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-01830	NORTHWESTERN ENERGY					
		I-2580493-1.10.24	201-45140-42800	UTILITIES 1300 N MAIN	204257	3,835.85
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-02560	PEPSI COLA COMPANY					
		I-97806007	201-45140-42601	CONCESSION SU POPS,GATORADES	204266	206.15
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10618267	201-45140-42602	CHEMICALS LAB FEES	204271	90.00
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-02679	MENARD'S INC					
		I-77622	201-45140-42600	SUPPLIES & MA DISTILLED WATER,SIMPLE GREEN	204236	24.86
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-77993	201-45140-42500	REPAIR & MAIN TOILET REPAIR KITS	204236	125.84
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG		REPAIR/MAINT-PLUMBING		
01-02880	THUNE TRUE VALUE & APPL					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02880	THUNE TRUE VALUE & APPL	continued				
		I-A579877	201-45140-42600	SUPPLIES & MA WALL CLOCK	204295	19.99
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
		I-A580519	201-45140-42600	SUPPLIES & MA NYLON BASTER	204295	4.99
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
		I-A580532	201-45140-42600	SUPPLIES & MA NUTS,BOLTS,RING TERMINAL	204295	8.47
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
01-03267	WALMART/CAPITAL ONE					
		I-8775.10232024	201-45140-42600	SUPPLIES & MA YOGA BALLS	204304	27.96
	PROJ: J06-SM-PROGR		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-PROGRAMS		
01-04293	JCL SOLUTIONS					
		I-1376022	201-45140-42600	SUPPLIES & MA CLEAN BY PEROXY	204216	552.60
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
01-04950	MIDCONTINENT COMMUNICAT					
		I-BIL-546474	201-45140-42300	PUBLISHING ADVERTISING	204242	316.00
	PROJ: J08-MIDCO		REC CTR PUBLISHING	PUBLISHING-MIDCO		
		I-BIL-547115	201-45140-42300	PUBLISHING ADVERTISING	204242	72.50
	PROJ: J08-MIDCO		REC CTR PUBLISHING	PUBLISHING-MIDCO		
		I-BIL-547116	201-45140-42300	PUBLISHING ADVERTISING	204242	15.00
	PROJ: J08-MIDCO		REC CTR PUBLISHING	PUBLISHING-MIDCO		
		I-BIL-547569	201-45140-42300	PUBLISHING ADVERTISING	204242	87.50
	PROJ: J08-MIDCO		REC CTR PUBLISHING	PUBLISHING-MIDCO		
		I-BIL-547608	201-45140-42300	PUBLISHING ADVERTISING	204242	150.00
	PROJ: J08-MIDCO		REC CTR PUBLISHING	PUBLISHING-MIDCO		
		I-BIL-547611	201-45140-42300	PUBLISHING ADVERTISING	204242	300.00
	PROJ: J08-MIDCO		REC CTR PUBLISHING	PUBLISHING-MIDCO		
		I-BIL-547714	201-45140-42300	PUBLISHING ADVERTISING	204242	185.00
	PROJ: J08-MIDCO		REC CTR PUBLISHING	PUBLISHING-MIDCO		
		I-BIL-547715	201-45140-42300	PUBLISHING ADVERTISING	204242	180.00
	PROJ: J08-MIDCO		REC CTR PUBLISHING	PUBLISHING-MIDCO		
01-08321	MENNING EXCAVATING					
		I-275	201-45140-42500	REPAIR & MAIN INSTALL/REPLACE SEWER LINE	204238	6,285.66
01-09494	SANFORD HEALTH MITCHELL					
		I-125	201-45140-42600	SUPPLIES & MA OCT 2024 COMMUNITY EVENTS	204276	235.00
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
01-09633	STAPLES					
		I-6014633401	201-45140-42600	SUPPLIES & MA HAND TOWELS,LINERS	204286	339.33
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
		I-6014633402	201-45140-42600	SUPPLIES & MA FOAMING HAND SOAP	204286	49.26
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
		I-6014913347	201-45140-42600	SUPPLIES & MA HAND TOWELS	204286	39.57
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
		I-6014913348	201-45140-42600	SUPPLIES & MA SKIN CLEANER	204286	49.26
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		

PACKET : 07100 07101 07102

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
=====						
01-09633	STAPLES		continued			
		I-6014977650	201-45140-42600	SUPPLIES & MA HAND TOWELS	204286	79.14
PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6015070756	201-45140-42600	SUPPLIES & MA BAR TOWELS	204286	42.62
PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-14LY-CV33-4XKC	201-45140-42650	UNIFORMS FOSNESS-LOGOD HOODIES	204149	56.98
PROJ: J10-ADAM		REC CTR UNIFORMS		UNIFORMS-ADAM		
		I-16GT-QQ6Q-KRFR	201-45140-42601	CONCESSION SU CANDY,FOSNESS LOGOD SHIRT	204149	29.52
PROJ: J05-CONC SUP		REC CTR CONCESSIONS		CONCESSION SUPPLY		
		I-16GT-QQ6Q-KRFR	201-45140-42650	UNIFORMS CANDY,FOSNESS LOGOD SHIRT	204149	28.99
PROJ: J10-ADAM		REC CTR UNIFORMS		UNIFORMS-ADAM		
		I-1L91-MM9Q-GXLF	201-45140-42601	CONCESSION SU CANDY	204149	44.68
PROJ: J05-CONC SUP		REC CTR CONCESSIONS		CONCESSION SUPPLY		
DEPARTMENT 5140 RECREATION CENTER						TOTAL: 14,654.54

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-3823/1	201-45160-42600	SUPPLIES & MA MISC FASTENERS	204188	29.96
	PROJ: H13-42600	ARENA-SOUTH RINK		SUPPLIES-MAINTENANCE		
		I-3826/1	201-45160-42600	SUPPLIES & MA DIAB RECIP	204188	45.98
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
		I-3846/1	201-45160-42600	SUPPLIES & MA SAND DISC	204188	7.99
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-00356	QUALIFIED PRESORT					
		I-2279-8059	201-45160-42600	SUPPLIES & MA POSTAGE 10.01-15.2024	204272	0.73
01-00436	CHS FARMERS ALLIANCE					
		I-IG2230	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	204170	52.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-00525	DAKOTA PUMP LLC					
		I-18663	201-45160-42500	REPAIR & MAIN CADWELL PRIME PUMP REPAIR	204182	2,279.93
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-00555	MICHAELS FENCE & SUPPLY					
		I-89479	201-45160-42500	REPAIR & MAIN PIPE POST,CAP,BAR,SLEEVE	204239	836.68
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815044003	201-45160-42500	REPAIR & MAIN AIR CONSTRUCTION	204290	51.47
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-815044870	201-45160-42600	SUPPLIES & MA BRAKE PARTS,STARTING FLUID	204290	71.84
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-01450	MUTH ELECTRIC INC					
		I-669903	201-45160-43300	CAPITAL IMPRO NEW RADIANT HEATER INSTALLED	204252	1,561.00
	PROJ: H13-43300	ARENA-SOUTH RINK		CAPITAL IMPROVEMENTS		
		I-671218	201-45160-42500	REPAIR & MAIN DISCNCT ELECTRICAL-FALLEN POLE	204252	391.29
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-671582	201-45160-42500	REPAIR & MAIN DISCNT&INSTALL NEW POLE,LIGHT	204252	33,381.00
01-01490	MUELLER LUMBER CO. INC.					
		I-298616	201-45160-42600	SUPPLIES & MA RAFTER TIE,ROOFING NAILS	204251	5.77
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-01830	NORTHWESTERN ENERGY					
		I-2834109-7.10.24	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	204257	1,702.01
	PROJ: H15-42800	LAK MITCHELL PUMP CADWELL		UTILITIES		
		I-2991007-2.10.24	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	204257	1,279.13
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S104170890.001	201-45160-42500	REPAIR & MAIN SETFAST CLOSE BOLT SETS,ACT704	204184	68.53
	PROJ: H13-42500	ARENA-SOUTH RINK		REPAIR-MAINTENANCE		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02480	SPN & ASSOCIATES					
		I-2023-19 P.E. #10	201-45160-43300	CAPITAL IMPRO 2023-19 P.E. #10	204285	50.00
01-02679	MENARD'S INC					
		I-77181	201-45160-42600	SUPPLIES & MA RV MARINE,CLEANERS,BLEACH	204236	409.58
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-77939	201-45160-42500	REPAIR & MAIN 10' STUDS,WHITE POLEBARN	204236	239.57
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-148881	201-45160-42600	SUPPLIES & MA CLEANERS,URINE SCREENS	204219	157.67
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
		I-148924	201-45160-42600	SUPPLIES & MA DISINFECTENT CLEANER	204219	71.03
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-03538	605 COMPANIES INC					
		I-2023-19 P.E. #2	201-45160-43300	CAPITAL IMPRO 2023-19 P.E. #2	204144	255,888.56
01-06698	BEACON ATHLETICS LLC					
		I-0595113-IN	201-45160-42500	REPAIR & MAIN CUSTOM NETTING	204157	525.00
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-09349	HOWES OIL CO					
		I-348240	201-45160-42610	GAS & FUEL OFF ROAD FUEL #2	204207	535.77
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4670126	201-45160-42600	SUPPLIES & MA POP-UP NOTES,CALENDARS	204213	56.55
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	299,699.04

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-8059	201-45210-42600	SUPPLIES & MA POSTAGE 10.01-15.2024	204272	13.87
01-00424	RUNNINGS SUPPLY INC					
		I-1940633	201-45210-42600	SUPPLIES & MA BOLTS,NUTS,WASHERS,BAR OIL	204275	56.47
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1942505	201-45210-42500	REPAIR & MAIN FITTING	204275	2.78
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-00436	CHS FARMERS ALLIANCE					
		I-IG0531	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	204170	1,265.61
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IG0532	201-45210-42610	GAS & FUEL P&R UNLEADED GAS	204170	1,129.85
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
01-01050	IVERSON					
		I-10292024	201-45210-43400	CAPITAL EQUIP 2022 CHEVROLET SILVERADO	204215	44,645.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815044414	201-45210-42500	REPAIR & MAIN RADIATOR,OIL FILTER	204290	205.72
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815044878	201-45210-42500	REPAIR & MAIN BLADE FUSE	204290	12.90
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01450	MUTH ELECTRIC INC					
		I-674066	201-45210-42500	REPAIR & MAIN BURNT OFF WIRES,REPLACED FLOAT	204252	196.68
	PROJ: H67-42500	DAY CAMP		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2579141-9.10.24	201-45210-42800	UTILITIES 1001 N MINNESOTA EMTR	204257	12,632.01
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
		I-2581647-1.10.24	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	204257	42.78
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.10.24	201-45210-42800	UTILITIES PATTON YOUNG	204257	86.01
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		
		I-2748483.1.10.24	201-45210-42800	UTILITIES ACCESS LOT METER	204257	12.00
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2967874-5.10.24	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	204257	49.64
	PROJ: H65-42800	AMPHITHEATER		UTILITIES		
		I-2997129-8.10.24	201-45210-42800	UTILITIES 800 E 11TH AVE	204257	24.52
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-3328555-2.10.24	201-45210-42800	UTILITIES 425 S BURR	204257	67.22
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-3975325-6.10.24	201-45210-42800	UTILITIES 612 W ASH AVE	204257	45.09
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		C-S104176027.001	201-45210-42500	REPAIR & MAIN RETURNED CPLG,ACCT 704	204184	21.69-
	PROJ: H55-42500	DRY RUN CREEK PARK		REPAIR/MAINTENANCE		

PACKET : 07100 07101 07102

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
01-01964	DAKOTA SUPPLY GROUP	continued				
		I-S104170316.001	201-45210-42500	REPAIR & MAIN WASHBROOK,CPLG,ACCT 704	204184	201.07
	PROJ: H55-42500	DRY RUN CREEK PARK		REPAIR/MAINTENANCE		
01-02480	SPN & ASSOCIATES					
		I-2023-14 P.E. #4	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #4	204285	1,690.00
01-02804	TMA STORES					
		I-105556	201-45210-42500	REPAIR & MAIN FALKEN TIRES,MOUNT& BALANCE	204297	1,212.83
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02961	DISPLAY SALES COMPANY					
		I-INV4510	201-45210-42600	SUPPLIES & MA LIGHT BULBS	204186	532.95
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-03837	THERESE WARE					
		I-24271	201-45210-42604	TREES RE-TREE MITCHELL PROGRAM	204305	47.99
	PROJ: H52-42604	FORESTRY		TREES		
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4661796	201-45210-42600	SUPPLIES & MA INK CARTRIDGES	204213	355.46
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
				DEPARTMENT 5210 PARKS	TOTAL:	64,506.76

PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5220 SUPERVISION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4672432	201-45220-42600	SUPPLIES & MA LETTER FILE	204213	57.24
				DEPARTMENT 5220 SUPERVISION	TOTAL:	57.24

				FUND 201 PARK FUND	TOTAL:	380,339.14

PACKET : 07100 07101 07102

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
01-00424	RUNNINGS SUPPLY INC					
		I-1934521	202-45650-42600	SUPPLIES & MA STORAGE CONTAINERS,PARTS	204275	65.33
		I-1937219	202-45650-42650	UNIFORMS HANSON-BOOTS,LOGOD HOODIES	204275	254.98
01-01199	STURDEVANTS AUTO VALUE					
		I-815044001	202-45650-42600	SUPPLIES & MA BELT DRIVE TENSIONER	204290	62.98
		I-815044416	202-45650-42600	SUPPLIES & MA OIL FILTER,CABIN AIR	204290	53.44
01-01404	MITCHELL IRON & SUPPLY					
		I-83756	202-45650-42500	REPAIRS & MAI REAM BLADES	204246	60.00
01-01450	MUTH ELECTRIC INC					
		C-673870	202-45650-42500	REPAIRS & MAI INSTALLED CONDUIT REFUNDED	204252	1,458.89-
		I-673589	202-45650-42500	REPAIRS & MAI MISC ELECTRICAL REPAIRS CARNIV	204252	904.57
	PROJ: W07-42500	CORN PALACE FESTIVAL		REPAIRS		
		I-673870	202-45650-42500	REPAIRS & MAI INSTALL CONDUIT FOR STOVE OTLT	204252	1,458.89
		I-673870A	202-45650-42500	REPAIRS & MAI INSTALL CONDUIT,WIRE STOVE	204252	319.44
01-01590	MCLEOD'S PRINTING					
		I-79389	202-45650-42600	SUPPLIES & MA LABELS	204234	3,299.90
01-01830	NORTHWESTERN ENERGY					
		I-4153312-6.10.24	202-45650-42800	UTILITIES 614 N LAWLER ST	204257	15.60
01-02051	MIDCONTINENT COMMUNICAT					
		I-02644270114321	202-45650-42800	UTILITIES ACCT #026442701	204241	8.00
01-02560	PEPSI COLA COMPANY					
		I-97805228	202-45650-42610	COST OF GOODS POP BIBS,BUBBLRS	204266	406.70
01-02679	MENARD'S INC					
		I-77299	202-45650-42600	SUPPLIES & MA SWITCH,PLIERS,LED BULBS	204236	181.65
		I-77567	202-45650-42600	SUPPLIES & MA OVER THE DOOR HOOK	204236	12.99
		I-77569A	202-45650-42600	SUPPLIES & MA ACYLIC SHEET,TOGGLE,LIGHTER	204236	41.87
01-02811	JONES SUPPLIES					
		I-148941	202-45650-42600	SUPPLIES & MA ROLL TOWELS,SANITIZER,LINERS	204219	166.55
		I-148946	202-45650-42600	SUPPLIES & MA BLACK LINERS,TOILET CLNR,SCRNS	204219	385.06
		I-148992	202-45650-42600	SUPPLIES & MA CLEAR PET CUPS	204219	162.00
		I-149049	202-45650-42600	SUPPLIES & MA T-TISSUE,ROLL TOWEL,SOAP,LINER	204219	488.54
		I-149146	202-45650-42600	SUPPLIES & MA BLACK LINERS	204219	52.81
		I-149147	202-45650-42600	SUPPLIES & MA BLACK LINERS	204219	30.06
01-03700	CORE-MARK MIDCONTINENT					
		C-1830951	202-45650-42610	COST OF GOODS RETURNED PICKLES,CHEESE	204177	109.96-
		I-1826998-72	202-45650-42610	COST OF GOODS M&M BOXES	204177	88.41
		I-1838254	202-45650-42610	COST OF GOODS JUICE,JERKY STICK,CHEESE,SOUPS	204177	1,035.72
		I-1838255-72	202-45650-42610	COST OF GOODS M&M BOXES	204177	75.78

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04352	UPS STORE #4227					
	I-10252024	202-45650-42660	SHIPPING/POST SHIPPING		204300	94.68
01-04802	MID-AMERICAN RESEARCH C					
	I-830752A-IN	202-45650-42500	REPAIRS & MAI GYM FLOOR COMPLETE		204240	5,441.31
01-06656	PREMIER PEST CONTROL LL					
	I-53056	202-45650-42500	REPAIRS & MAI OCT 2024 PEST CONTROL		204269	200.00
01-06708	CDW GOVERNMENT INC					
	I-AA8UN9N	202-45650-42666	MINOR EQUIPME BLACK PCIE GEN4		204166	83.48
01-07344	CHESTERMAN COMPANY					
	I-11609467	202-45650-42610	COST OF GOODS CO2, PREMIX		204167	65.50
01-08281	VESTIS					
	I-6380233248	202-45650-42500	REPAIRS & MAI MAT CLEANING		204302	40.66
01-09557	BRETT LOWRIE					
	I-10152024	202-45650-42502	CONTRACT SERV 2024 3RD PYMNT CORN/RYE GROWIN	204228		10,000.00
01-09703	AMAZON CAPITAL SERVICES					
	I-1NK6-Q47N-J1MM	202-45650-42600	SUPPLIES & MA WOOD PHOTO FRAME	204149		209.94
	I-1W33-3LPH-HG49	202-45650-42600	SUPPLIES & MA TOILET WAX RING	204149		45.57
01-10425	ETIX INC					
	I-CP053124	202-45650-42900	TICKETING FEE TICKETING FEES	204190		679.65
	PROJ: W07-42900	CORN PALACE FESTIVAL	TICKETING FEES			
DEPARTMENT 5650 CORN PALACE					TOTAL:	24,923.21

FUND 202 CORN PALACE FUND					TOTAL:	24,923.21

PACKET : 07100 07101 07102

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
=====						
01-07801	SOUKUP CONSTRUCTION INC					
		I-2023-3 P.E. #2	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #2	204284	456,390.42
01-10365	DUCKS UNLIMITED, INC					
		I-2021-18 P.E. #5	203-45220-43310	WATERSHED IMP 2021-18 P.E. #5	204187	11,517.95
01-10410	BARR ENGINEERING CO INC					
		I-2021-20PE#PH2-32	203-45220-43300	LAKE IMPROVEM 2021-20 P.E. #PH2-32	204156	9,706.40
DEPARTMENT 5220 LAKE					TOTAL:	477,614.77

FUND 203 LAKE MITCHELL					TOTAL:	477,614.77

PACKET : 07100 07101 07102

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
=====						
01-03947	MITCHELL SKATING & HOCK					
		I-3750	209-46530-42920	SPORTS AUTHOR PC CUP-SQUIRT TOURNEY NOV 2024	204248	1,000.00
DEPARTMENT 6530 BUSINESS IMPROV #4						TOTAL: 1,000.00

FUND 209 BUSINESS IMPROV DIST #4						TOTAL: 1,000.00

PACKET : 07100 07101 07102

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
=====						
01-03565	ACP INTERNATIONAL/SA-SO					
		I-24-10651	211-46311-42963	COMMUNITY PRO UNPAINTED POLES,BASE,HARDWARE	204147	1,208.00
				DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL:	1,208.00

				FUND 211 ENTERTAINMENT TAX	TOTAL:	1,208.00

PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 214 E-911 EMERGENCY

DEPARTMENT: 3500 E-911

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04308	SANTEL COMMUNICATIONS C					
		I-11085000	214-43500-42800	UTILITIES - T ACCT #00212623-2	204277	30.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11062739	214-43500-42800	UTILITIES - T ACCT #00024899-5	204249	82.93
01-10486	AT&T MOBILITY - POLICE					
		I-9001X10232024	214-43500-42800	UTILITIES - T ACCT #287283989001	204151	46.19
DEPARTMENT 3500 E-911					TOTAL:	159.12
FUND 214 E-911 EMERGENCY					TOTAL:	159.12

PACKET : 07100 07101 07102

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
01-01199	STURDEVANTS AUTO VALUE					
		I-815044002	218-45150-42500	REPAIR AND MA BATT ASSEMBLY,OIL FILTERS,WTHR	204290	223.74
PROJ: E01-MAINT		5311-FY18/19		Maintenance/Repairs		
		I-815044413	218-45150-42500	REPAIR AND MA WIPER BLADES	204290	49.98
PROJ: E01-MAINT		5311-FY18/19		Maintenance/Repairs		
01-07987	AT&T MOBILITY - PALACE					
		I-3882X10232024	218-45150-42800	UTILITIES ACCT #287298243882	204150	35.70
PROJ: E01-OFFUT		5311-FY18/19		Office Utilities		
		I-3882X10232024	218-45150-42920	COMPUTER SOFT ACCT #287298243882	204150	451.36
PROJ: E01-SHAH		5311-FY18/19		Tablet/Radio Contract		
01-08832	JACQUELYN HIGH					
		I-10212024	218-45150-42700	TRAVEL, CONFE SPEARFISH DISPATCH MEALS REIMB	204205	68.00
PROJ: E01-TRA		5311-FY18/19		Travel/Training		
01-09349	HOWES OIL CO					
		I-348240	218-45150-42610	GAS OIL TIRES ON ROAD FUEL #2	204207	786.30
				DEPARTMENT 5150 PALACE TRANSIT	TOTAL:	1,615.08

PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 218 COMMUNITY SERVICES

DEPARTMENT: 5180 JVCC

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02811	JONES SUPPLIES					
		I-149002	218-45180-42600	SUPPLIES & MA TOILET PAPER,GARBAGE BAGS,TOWE	204219	141.82
01-07987	AT&T MOBILITY - PALACE					
		I-3882X10232024	218-45180-42800	UTILITIES ACCT #287298243882	204150	17.08
01-09251	WATERTOWN WHOLESALE					
		I-52237	218-45180-42900	FUNDRAISING BINGO PAPER	204306	141.43
01-09815	ROY KING					
		I-10212024	218-45180-42900	FUNDRAISING DANCE ENTERTAINMENT 10/27/24	204221	150.00
				DEPARTMENT 5180 JVCC	TOTAL:	450.33
				FUND 218 COMMUNITY SERVICES	TOTAL:	2,065.41

PACKET : 07100 07101 07102

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
01-02811	JONES SUPPLIES					
		C-149011	219-45140-42605	MEAL SUPPLIES RETURNED FOAM CONTAINER	204219	164.44-
		I-149002	219-45140-42605	MEAL SUPPLIES TOILET PAPER,GARBAGE BAGS,TOWE	204219	164.44
		I-149077	219-45140-42605	MEAL SUPPLIES FOAM CUPS,LIDS,FOAM CONTAINER	204219	100.99
01-07987	AT&T MOBILITY - PALACE					
		I-3882X10232024	219-45140-42800	UTILITIES ACCT #287298243882	204150	17.08
01-09069	BIG DADDY D'S INC					
		I-10222024	219-45140-42911	CONTRACT SERV SR MEALS 10.15-18.2024	204161	1,821.60
		I-938	219-45140-42911	CONTRACT SERV SR MEALS 10.07-11.2024	204161	2,442.60
01-09703	AMAZON CAPITAL SERVICES					
		I-1D3Q-KKDP-J1JD	219-45140-42605	MEAL SUPPLIES NAPKINS	204149	44.59
DEPARTMENT 5140 NUTRITION					TOTAL:	4,426.86
FUND 219 NUTRITION					TOTAL:	4,426.86

PACKET : 07100 07101 07102

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-IZ6846	230-43500-42500	REPAIR & MAIN STEM,TIRE REPAIR	204170	21.33
01-01199	STURDEVANTS AUTO VALUE					
		I-815045332	230-43500-42500	REPAIR & MAIN OIL FILTERS,OIL	204290	89.79
01-02679	MENARD'S INC					
		I-77489	230-43500-42600	SUPPLIES & MA SCREWS,CLAW HAMMER,MARKERS	204236	105.64
DEPARTMENT 3500 AIRPORT						TOTAL: 216.76

FUND 230 AIRPORT						TOTAL: 216.76

PACKET : 07100 07101 07102

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-1937260	602-43330-42600	SUPPLIES & MA BULBS, INKZALL MARKERS	204275	16.44
01-00520	HAWKINS INC					
		I-6888964	602-43330-42620	CHEMICAL SERV CHLORINE CYLINDER	204201	20.00
01-00909	HACH COMPANY					
		I-14216343	602-43330-42600	SUPPLIES & MA CHLORINE REAGENT SET	204199	1,852.30
01-01457	MIDWEST FIRE & SAFETY					
		I-30002441	602-43330-42600	SUPPLIES & MA FIRE EXTINGUISHER SERVICE	204243	421.00
01-02602	PUBLIC HEALTH LABORATOR					
		I-10618037	602-43330-42550	LAB FEES LAB TESTING FEES	204271	570.00
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30933-4221	602-43330-42100	INSURANCE ADDITION COVERAGE-HEADWORKS	204281	4,238.14
01-09349	HOWES OIL CO					
		I-348240	602-43330-42610	GAS & FUEL OFF ROAD FUEL #2	204207	403.11
DEPARTMENT 3330 WATER TREATMENT PLANT					TOTAL:	7,520.99

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-8059	602-43340-42660	POSTAGE POSTAGE 10.01-15.2024	204272	31.62
01-00424	RUNNINGS SUPPLY INC					
		I-1938171	602-43340-42600	SUPPLIES & MA IMPACT WRENCH,SLEDGE HAMMER	204275	209.90
01-01239	BUTLER MACHINERY INC					
		I-13PS0082878	602-43340-42600	SUPPLIES & MA ELEMENT	204163	105.11
01-01830	NORTHWESTERN ENERGY					
		I-2958403-4.10.24	602-43340-42800	UTILITIES 1800 VAN DYKE DR	204257	391.24
01-02470	CORE & MAIN LP					
		I-V598787	602-43340-43312	VALVE REPLACE TEES,MEGALUG,GASKETS,T-HEADS	204176	9,023.81
01-02480	SPN & ASSOCIATES					
		I-2021-3 P.E. #25	602-43340-43358	PAINT WEST WT 2021-3 P.E. #25	204285	155.00
		I-2021-45 P.E. #39	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #39	204285	600.80
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2022-26 P.E. #6	602-43340-43338	2ND, 4TH, RAI 2022-26 P.E. #6	204279	20,582.60
01-02679	MENARD'S INC					
		I-77838	602-43340-42600	SUPPLIES & MA TOILET TISSUE,FEBREEZE,CLEANER	204236	44.73
01-06633	GF ADVERTISING SERVICES					
		I-60935	602-43340-42650	UNIFORMS SCHUMAN EMBROIDERY	204197	16.00
01-06656	PREMIER PEST CONTROL LL					
		I-53013	602-43340-42600	SUPPLIES & MA OCT 2024 PEST CONTROL	204269	75.00
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #46	602-43340-43355	ABOVE GROUND 2020-20 P.E. #46	204211	12,370.70
		I-2020-20 P.E. #47	602-43340-43355	ABOVE GROUND 2020-20 P.E. #47	204211	8,278.83
01-08466	CHR SOLUTIONS INC					
		I-769120	602-43340-42660	POSTAGE SEPT 2024 BILLING, MAILING	204169	385.39
		I-769120	602-43340-42910	BILLING OFFIC SEPT 2024 BILLING, MAILING	204169	877.36
01-08484	DAKOTA GREEN LANDSCAPE					
		I-2924	602-43340-42600	SUPPLIES & MA IRRIGATION REPAIR 500 S ISADOR	204181	114.31
01-10599	ROBERT MCCARDLE					
		I-10292024	602-43340-42700	TRAVEL, CONF REIMB SDWWA REGISTRATION	204233	20.00
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	53,282.40

FUND 602 WATER					TOTAL:	60,803.39

PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3200 WASTE WATER TREATMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-8059	604-43200-42660	POSTAGE	204272	31.62
01-00424	RUNNINGS SUPPLY INC					
		I-1937774	604-43200-42650	UNIFORMS	204275	49.99
01-00469	GEOTEK ENGINEERING & TE					
		I-2022-1 P.E. #1A	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #1A	204196	4,872.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815045645	604-43200-42600	SUPPLIES	204290	119.88
01-01457	MIDWEST FIRE & SAFETY					
		I-30002442	604-43200-42600	SUPPLIES	204243	264.00
01-01789	NORTHERN BALANCE & SCAL					
		I-0143476	604-43200-42500	REPAIRS	204256	202.00
01-01830	NORTHWESTERN ENERGY					
		I-2581292-6.10.24	604-43200-42800	UTILITIES	204257	10,388.88
01-02679	MENARD'S INC					
		I-77561	604-43200-42600	SUPPLIES	204236	119.99
		I-77636	604-43200-42600	SUPPLIES	204236	139.90
01-03540	JOSEPH KING					
		I-10212024	604-43200-42700	TRAVEL, CONF, RAPID CITY-CLASS 1 MEALS REIMB	204222	120.00
01-08466	CHR SOLUTIONS INC					
		I-769120	604-43200-42660	POSTAGE	204169	385.39
01-09349	HOWES OIL CO					
		I-348240	604-43200-42610	GAS & FUEL	204207	546.26
01-10356	CK BICYCLES & LOCKS LLC					
		I-18886	604-43200-42600	SUPPLIES	204172	30.00
DEPARTMENT 3200 WASTE WATER TREATMENT					TOTAL:	17,269.91

PACKET : 07100 07101 07102

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
=====						
01-00236	BENDER SEWER & DRAIN LL					
	I-35235	604-43250-43317	CIPP	INSTALL 12" SECTIONAL REPAIR	204159	3,885.00
	I-35329	604-43250-42500	REPAIRS	JET SEWER LINE 158 N HARMON	204159	400.00
01-00424	RUNNINGS SUPPLY INC					
	I-1937588	604-43250-42600	SUPPLIES	HINGES	204275	19.36
01-00428	CARQUEST AUTO PARTS INC					
	I-4977-321531	604-43250-42600	SUPPLIES	BATTERIES	204165	444.34
01-00436	CHS FARMERS ALLIANCE					
	I-IZ6609	604-43250-42600	SUPPLIES	UTILITY TRAILER TIRES	204170	85.00
01-01199	STURDEVANTS AUTO VALUE					
	I-815044410	604-43250-42600	SUPPLIES	HEATER HOSE ASSEMBLY	204290	33.99
01-01239	BUTLER MACHINERY INC					
	I-04PS0775880	604-43250-42600	SUPPLIES	FRESH FILTER	204163	123.00
01-01321	MEBIUS NURSERY & LANDSC					
	I-127444	604-43250-43336	LIVESAY UTILI	IRRIGATION SERVICE REPAIRS	204235	205.00
01-01830	NORTHWESTERN ENERGY					
	I-2572870-0.10.24	604-43250-42800	UTILITIES	1511 N COMMERCE	204257	98.52
	I-2579460-3.10.24	604-43250-42800	UTILITIES	N SANBORN AND 13TH AVE	204257	87.26
	I-2581214-0.10.24	604-43250-42800	UTILITIES	N FOSTER ST	204257	926.72
	I-2581590-3.10.24	604-43250-42800	UTILITIES	N HARMON DR	204257	194.63
	I-2581650-5.10.24	604-43250-42800	UTILITIES	KIPPES CV	204257	60.09
	I-2581719-8.10.24	604-43250-42800	UTILITIES	S HARMON AND OHLMAN	204257	127.36
	I-2581747-9.10.24	604-43250-42800	UTILITIES	S HARMON DR	204257	64.04
	I-2582035-8.10.24	604-43250-42800	UTILITIES	1500 W 23RD AVE	204257	112.28
	I-2582739-5.10.24	604-43250-42800	UTILITIES	1300 W NORWAY AVE	204257	171.29
	I-2809477-9.10.24	604-43250-42800	UTILITIES	1423 COUNTRY DR	204257	142.47
01-02480	SPN & ASSOCIATES					
	I-2021-45 P.E. #40	604-43250-43348	HIGHWAY 37 UT	2021-45 P.E. #40	204285	437.50
	I-2023-6 P.E. #16	604-43250-43349	N HARMON/AIRP	2023-6 P.E. #16	204285	6,300.92
01-02485	SCHOENFELDER CONSTRUCTI					
	I-2022-26 P.E. #6	604-43250-43343	2ND, 4TH, & R	2022-26 P.E. #6	204279	46,310.83
01-02551	DAKOTA RIGGERS & TOOL S					
	I-0675896-IN	604-43250-42600	SUPPLIES	9FT TRIPOD CABLE	204183	4,277.44
01-02679	MENARD'S INC					
	I-77940	604-43250-42600	SUPPLIES	LIGHT BULBS	204236	199.80
01-03495	HALME INC					
	I-2023-6 P.E. #1	604-43250-43349	N HARMON/AIRP	2023-6 P.E. #1	204200	147,776.40

PACKET : 07100 07101 07102

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
=====						
01-06656	PREMIER PEST CONTROL LL					
	I-53016	604-43250-42600	SUPPLIES	OCT 2024 PEST CONTROL	204269	75.00
01-08466	CHR SOLUTIONS INC					
	I-769120	604-43250-42910	BILLING OFFIC	SEPT 2024 BILLING, MAILING	204169	877.36
01-09349	HOWES OIL CO					
	I-348240	604-43250-42610	GAS	OFF ROAD FUEL #2	204207	186.56
01-10520	STEVE SCHLADWEILER					
	I-778572	604-43250-43336	LIVESAY UTILI	SEPT 2024 BLACK DIRT	204278	378.00
DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL:						214,000.16

FUND 604 SEWER TOTAL:						231,270.07

PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00328	NOVAHA CONSTRUCTION					
		I-10162024	612-3882	LANDFILL FEES REFUND CHECK-INCORRECT PYMNT	204264	44.68
		I-10162024	612-3888	SALES TAX/LAN REFUND CHECK-INCORRECT PYMNT	204264	1.88
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	46.56

PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3220 RECYCLING PROGRAM

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00281	HELMS AND ASSOCIATES					
		I-2021-30 P.E. #23	612-43220-43200	BUILDINGS 2021-30 P.E. #23	204203	26,428.20
01-01199	STURDEVANTS AUTO VALUE					
		I-815044412	612-43220-42600	SUPPLIES MALE PLUG,OIL,FUEL,AIR FILTERS	204290	226.46
01-01830	NORTHWESTERN ENERGY					
		I-3750165-7.10.24	612-43220-42800	UTILITIES 2801 E HAVENS ST	204257	124.24
01-03662	WS CONSTRUCTION MANAGEM					
		I-2021-30 P.E. #4	612-43220-43200	BUILDINGS 2021-30 P.E. #4	204308	120,797.40
01-06656	PREMIER PEST CONTROL LL					
		I-53021	612-43220-42500	REPAIR & MAIN OCT 2024 PEST CONTROL	204269	175.00
01-09891	MILLENNIUM RECYCLING					
		I-483074	612-43220-42200	CONTRACT-MILL SEPT 2024 SINGLE STREAM FEE	204245	896.35
DEPARTMENT 3220 RECYCLING PROGRAM					TOTAL:	148,647.65

PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3230 WASTE COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00262	GREAT WESTERN TIRE CO					
		I-1-646054	612-43230-42500	REPAIRS TIRE NAIL REPAIR, CAPS	204198	3,929.00
		I-1-646304	612-43230-42500	REPAIRS CAPS,SECTION BEAD REPAIR	204198	208.95
		I-1-646450	612-43230-42500	REPAIRS CAPS,CASINGS	204198	851.85
01-00356	QUALIFIED PRESORT					
		I-2279-8059	612-43230-42660	POSTAGE POSTAGE 10.01-15.2024	204272	31.62
01-01117	FLEETPRIDE					
		I-120585413	612-43230-42600	SUPPLIES QUARTER FENDER SET	204194	95.92
01-01199	STURDEVANTS AUTO VALUE					
		I-815044411	612-43230-42600	SUPPLIES OIL,CABIN AIR FLEET	204290	61.15
01-08466	CHR SOLUTIONS INC					
		I-769120	612-43230-42660	POSTAGE SEPT 2024 BILLING, MAILING	204169	385.37
		I-769120	612-43230-42910	BILLING OFFIC SEPT 2024 BILLING, MAILING	204169	877.36
01-09349	HOWES OIL CO					
		I-348240	612-43230-42610	GAS & OIL ON ROAD FUEL #2	204207	4,722.36
DEPARTMENT 3230 WASTE COLLECTION					TOTAL:	11,163.58

PACKET : 07100 07101 07102

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3240 LANDFILL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-8059	612-43240-42600	SUPPLIES POSTAGE 10.01-15.2024	204272	41.00
01-00424	RUNNINGS SUPPLY INC					
		I-1926380	612-43240-42600	SUPPLIES BOLTS	204275	3.13
01-00436	CHS FARMERS ALLIANCE					
		I-IG0533	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	204170	1,816.83
01-00917	DAKOTA FLUID POWER INC					
		I-7256861	612-43240-43410	DUMP TRUCK SNOW PLOW TRUCK POWER ASSY	204180	32,013.37
01-01199	STURDEVANTS AUTO VALUE					
		I-815044409	612-43240-42600	SUPPLIES HYDRAULIC FILTERS,BATTERY	204290	1,085.47
01-01239	BUTLER MACHINERY INC					
		I-13PS0082851	612-43240-42600	SUPPLIES QUARTS OF OIL	204163	49.57
		I-13PS0083030	612-43240-42600	SUPPLIES PULLEY	204163	65.83
		I-13PS0083312	612-43240-42600	SUPPLIES COUPLINGS,SEAL ORINGS	204163	149.36
01-08339	I-STATE TRUCK CENTER					
		I-2023-34 P.E. #1	612-43240-43410	DUMP TRUCK 2023-34 P.E. #1	204209	119,662.00
01-09349	HOWES OIL CO					
		I-348240	612-43240-42610	GAS & OIL OFF ROAD FUEL #2	204207	2,999.67
		I-348240	612-43240-42610	GAS & OIL ON ROAD FUEL #2	204207	2,018.47
01-10554	MIDWEST OIL COMPANY					
		I-1031215	612-43240-42600	SUPPLIES ALL SEASON,ULTRA SYN DRUMS	204244	692.61
DEPARTMENT 3240 LANDFILL					TOTAL:	160,597.31
FUND 612 SANITATION					TOTAL:	320,455.10

PACKET : 07100 07101 07102

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
01-00436	CHS FARMERS ALLIANCE					
		I-IG0528	614-45250-42610	GAS & FUEL LAKEVIEW UNLEADED GAS	204170	986.74
		I-IG0529	614-45250-42610	GAS & FUEL GOLF RUBY FIELDMASTER	204170	588.77
01-01199	STURDEVANTS AUTO VALUE					
		I-815044006	614-45250-42600	SUPPLIES & MA AIR COMPRESSOR FUEL,OIL FARM	204290	48.80
		I-815045221	614-45250-42600	SUPPLIES & MA CLASSICAL SECTION	204290	26.99
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.10.24	614-45250-42800	UTILITIES 700 W 23RD AVE	204257	135.47
		I-2581643-0.10.24	614-45250-42800	UTILITIES GOLF PUMP 100 H	204257	1,741.97
		I-2581875-8.10.24	614-45250-42800	UTILITIES GOLF CLUB HOUSE	204257	537.04
		I-2581876-0.10.24	614-45250-42800	UTILITIES GOLF CART SHED	204257	36.68
		I-2939180-2.10.24	614-45250-42800	UTILITIES 825 INDIAN VILLAGE RD	204257	253.53
01-02880	THUNE TRUE VALUE & APPL					
		I-A580913	614-45250-42600	SUPPLIES & MA LITH BATTERY	204295	7.49
01-05099	EMME SAND & GRAVEL INC					
		I-10900	614-45250-42603	SAND/GOLF COU TOP DRESSING SAND	204189	1,693.86
01-08892	ERIC HIEB					
		I-10282024	614-45250-42200	GOLF PRO CONT BASE CONTRACT 11.2024	204204	6,039.10
		I-102824	614-45250-42200	GOLF PRO CONT CLOVER CC FEES 11.2024	204204	813.91
01-09058	SITEONE LANDSCAPE SUPPL					
		I-146013623-001	614-45250-42602	CHEMICALS FUNGICIDE,ANTI-TRANSPIRANT	204282	1,619.67
01-09703	AMAZON CAPITAL SERVICES					
		I-1FCD-DYVT-XYNQ	614-45250-42600	SUPPLIES & MA SILICONE SEALANT,LINERS	204149	55.97
DEPARTMENT 5250 GOLF COURSE					TOTAL:	14,585.99
FUND 614 GOLF COURSE					TOTAL:	14,585.99

PACKET : 07100 07101 07102

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-1937783	619-45220-42600	SUPPLIES ANTIFREEZE	204275	215.28
01-01199	STURDEVANTS AUTO VALUE					
		I-815044000	619-45220-42500	REPAIR & MAIN SHIFT LINK BUSH	204290	12.99
01-01450	MUTH ELECTRIC INC					
		I-673600	619-45220-42500	REPAIR & MAIN CHANGED OUT BREAKER SITE #53	204252	124.39
01-02679	MENARD'S INC					
		I-77505	619-45220-42600	SUPPLIES AIR FILTER	204236	33.48
		I-77871	619-45220-42500	REPAIR & MAIN FLEX COUPLING,MALE ADAPTOR	204236	9.18
		I-77900	619-45220-42500	REPAIR & MAIN CLEANERS,ELBOW,CEMENT	204236	36.83
01-02804	TMA STORES					
		I-105650	619-45220-42500	REPAIR & MAIN LOOSE TIRE REPAIR	204297	40.25
01-08130	C & B OPERATIONS LLC					
		I-12991476	619-45220-42500	REPAIR & MAIN GAGE WHEEL KIT	204164	68.24
		I-12998870	619-45220-42500	REPAIR & MAIN NUT,SCREWS,GAUGE WHEEL AXLE	204164	78.97
		I-13007819	619-45220-42500	REPAIR & MAIN GAGE WHEEL	204164	32.58
				DEPARTMENT 5220 CAMPGROUND	TOTAL:	652.19
				FUND 619 CAMPGROUND	TOTAL:	652.19

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET : 07100 07101 07102

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
01-00097	PRIME INSURANCE					
		I-10172024	621-369	REFUNDS & REI AMBULANCE REFUND-INS OVERPAID	204270	150.00
01-00673	BONNIE FETZER					
		I-10172024	621-369	REFUNDS & REI AMBULANCE REFUND-PT OVERPAY	204192	266.78
01-01037	JANICE CHITTENDEN					
		I-10172024	621-369	REFUNDS & REI AMBULANCE REFUND-PT OVERPAY	204168	92.29
01-02172	MARIAN BIES					
		I-10162024	621-369	REFUNDS & REI AMBULANCE REFUND-TRICARE PD	204160	100.48
01-02345	JAMES HUCK					
		I-10172024	621-369	REFUNDS & REI AMBULANCE REFUND-PT OVERPAID	204208	90.69
01-02481	JOAN JOHNSON					
		I-10172024	621-369	REFUNDS & REI AMBULANCE REFUND-PT PD X2	204218	50.00
01-03139	LINDA NIEWENHUIS-KREDIT					
		I-10012024	621-369	REFUNDS & REI AMBULANCE REFUND-PT OVERPAID	204255	50.00
01-03186	JAMES PRATT					
		I-10162024	621-369	REFUNDS & REI AMBULANCE REFUND-PT PD X2	204267	86.11
01-03187	CAROL RIGGEN					
		I-10172024	621-369	REFUNDS & REI AMBULANCE REFUND-AFLAC&BCBS PD	204273	92.01
01-03387	JOYCE A SMETANA					
		I-10042024	621-369	REFUNDS & REI AMBULANCE REFUND-PT OVERPAID	204283	200.00
01-03408	CAROL VILHAUER					
		I-09232024	621-369	REFUNDS & REI AMBULANCE REFUND-2X INS PAID	204303	89.37
01-03711	STEVE WHITNEY					
		I-10152024	621-369	REFUNDS & REI AMBULANCE REFUND-PT OVERPAID	204307	699.34
01-09381	AETNA					
		I-10162024	621-369	REFUNDS & REI AMBULANCE REFUND-AARP PAID	204148	83.19
01-09518	VALE KRIETLOW					
		I-10172024	621-369	REFUNDS & REI AMBULANCE REFUND-PT OVERPAID	204223	777.00
01-09581	AVERA HEALTH PLANS					
		I-10172024	621-369	REFUNDS & REI AMBULANCE REFUND-AUTO PD	204152	91.22
01-10086	LELAND TIEDE					
		I-10172024	621-369	REFUNDS & REI AMBULANCE REFUND-PT OVERPAID	204296	91.22
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						3,009.70

PACKET : 07100 07101 07102

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
01-08340	LEWIS FAMILY DRUG LLC					
		I-224861	621-44600-42600	SUPPLIES GLUCOSE SHINE	204226	29.91
		I-224863	621-44600-42600	SUPPLIES GLUCOSE TEST STRIPS	204226	19.98
01-08555	BRANDON MANCHESTER					
		I-10172024	621-44600-42700	TRAVEL, TRAIN REIMBURSE TICKET LEADERSHIP CL	204231	81.88
01-08594	MAKE IT MINE DESIGNS					
		I-36054	621-44600-43420	AMBULANCE REP DECAL ON FM	204230	95.74
		I-36543	621-44600-43420	AMBULANCE REP DECAL ON AMBULANCE	204230	4,135.76
01-09349	HOWES OIL CO					
		I-348240	621-44600-42610	GAS & OIL ON ROAD FUEL #2	204207	291.38
DEPARTMENT 4600 EMS					TOTAL:	4,654.65
FUND 621 EMERGENCY MEDICAL SERVICE						TOTAL: 7,664.35

PACKET : 07100 07101 07102

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
=====						
01-00445	CITY OF MITCHELL					
		I-10152024	700-45300-42904	CORN PALACE G PARKING LOT CLOSURE-RAISE EM	204171	200.00
01-08797	IDEAg					
		I-10302024	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	204210	2,000.00
DEPARTMENT 5300 AGENCY FUNDS						TOTAL: 2,200.00

FUND 700 AGENCY FUNDS						TOTAL: 2,200.00

PACKET : 07100 07101 07102
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
=====						
01-03884	COMMERCIAL ASPHALT					
		I-2024-15 P.E. #1	724-45000-42900	PROJECT CONST 2024-15 P.E. #1	204175	27,919.00
				DEPARTMENT 5000 STREET CONST	TOTAL:	27,919.00

				FUND 724 STREET CONSTRUCTION	TOTAL:	27,919.00
					REPORT GRAND TOTAL:	2,417,750.08

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
				BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
2024-2025	101-41110-42300	LEGAL PUBLICATIONS	108.24	13,000	3,029.58				
	101-41220-42700	TRAVEL, CONF, DUES	125.00	5,500	1,099.72				
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	1,445.00	35,115	1,283.82				
	101-41440-42232	EMPLOYEE RECOGNITION	35.99	17,450	9,193.38				
	101-41460-42110	LIABILITY, PROPERTY INS &	5,000.00	203,000	7,658.24-	Y			
	101-41920-42520	REPAIR-CITY HALL	4,628.21	3,100	9,079.60-	Y			
	101-41920-43410	REPAIRS-CITY HALL	66.84	0	832.00-	Y			
	101-41935-42615	POSTAGE	370.34	7,000	1,430.16				
	101-41935-42640	COPY MACHINE SUPPLIES	218.10	2,600	132.48-	Y			
	101-42110-42200	PROFESSIONAL SERVICES	100.91	29,581	18,058.76				
	101-42110-42500	REPAIR & MAINTENANCE	74.02	21,369	10,820.74-	Y			
	101-42110-42600	SUPPLIES	37.60	35,055	9,204.67				
	101-42110-42640	UNIFORM ALLOWANCE	16,330.27	7,000	36,590.07-	Y			
	101-42110-42670	SERVICE DOG SUPPLY	168.00	2,030	277.82				
	101-42110-42700	TRAVEL, CONF & DUES	42.00	10,000	3,016.49				
	101-42110-42800	TELEPHONE	1,035.00	16,000	4,339.39				
	101-42110-42980	VEHICLE TOWING	180.00	5,500	3,315.00				
	101-42110-43400	MACHINERY AND EQUIPMENT	32,284.63	159,000	4,037.63-	Y			
	101-42130-42500	REPAIRS	9.90	3,000	1,627.76-	Y			
	101-42130-42520	EMERGENCY SIREN UTILITIES	179.32	2,700	273.79				
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	1,662.24	0	112,204.12-	Y			
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	2,103.08	38,000	8,271.29				
	101-42130-42835	UTILITIES-STREET LIGHTS	1,242.06	253,000	43,054.58				
	101-42130-42840	BUILDING UTILITIES	233.63	7,000	3,327.39				
	101-42200-42200	PROFESSIONAL SERVICES	560.00	9,400	1,024.87-	Y			
	101-42200-42500	REPAIR & MAINTENANCE	4,584.82	16,050	13,013.66-	Y			
	101-42200-42600	SUPPLIES	5,957.58	15,650	1,301.68-	Y			
	101-42200-42610	GAS & OIL	614.73	7,800	785.83				
	101-42200-42640	UNIFORMS	177.12	6,200	2,476.57				
	101-42200-42810	UTILITIES	8.50	46,000	15,732.93				
	101-43100-42500	REPAIRS	485.95	16,000	29,241.59-	Y			
	101-43100-42600	SUPPLIES	8,267.55	140,000	12,439.83				
	101-43100-42610	GAS	6,991.64	105,000	42,217.13				
	101-43100-42620	ASPHALT MIX	8,165.50	80,000	41,881.50				
	101-43100-42650	UNIFORMS	347.04	3,600	1,672.88				
	101-43100-42661	MECHANICS TOOL ALLOWANCE	350.00	1,400	350.00				
	101-43110-42600	SUPPLIES	13.33	4,000	1,670.10				
	101-43110-42650	UNIFORMS	9.97	1,000	945.20				
	101-43110-42700	TRAVEL CONF DUES	215.04	5,000	533.67				
	101-43110-42750	PLANNING COMMISSION EXPENS	53.94	1,000	180.00				
	101-43120-42680	CHIP SEAL ASPHALT	150.00	310,000	17,886.36-	Y			
	101-43120-43300	STREET OVERLAY MAINT	609,228.08	1,905,075	773,761.00				
	101-43120-43310	PARKING LOT/ALLEY PAVING	83,693.50	100,000	16,306.50				
	101-43120-43313	SPRUCE ST RR CROSSING	1,075.00	1,005,597	79,183.03				
	101-43150-42800	UTILITIES	49.19	300	81.99-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	101-43150-43343	2ND, 4TH, & RAILROAD	54,029.30	520,000	449,994.90			
	101-43700-42600	SUPPLIES & MATERIALS	139.00	16,000	3,515.71			
	101-43700-42610	GAS & FUEL	517.73	8,000	58.84			
	101-43700-42800	UTILITIES	363.55	5,000	442.33			
	101-43700-42999	REFUND OF FEES	1,000.00	1,200	2,336.50-	Y		
	101-44110-42940	DAKOTA COUNSELING	3,250.00	13,000	0.00			
	101-45500-42600	SUPPLIES & MATERIALS	183.45	11,000	2,882.77			
	101-45500-42693	E-BOOKS/AUDIO BOOKS	1,282.80	21,650	4,549.26			
	101-45500-43420	BOOKS	662.04	47,000	16,621.69			
	101-45500-43421	AUDIO-VISUAL	139.99	4,000	1,538.89			
	201-45110-42250	PROGRAMMING SERVICES	390.00	14,000	6,122.11			
	201-45110-42600	SUPPLIES & MATERIALS	823.39	9,000	1,574.77			
	201-45110-42650	UNIFORMS	208.17	500	130.20			
	201-45140-42300	PUBLISHING	1,306.00	51,220	7,893.41			
	201-45140-42500	REPAIR & MAINTENANCE	7,098.31	32,872	50,662.23-	Y		
	201-45140-42600	SUPPLIES & MATERIALS	1,958.06	31,140	5,032.03			
	201-45140-42601	CONCESSION SUPPLIES	280.35	12,000	2,134.03			
	201-45140-42602	CHEMICALS	90.00	15,000	2,846.45			
	201-45140-42650	UNIFORMS	85.97	1,250	229.13			
	201-45140-42800	UTILITIES	3,835.85	174,300	43,154.45			
	201-45160-42500	REPAIR & MAINTENANCE	37,773.47	52,000	36,680.81-	Y		
	201-45160-42600	SUPPLIES & MATERIALS	857.10	55,147	15,425.51			
	201-45160-42610	GAS & FUEL	587.77	13,500	2,764.94			
	201-45160-42800	UTILITIES	2,981.14	150,220	38,640.52			
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	257,499.56	480,099	121,891.08			
	201-45210-42500	REPAIR & MAINTENANCE	1,810.29	41,150	11,097.72			
	201-45210-42600	SUPPLIES & MATERIALS	958.75	64,600	938.84-	Y		
	201-45210-42604	TREES	47.99	4,000	2,952.03			
	201-45210-42610	GAS & FUEL	2,395.46	33,000	2,440.19			
	201-45210-42800	UTILITIES	12,959.27	60,000	7,600.82			
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	1,690.00	449,717	407,893.87			
	201-45210-43400	CAPITAL EQUIPMENT	44,645.00	159,500	17,041.80			
	201-45220-42600	SUPPLIES & MATERIALS	57.24	900	167.46			
	202-45650-42500	REPAIRS & MAINTENANCE	6,965.98	72,530	9,964.19			
	202-45650-42502	CONTRACT SERVICES	10,000.00	54,020	213.66-	Y		
	202-45650-42600	SUPPLIES & MATERIALS	5,258.69	53,490	7,302.02			
	202-45650-42610	COST OF GOODS SOLD	1,562.15	182,000	18,535.49-	Y		
	202-45650-42650	UNIFORMS	254.98	1,500	838.11			
	202-45650-42660	SHIPPING/POSTAGE	94.68	3,000	2,451.84			
	202-45650-42666	MINOR EQUIPMENT	83.48	8,200	2,808.38			
	202-45650-42800	UTILITIES	23.60	90,000	28,302.18			
	202-45650-42900	TICKETING FEES	679.65	5,760	1,492.96-	Y		
	203-45220-43300	LAKE IMPROVEMENTS	466,096.82	6,000,000	5,133,361.59			
	203-45220-43310	WATERSHED IMPROVEMENTS	11,517.95	0	866,526.62-	Y		
	209-46530-42920	SPORTS AUTHORITY PROMO	1,000.00	100,000	11,350.00			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	211-46311-42963	COMMUNITY PROJECTS	1,208.00	505,123	492,063.29				
	214-43500-42800	UTILITIES - TELEPHONE	159.12	3,154	1,433.63				
	218-45150-42500	REPAIR AND MAINTENANCE	273.72	8,500	2,320.90-	Y			
	218-45150-42610	GAS OIL TIRES	786.30	81,000	10,925.17				
	218-45150-42700	TRAVEL, CONFERENCE, TRAINI	68.00	300	19.90				
	218-45150-42800	UTILITIES	35.70	1,553	55.94-	Y			
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	451.36	48,472	962.16-	Y			
	218-45180-42600	SUPPLIES & MATERIALS	141.82	3,000	1,531.79-	Y			
	218-45180-42800	UTILITIES	17.08	28,464	8,947.07				
	218-45180-42900	FUNDRAISING	291.43	4,750	3,511.59-	Y			
	219-45140-42605	MEAL SUPPLIES	145.58	4,000	3,408.88				
	219-45140-42800	UTILITIES	17.08	405	249.98				
	219-45140-42911	CONTRACT SERVICES-MEALS	4,264.20	188,431	22,471.66				
	230-43500-42500	REPAIR & MAINTENANCE	111.12	14,280	1,978.44				
	230-43500-42600	SUPPLIES & MATERIALS	105.64	8,500	3,485.87				
	602-43330-42100	INSURANCE	4,238.14	33,000	4,059.89-	Y			
	602-43330-42550	LAB FEES	570.00	22,600	16,818.00				
	602-43330-42600	SUPPLIES & MATERIALS	2,289.74	17,500	8,690.69				
	602-43330-42610	GAS & FUEL	403.11	3,000	199.33				
	602-43330-42620	CHEMICAL SERVICE CONTRACT	20.00	32,000	9,901.00				
	602-43340-42600	SUPPLIES & MATERIALS	549.05	125,300	11,584.40				
	602-43340-42650	UNIFORMS	16.00	1,250	437.24				
	602-43340-42660	POSTAGE	417.01	10,000	1,550.66				
	602-43340-42700	TRAVEL, CONF & DUES	20.00	3,500	179.65-	Y			
	602-43340-42800	UTILITIES	391.24	11,000	6,764.49				
	602-43340-42910	BILLING OFFICE	877.36	10,700	5,655.81				
	602-43340-43312	VALVE REPLACEMENT-CITY	9,023.81	75,000	65,976.19				
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	600.80	1,499,685	1,149,958.89				
	602-43340-43338	2ND, 4TH, RAILROAD, & MAIN	20,582.60	250,000	217,144.36				
	602-43340-43355	ABOVE GROUND STORAGE	20,649.53	8,515,013	2,600,022.41				
	602-43340-43358	PAINT WEST WTR TOWER	155.00	250,784	100,104.84				
	604-43200-42500	REPAIRS	202.00	16,500	1,220.80				
	604-43200-42600	SUPPLIES	673.77	21,650	7,398.81-	Y			
	604-43200-42610	GAS & FUEL	546.26	10,000	3,475.77				
	604-43200-42650	UNIFORMS	49.99	1,750	595.21				
	604-43200-42660	POSTAGE	417.01	9,000	527.11				
	604-43200-42700	TRAVEL, CONF, DUES	120.00	2,500	1,426.94				
	604-43200-42800	UTILITIES	10,388.88	215,000	24,337.91-	Y			
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	4,872.00	29,829,861	27,685,819.76				
	604-43250-42500	REPAIRS	400.00	22,000	9,224.53-	Y			
	604-43250-42600	SUPPLIES	5,257.93	50,000	3,662.36				
	604-43250-42610	GAS	186.56	6,000	2,471.28				
	604-43250-42800	UTILITIES	1,984.66	51,000	19,201.39				
	604-43250-42910	BILLING OFFICE	877.36	8,000	2,955.79				
	604-43250-43317	CIPP	3,885.00	555,000	458,333.50				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	604-43250-43336	LIVESAY UTILITIES	583.00	168,624	161,529.18		
	604-43250-43343	2ND, 4TH, & RAILROAD	46,310.83	265,000	118,346.04		
	604-43250-43348	HIGHWAY 37 UTILITIES	437.50	1,595,000	1,477,007.03		
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	154,077.32	2,187,569	1,990,813.69		
	612-3882	LANDFILL FEES *NON-EXPENS	44.68	1,400,000-	30,562.88-		
	612-3888	SALES TAX/LANDF*NON-EXPENS	1.88	20,000-	3,761.86		
	612-43220-42200	CONTRACT-MILLENNIUM	896.35	35,000	27,609.10		
	612-43220-42500	REPAIR & MAINTENANCE	175.00	5,000	4,076.04-	Y	
	612-43220-42600	SUPPLIES	226.46	19,000	11,317.12		
	612-43220-42800	UTILITIES	124.24	5,000	2,249.67		
	612-43220-43200	BUILDINGS	147,225.60	2,499,150	1,448,688.90		
	612-43230-42500	REPAIRS	4,989.80	11,000	9,830.30-	Y	
	612-43230-42600	SUPPLIES	157.07	40,000	31,232.91		
	612-43230-42610	GAS & OIL	4,722.36	50,000	13,337.02		
	612-43230-42660	POSTAGE	416.99	8,000	432.12-	Y	
	612-43230-42910	BILLING OFFICE	877.36	8,000	2,955.81		
	612-43240-42600	SUPPLIES	2,086.97	55,000	23,459.11		
	612-43240-42610	GAS & OIL	6,834.97	110,000	49,159.47		
	612-43240-43410	DUMP TRUCK	151,675.37	200,000	48,324.63		
	614-45250-42200	GOLF PRO CONTRACT	6,853.01	66,525	18,341.99-	Y	
	614-45250-42600	SUPPLIES & MATERIALS	139.25	25,400	279.64		
	614-45250-42602	CHEMICALS	1,619.67	25,000	456.09		
	614-45250-42603	SAND/GOLF COURSE	1,693.86	6,000	2,637.67		
	614-45250-42610	GAS & FUEL	1,575.51	15,000	1,006.13-	Y	
	614-45250-42800	UTILITIES	2,704.69	20,000	2,939.71		
	619-45220-42500	REPAIR & MAINTENANCE	403.43	8,000	1,896.41		
	619-45220-42600	SUPPLIES	248.76	2,200	84.89-	Y	
	621-369	REFUNDS & REIMB*NON-EXPENS	3,009.70	0	7,127.63-		
	621-44600-42600	SUPPLIES	49.89	23,500	68,923.36-	Y	
	621-44600-42610	GAS & OIL	291.38	13,000	3,838.93		
	621-44600-42700	TRAVEL, TRAINING & CONFERE	81.88	11,165	2,851.75		
	621-44600-43420	AMBULANCE REPLACEMENT	4,231.50	155,000	0.00		
	700-45300-42900	BID DEPOSITS	2,000.00	0	27,500.00-	Y	
	700-45300-42904	CORN PALACE GAMES	200.00	0	195,623.88-	Y	
	724-45000-42900	PROJECT CONSTRUCTION	27,919.00	0	47,985.22-	Y	
** 2024-2025 YEAR TOTALS **			2,417,750.08				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	108.24
101-1220	CITY ADMINISTRATOR	125.00
101-1440	HUMAN RESOURCES	1,480.99
101-1460	INSURANCE & BONDS	5,000.00
101-1920	MUNICIPAL BUILDINGS	4,695.05
101-1935	INFORMATION TECHNOLOGY	588.44
101-2110	POLICE DEPARTMENT	50,252.43
101-2130	TRAFFIC DEPARTMENT	5,430.23
101-2200	FIRE DEPARTMENT	11,902.75
101-3100	STREET DEPARTMENT	24,607.68
101-3110	PUBLIC WORKS ADMIN	292.28
101-3120	STREET & SIDEWALK CONST	694,146.58
101-3150	STORM DRAINAGE	54,078.49
101-3700	CEMETERY	2,020.28
101-4110	HEALTH & WELFARE	3,250.00
101-5500	LIBRARY	2,268.28

101 TOTAL	GENERAL	860,246.72
201-5110	RECREATION & AQUATICS	1,421.56
201-5140	RECREATION CENTER	14,654.54
201-5160	SPORTS COMPLEXES	299,699.04
201-5210	PARKS	64,506.76
201-5220	SUPERVISION	57.24

201 TOTAL	PARK FUND	380,339.14
202-5650	CORN PALACE	24,923.21

202 TOTAL	CORN PALACE FUND	24,923.21
203-5220	LAKE	477,614.77

203 TOTAL	LAKE MITCHELL	477,614.77
209-6530	BUSINESS IMPROV #4	1,000.00

209 TOTAL	BUSINESS IMPROV DIST #4	1,000.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
211-6311	ENTERTAINMENT TAX	1,208.00

211 TOTAL	ENTERTAINMENT TAX	1,208.00
214-3500	E-911	159.12

214 TOTAL	E-911 EMERGENCY	159.12
218-5150	PALACE TRANSIT	1,615.08
218-5180	JVCC	450.33

218 TOTAL	COMMUNITY SERVICES	2,065.41
219-5140	NUTRITION	4,426.86

219 TOTAL	NUTRITION	4,426.86
230-3500	AIRPORT	216.76

230 TOTAL	AIRPORT	216.76
602-3330	WATER TREATMENT PLANT	7,520.99
602-3340	WATER DISTRIBUTION	53,282.40

602 TOTAL	WATER	60,803.39
604-3200	WASTE WATER TREATMENT	17,269.91
604-3250	WASTE WATER COLLECTION	214,000.16

604 TOTAL	SEWER	231,270.07
612	NON-DEPARTMENTAL	46.56
612-3220	RECYCLING PROGRAM	148,647.65
612-3230	WASTE COLLECTION	11,163.58
612-3240	LANDFILL	160,597.31

612 TOTAL	SANITATION	320,455.10

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
614-5250	GOLF COURSE	14,585.99

614 TOTAL	GOLF COURSE	14,585.99
619-5220	CAMPGROUND	652.19

619 TOTAL	CAMPGROUND	652.19
621	NON-DEPARTMENTAL	3,009.70
621-4600	EMS	4,654.65

621 TOTAL	EMERGENCY MEDICAL SERVICE	7,664.35
700-5300	AGENCY FUNDS	2,200.00

700 TOTAL	AGENCY FUNDS	2,200.00
724-5000	STREET CONST	27,919.00

724 TOTAL	STREET CONSTRUCTION	27,919.00

** TOTAL **		2,417,750.08

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
E01 5311-FY18/19	MAINT Maintenance/Repairs	273.72
	OFFUT Office Utilities	35.70
	SHAH Tablet/Radio Contract	451.36
	TRA Travel/Training	68.00
	** PROJECT E01 TOTAL **	828.78
H01 SPORTS COMPLEX EQUIPMENT	42500 REPAIR/MAINTENANCE	51.47
	42600 SUPPLIES/MAINTENANCE	71.84
	42610 GAS-FUEL	52.00
	** PROJECT H01 TOTAL **	175.31

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H04 BASEBALL	42500	REPAIR/MAINTENANCE	2,519.50
	42600	SUPPLIES/MATERIALS	5.77
		** PROJECT H04 TOTAL **	2,525.27
H05 SOFTBALL	42500	REPAIR/MAINTENANCE	1,752.97
	42600	SUPPLIES/MATERIALS	409.58
		** PROJECT H05 TOTAL **	2,162.55
H06 ARENA-NORTH RINK	42600	SUPPLIES-MATERIALS	331.23
	42800	UTILITIES	13,911.14
		** PROJECT H06 TOTAL **	14,242.37
H07 PEPSI COMPLEX	42600	SUPPLIES/MATERIALS	7.99
		** PROJECT H07 TOTAL **	7.99
H13 ARENA-SOUTH RINK	42500	REPAIR-MAINTENANCE	68.53
	42600	SUPPLIES-MAINTENANCE	29.96
	43300	CAPITAL IMPROVEMENTS	1,561.00
		** PROJECT H13 TOTAL **	1,659.49
H15 LAK MITCHELL PUMP CADWELL	42800	UTILITIES	1,702.01
		** PROJECT H15 TOTAL **	1,702.01
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	1,434.23
	42610	GAS/FUEL	2,395.46
		** PROJECT H50 TOTAL **	3,829.69
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	944.88
		** PROJECT H51 TOTAL **	944.88
H52 FORESTRY	42604	TREES	47.99
		** PROJECT H52 TOTAL **	47.99
H55 DRY RUN CREEK PARK	42500	REPAIR/MAINTENANCE	179.38
	42800	UTILITIES	112.31
		** PROJECT H55 TOTAL **	291.69
H60 NORTHRIDGE PARK	42800	UTILITIES	24.52
		** PROJECT H60 TOTAL **	24.52

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
H65 AMPHITHEATER	42800 UTILITIES	49.64
	** PROJECT H65 TOTAL **	49.64
H67 DAY CAMP	42500 REPAIR/MAINTENANCE	196.68
	** PROJECT H67 TOTAL **	196.68
H77 SPORTSMANS CLUB	42800 UTILITIES	42.78
	** PROJECT H77 TOTAL **	42.78
H79 LAKE PARK ACCESS AREAS	42800 UTILITIES	12.00
	** PROJECT H79 TOTAL **	12.00
H87 PATTON YOUNG	42800 UTILITIES	86.01
	** PROJECT H87 TOTAL **	86.01
J02 INDOOR AQUATIC CTR	CHEMICAL CHEMICALS	90.00
	** PROJECT J02 TOTAL **	90.00
J05 REC CTR CONCESSIONS	CONC SUP CONCESSION SUPPLY	280.35
	** PROJECT J05 TOTAL **	280.35
J06 REC CTR-GENERAL BLDG	RM-ELEC REPAIR/MAINT-ELECTRICAL	486.88
	RM-PLUMB REPAIR/MAINT-PLUMBING	325.77
	SM-GENER SUPPLIES/MATERIAL-GENERAL	203.67
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	1,151.78
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	259.04
	SM-PLUMB SUPPLIES/MATERIAL-PLUMBING	315.61
	SM-PROGR SUPPLIES/MATERIAL-PROGRAMS	27.96
	** PROJECT J06 TOTAL **	2,770.71
J08 REC CTR PUBLISHING	MIDCO PUBLISHING-MIDCO	1,306.00
	** PROJECT J08 TOTAL **	1,306.00
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	3,835.85
	** PROJECT J09 TOTAL **	3,835.85
J10 REC CTR UNIFORMS	ADAM UNIFORMS-ADAM	85.97
	** PROJECT J10 TOTAL **	85.97
J51 P&A YOUTH PROGRAMS	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	564.35

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	259.04
	** PROJECT J51 TOTAL **	823.39
J54 P&A UNIFORMS	JAMIE UNIFORMS-JAMIE	208.17
	** PROJECT J54 TOTAL **	208.17
W07 CORN PALACE FESTIVAL	42500 REPAIRS	904.57
	42900 TICKETING FEES	679.65
	** PROJECT W07 TOTAL **	1,584.22

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; 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 was 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.

Board of Adjustment at their 9-3-24 meeting approved said application for outside storage with Planning Commission recommendations and the application to be reviewed at the second meeting in October 2024.

Planning Commission recommend approval at their 10-15-24 meeting 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.

Board of Adjustment at their 10-21-22 meeting postponed the application for outside storage until the 11-4-24 meeting with the condition Josh Frost is in attendance.

See Planning Commission 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:

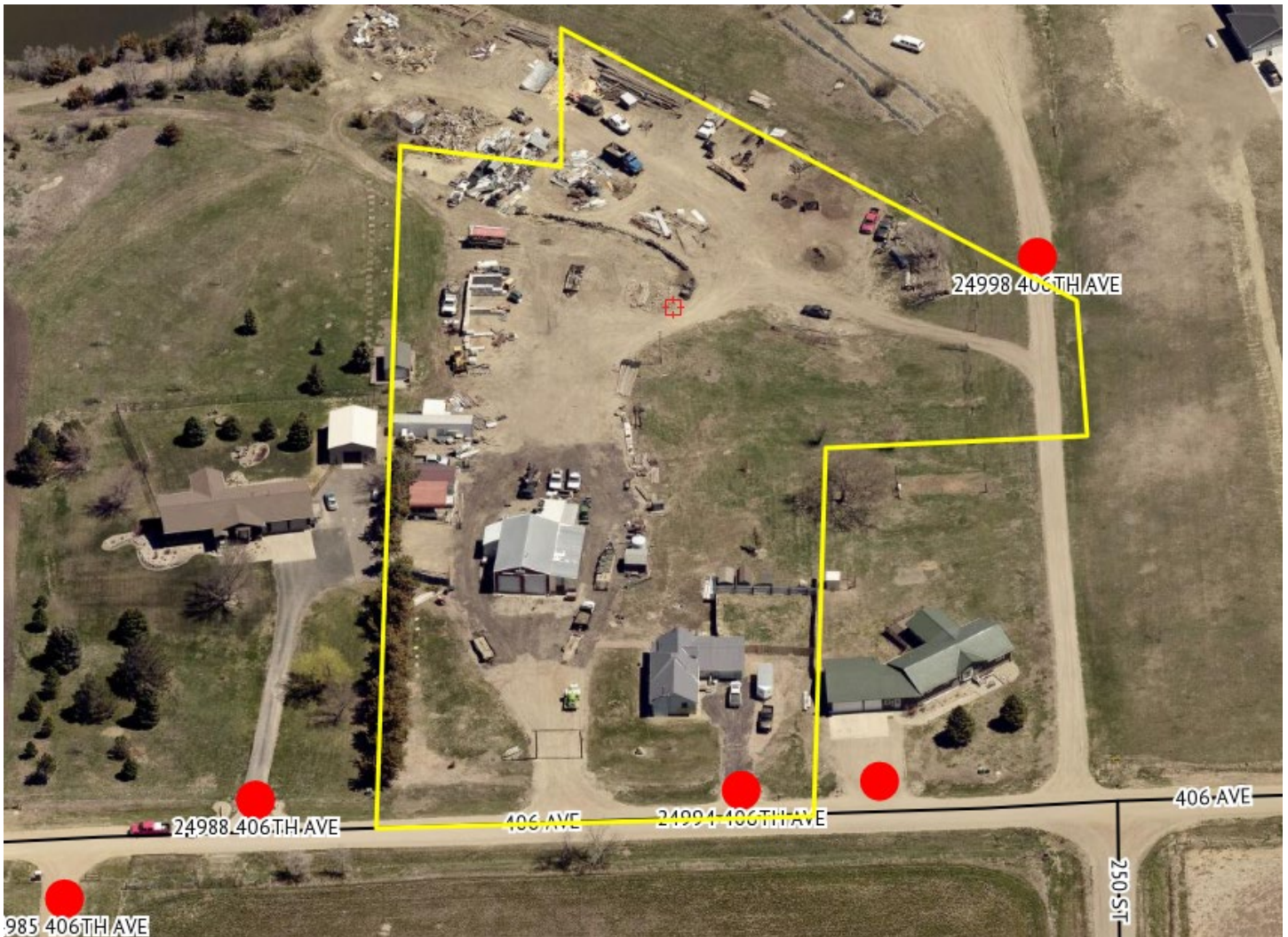
Legal Description: Lot 3D-1 and Lot 3D-2 of D.R. Kiner's First Addition in the SW ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota

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.

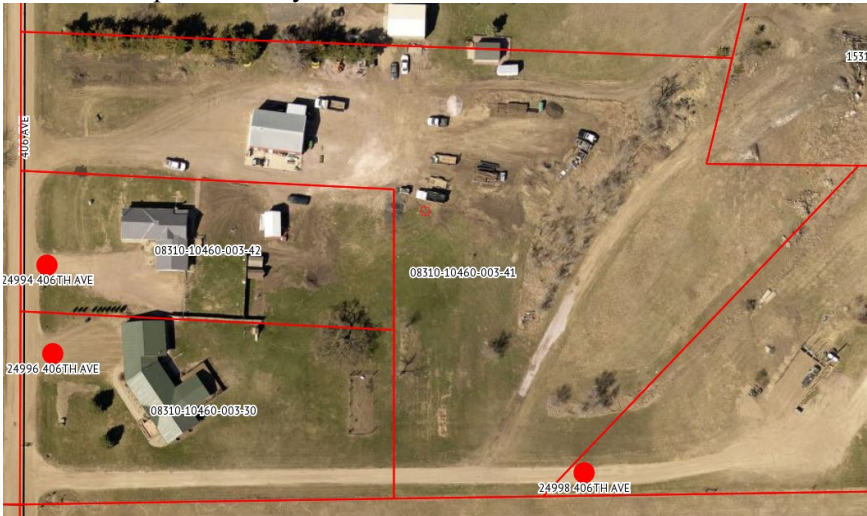
If you have any questions regarding this matter, you can reach the Planning and Zoning Office at 605-995-8433, email mark.jenniges@cityofmitchellsd.gov or stop in the office located at City Hall, 612 N Main St.

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



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



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



October 16, 2024

RE: Extraterritorial Jurisdiction (ETJ)

City of Mitchell
Board of Adjustment
612 North Main
Mitchell, SD 57301

Board of Adjustment,

On October 15, 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 and failed to present a plan.

Since this property is in the Extraterritorial Jurisdiction (ETJ), the county receives these complaints. The city can determine what can be given a Conditional Use, but the county has to enforce it. Due to the large amount of junk collected on the property over the last few years, and the high concentration of residences in the area, we would highly recommend the Board of Adjustment deny the Conditional Use Application. This is a residential area and not a suitable place for heavy truck traffic and 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 ETJ:

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



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: **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 automotive sales, repair, parts and 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 automotive sales, repair, parts and detailing; written plan on paper for the 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 at their 9-3-24 meeting approved said application for automotive sales, repair, parts and detailing with Planning Commission recommendations and the application to be reviewed at the second meeting in October 2024.

Planning Commission recommend approval at their 10-15-24 meeting of the conditional use 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.

Board of Adjustment at their 10-21-22 meeting postponed the application for automotive sales, repair, parts and detailing until the 11-4-24 meeting with the condition Josh Frost is in attendance.

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



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

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:	November 4, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 11-18-24		
Explanation/Background of Agenda Item Requested:	Kyle Zacher on has applied for a Variance Permit for maximum height of an accessory building of 30' vs 22' to add onto existing garage and creating a mezzanine in the new portion of the garage with enough room under the mezzanine for the garage doors to open. This is located at 1420 E Hanson Ave, legally described as Lot 1, Block 8, Fiar View Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.		



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

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

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

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

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

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

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

- Description of Variance: Maximum accessory height of 30' vs 22'
- Description of Hardship: Attaching a new garage onto an existing garage and creating a mezzanine in the new portion of the garage with enough room under the mezzanine for the garage doors to open.

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

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

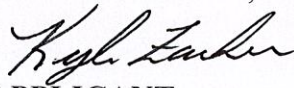
☐ **Plat Application** *\$100 application fee due with application*

This Application is for the following described real property:

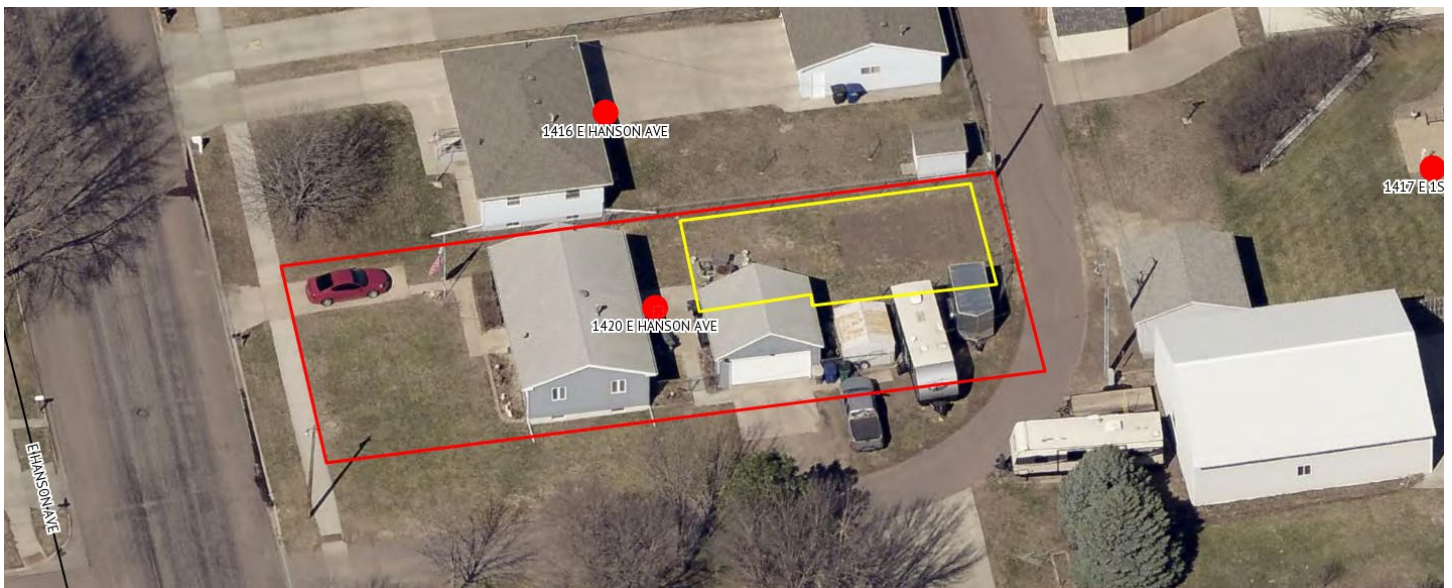
Legal Description: Lot 1, Block 8, Fiar View Addition, City of Mitchell, Davison County, South Dakota.

Property Address: 1420 E Hanson Ave

Dated this 17th **of** October **,** 2024.


APPLICANT

Kyle & Rhonda Zacher
OWNER

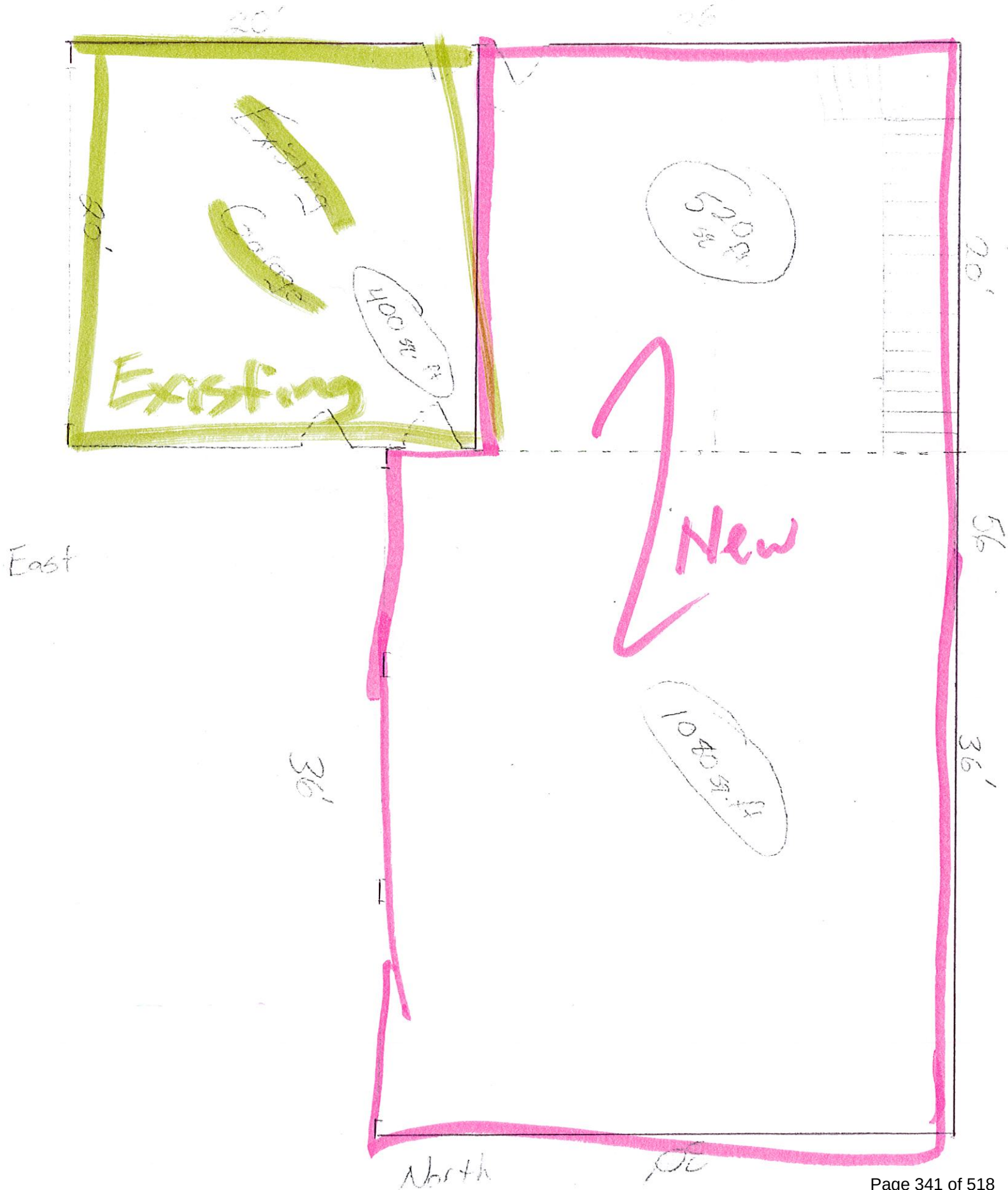


Kyle Zacher

46

South

1420 E. Hanson



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:
Two bids were received as follows:
Brad Bartscher - \$2,691.15 per year or \$168.20 per acre (16 acres)
Paul Stevenson - \$1,313.00 per year or 82.07 per acre (16 acres)

Please see the attached bid tabulation for information.

City staff recommends City Council approving the bid to Brad Bartscher

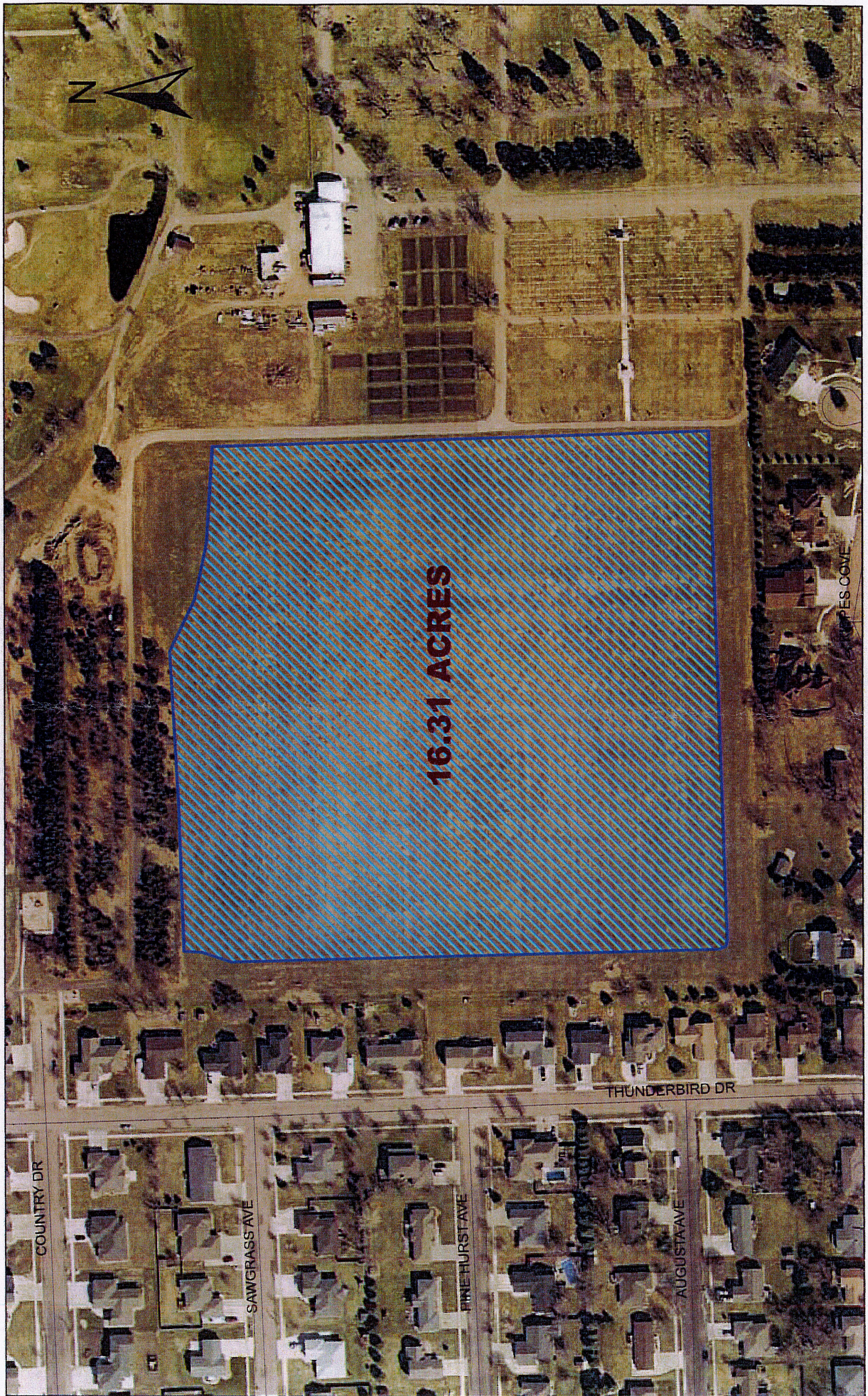
The previous bid was awarded at the yearly total of \$2,323 per year or 101 per acre (23 acres).

BID TABULATION FOR CEMETERY HAYLAND CITY PROJECT #2025-5

BID OPENING: 10/16/2024 - 1:30 PM, CITY HALL, MITCHELL, SOUTH DAKOTA

	BRAD BARTSCHER 300 S. 2ND STREET EMERY, SD 57332	PAUL STEVENSON 40316 254TH STREET MITCHELL, SD 57301			
Cemetery Hayland Lease for 3 years approx. 16 acres Lump Sum 2025,2026 & 2027 haying seasons	<u>\$2,691.15 PER YEAR</u> <u>\$ 168.20/acre</u> \$8,073.45 3 YEARS	<u>\$1,313 PER YEAR</u> <u>\$ 82.07 /acre</u> \$3,939 - 3 YEARS	\$_____ per year \$_____/acre	\$_____ per year \$_____/acre	\$_____ per year \$_____/acre

Prepared by Deb Hanson-Sudbeck



CITY OF MITCHELL

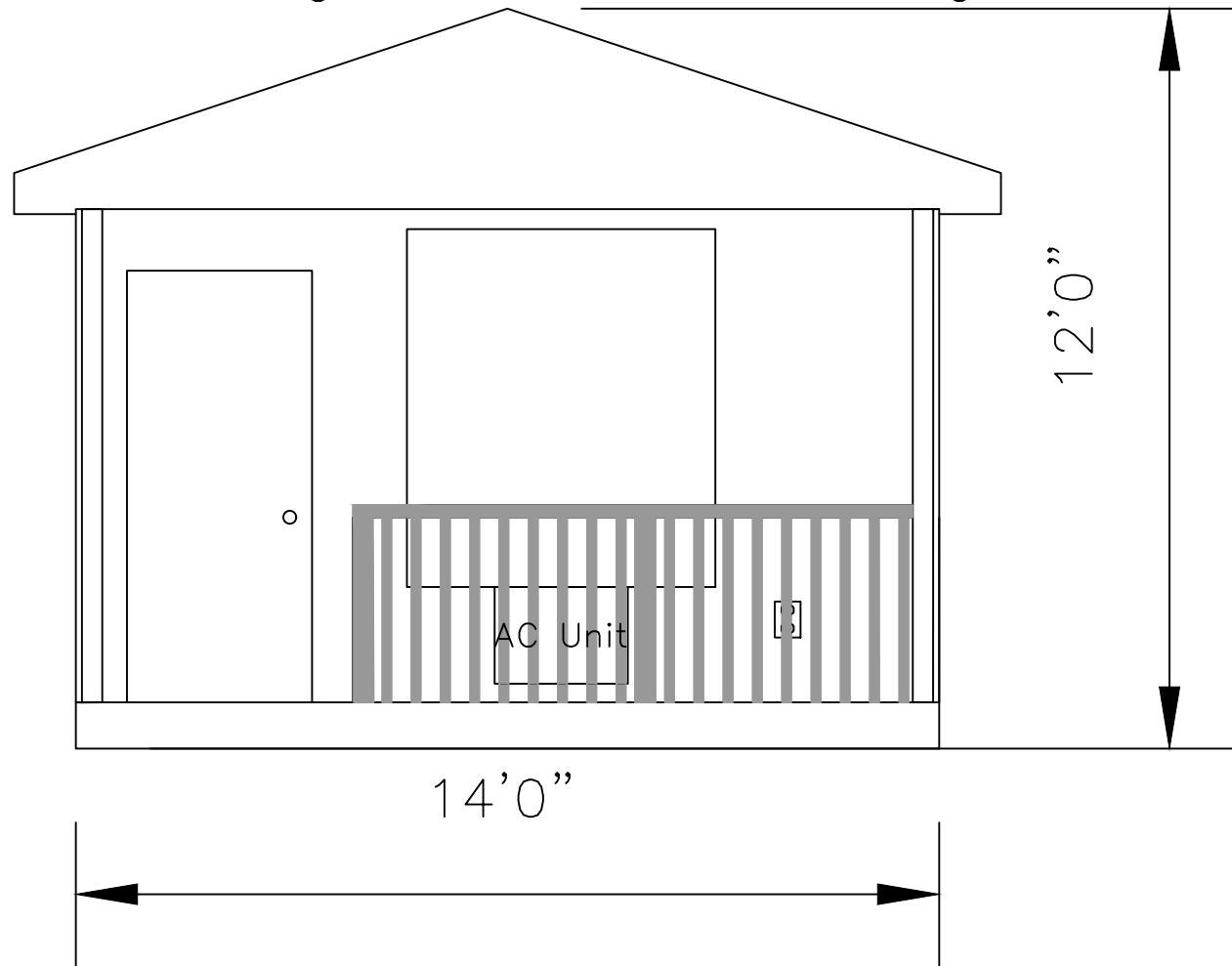
City Council Meeting Agenda Item Request



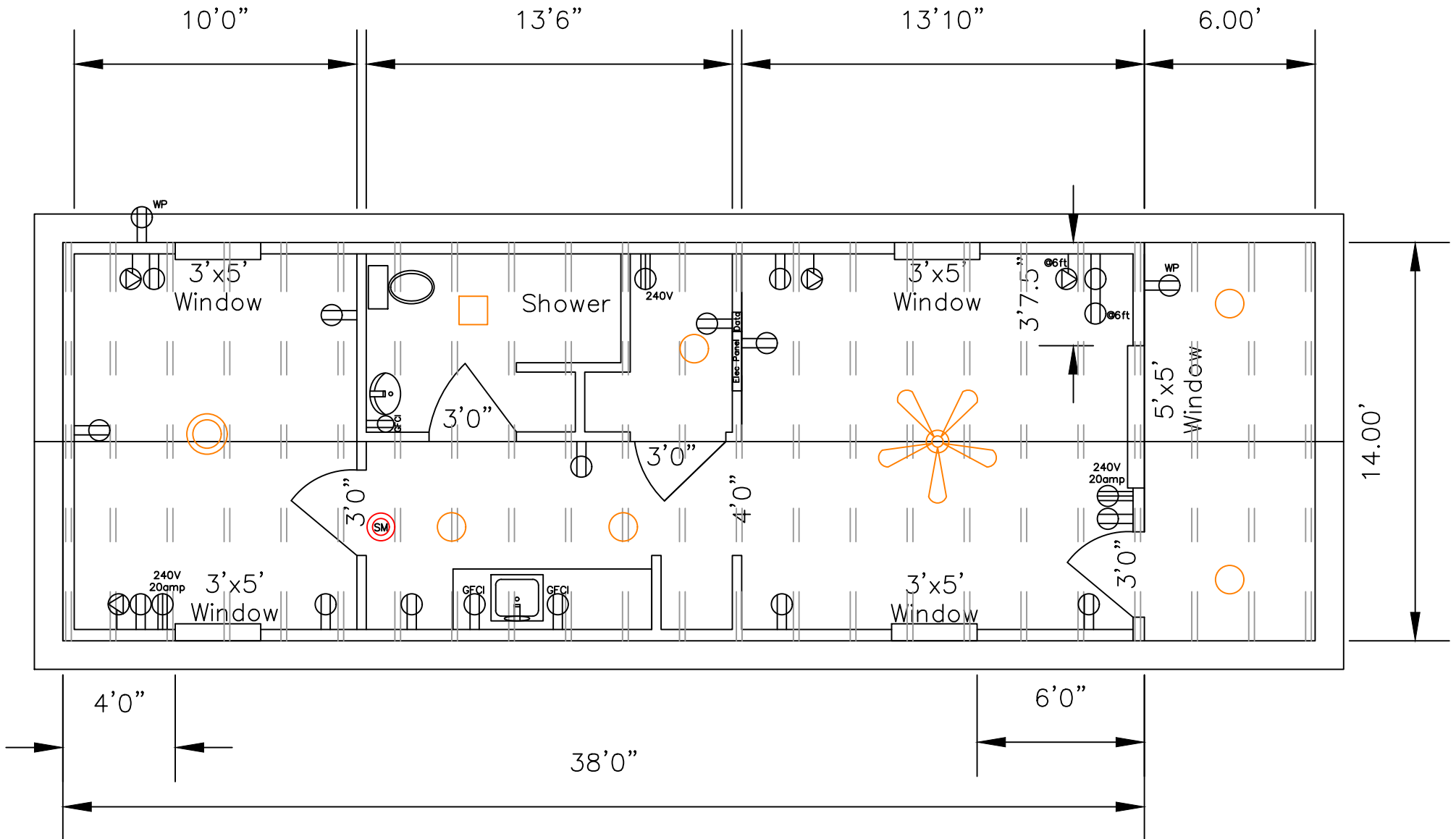
The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	November 4, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	604-43200-43310, \$30,000,000		
Agenda Item:	Award Quote for South Wastewater Treatment Facility Building		
Explanation/Background of Agenda Item Requested:	The City is adding a 14'x38' building at the South Wastewater Treatment Plant that will provide an office, lab, breakroom, storage and restrooms. The quote requested did not include transportation or foundation. Quotes were requested from four companies and responses were as follows: Custom Touch Homes, LLC - \$53,061.32 Jensen Design Build, LLC - \$69,160.00 Ethan Coop Lumber - \$101,349.00 Mueller Lumber Company - \$103,505.00 Staff recommends awarding the project to Custom Touch Homes, LLC for \$53,061.32.		

4.5/12 Roof Pitch
24" O.C.
12" Eaves
12" Gables
8ft Ceiling
9'5" Living Room Vaulted Ceiling



Lighting Plan
Bedroom—Single 15" Dome Style Fixture
Bath—Fan+Light combination
Kitchen—Two 5" recessed can lights
Utility Room—One Recessed can light
Porch—Two 5" recessed can lights



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:	November 4, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Release of Easement in Nelson's Addition		
Explanation/Background of Agenda Item Requested:	The property owner of the listed property is requesting that a ten (10) foot easement be released as shown on the attached exhibit. The purpose of the release is to construct a residential dwelling. This will have no effect on City utilities. The lot is located in Kippes Cove. Staff recommends council approval and to grant authorization for the Mayor to sign.		

This Document Prepared By:
Don E. Petersen, Esq.
MorganTheeler LLP
P.O. Box 1025, 1718 North Sanborn Blvd.
Mitchell, SD 57301
(605) 996-5588

RELEASE OF EASEMENT

RELEASE OF EASEMENT made this _____ day of November, 2024, by the City of Mitchell, South Dakota, a South Dakota municipal corporation, of 612 North Main Street, Mitchell, South Dakota (hereinafter referred to as the "City"); WITNESSETH:

Shelly Muth is the owner of the following described real property, to-wit:

Lot Eighteen A (18A), a Subdivision of Previously Platted Lot Eighteen (18), a Subdivision of Previously Platted Lot "A" of Nelson's Addition, a Subdivision of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Nine (9), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., City of Mitchell, Davison County, South Dakota; and

Lot Nineteen A (19A), a Subdivision of Previously Platted Lots Eighteen (18) and Nineteen (19), a Subdivision of Previously Platted Lot "A" of Nelson's Addition, a Subdivision of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Nine (9), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., City of Mitchell, Davison County, South Dakota.

A Ten foot (10') Utility and Drainage Easement is located upon the southern boundary of Lot Eighteen A (18A) and upon the northern boundary of Lot Nineteen A (19A) of the above described real property, as depicted on Exhibit A attached hereto and incorporated herein by reference, and as shown on the plat recorded with the Davison County Register of Deeds on July 10, 2007, in Misc. Book 23 on page 16.

By the execution of this Release of Easement, the City hereby RELEASES that portion of its Ten foot (10') Utility and Drainage Easements located upon the southern boundary of Lot Eighteen A (18A), a Subdivision of Previously Platted Lot Eighteen (18), a Subdivision of Previously Platted Lot "A" of Nelson's Addition, a Subdivision of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Nine (9), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., City of Mitchell, Davison County, South Dakota, except the westerly Five (5') Feet thereof, and upon the northern boundary of Lot Nineteen A (19A), a Subdivision of Previously Platted Lots Eighteen (18) and Nineteen (19), a Subdivision of Previously Platted Lot "A" of Nelson's Addition, a Subdivision of the Southeast Quarter of

the Southwest Quarter (SE1/4 SW1/4) of Section Nine (9), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., City of Mitchell, Davison County, South Dakota, except the westerly Five (5') Feet thereof, all as depicted on Exhibit A attached hereto and incorporated herein by reference, and as shown on the plat recorded with the Davison County Register of Deeds on July 10, 2007, in Misc. Book 23 on page 16.

This Release of Easement shall not affect other easements on the property, and any other easements which intersect with the Easements addressed herein shall remain in full force and effect.

This Release shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors in interest and assigns.

Dated this _____ day of November, 2024.

CITY OF MITCHELL, SOUTH DAKOTA

(SEAL) By _____
Jordan Hanson, Mayor

ATTEST:

Michelle Bathke, City Finance Officer

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

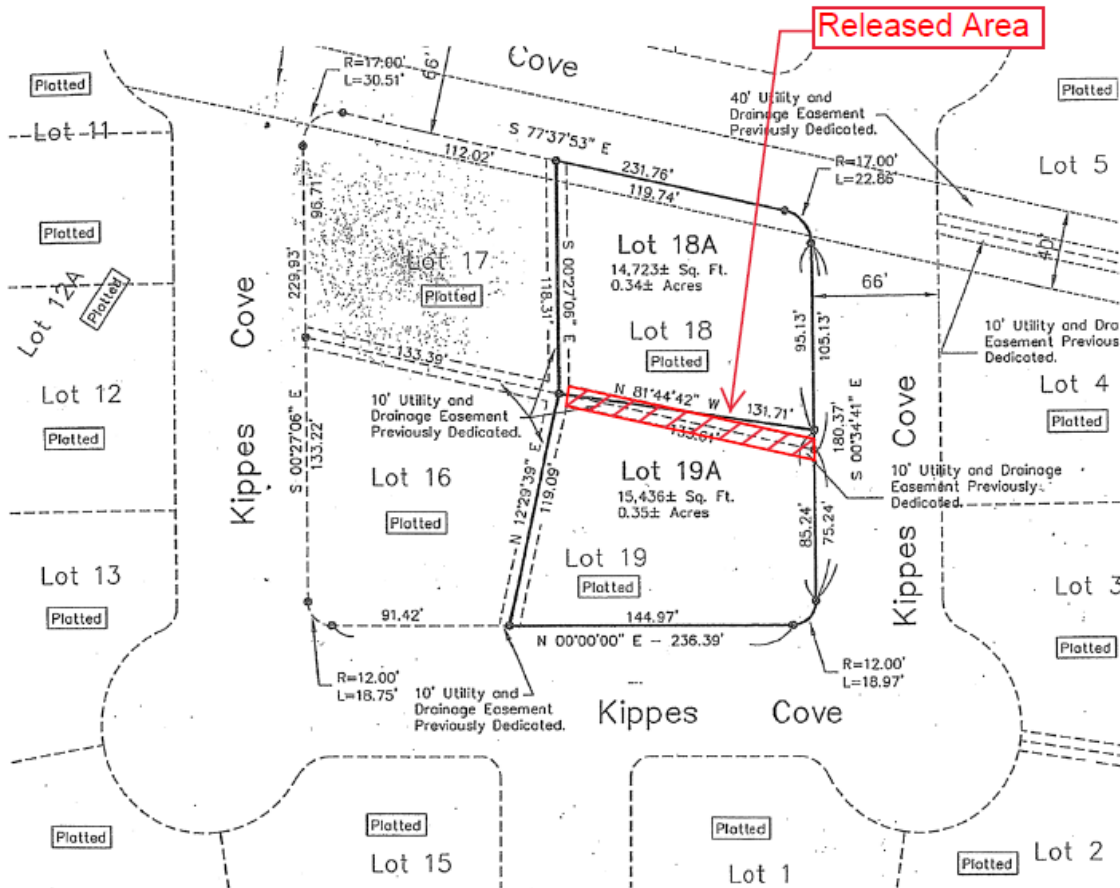
On this the _____ day of November, 2024, before me, the undersigned officer, personally appeared Jordan Hanson and Michelle Bathke, who acknowledged themselves to be the Mayor and City Finance Officer, respectively, of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and that they as such Mayor and City Finance Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Mitchell, South Dakota, by themselves as Mayor and City Finance Officer, respectively.

In Witness Whereof I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT A



A PLAT OF LOTS 18A AND 19A, A SUBDIVISION OF PREVIOUSLY PLATTED LOTS 18 AND 19, A SUBDIVISION OF PREVIOUSLY PLATTED LOT "A" NELSON ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 9, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

THIS PLAT VACATES PREVIOUSLY PLATTED LOTS 18 AND 19, A SUBDIVISION OF PREVIOUSLY PLATTED LOT "A" NELSON'S ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 9, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA AS RECORDED IN PLAT BOOK 15, PAGE 20



ORIGINAL SIZE
OF THIS PLAT
UPON FILING
IS 11" X 17"

BOOK 23 PAGE 16

SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301-0398
Phone: (605) 996-7761 Fax: (605) 996-0915

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:	November 4, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Easement within Alleyway for 207 West 11th Avenue		
Explanation/Background of Agenda Item Requested:	Lloyd and Jane Morrison who own 207 W 11th Avenue has requested an easement to facilitate the sale of the property. The easement shall be terminated immediately if the structure falls into disrepair, require reconstruction, be removed, or the encroachment exceeds to the approximate 2.1 feet. The Owner of the property would also be responsible for any right-of-way repairs resulting from the encroachment. Staff recommends City Council approval of the proposed easement		

This Document Prepared By:
Tucker J. Volesky
Volesky Law
P.O. Box 488
Mitchell, SD 57301
(605) 996-5542

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the further terms and provisions hereof, the City of Mitchell, a South Dakota municipal corporation, whose address is 612 North Main Street, Mitchell, SD 57301, "Grantor", does hereby GRANT unto Lloyd L. Morrison and Jane C. Morrison, husband and wife, whose address is 24877 413th Avenue, Mitchell, SD 57301, and their successors and assigns, "Grantees", a perpetual easement, as further described below, in the public right of way adjacent to Grantees' real property located at 207 West 11th Avenue, Mitchell, SD 57301 and legally described as follows:

Lot Two (2), Block Forty-two (42), Capital Addition to the City of Mitchell,
Davison County, South Dakota.

The extent and purpose of the easement hereby granted is to permit the existing garage and asphalt to remain at such location so long as the structure is maintained in good repair and at no time encroaches any further into the right of way than the approximate 2.1'± at its most intrusive point as more particularly described on survey prepared by Meyer Land Surveying, LLC identified as Project No. 24000-052, a copy being attached hereto as Exhibit A and incorporated herein as though set forth at length. In the event the alley should be damaged due to the encroachment, Grantees shall pay to the Grantor the costs to repair the alley each time such damage may occur. If the structure shall fall into disrepair, require construction, or be removed, this easement shall automatically terminate and any remaining structure encroaching on the right of way shall be immediately removed by Grantees at Grantees' sole expense, Whether the structure's condition is maintained in good repair shall be determined at Grantor's sole discretion, to be exercised in good faith, taking into account applicable nuisance ordinances. In case of disrepair, the City shall file a Notice of Abrogating Easement should the Grantees fail to comply with an Order to Correct issued pursuant to the City's nuisance ordinances.

This Easement shall constitute a covenant running with the land and shall be binding upon the respective assigns and successors in interest of the respective parties.

IN WITNESS WHEREOF, the Grantor has executed this instrument this instrument this
_____ day of _____, 2024.

CITY OF MITCHELL, SD

(seal)

Jordan Hanson, Mayor

Attest: _____
Michelle Bathke, Finance Officer

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF DAVISON)

Jordan Hanson and Michelle Bathke, being first duly sworn on oath, depose and say that each is the Mayor and Finance Officer respectively of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and, being duly authorized to do so, have hereto executed this Easement on behalf of the City of Mitchell, South Dakota in their official capacity.

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

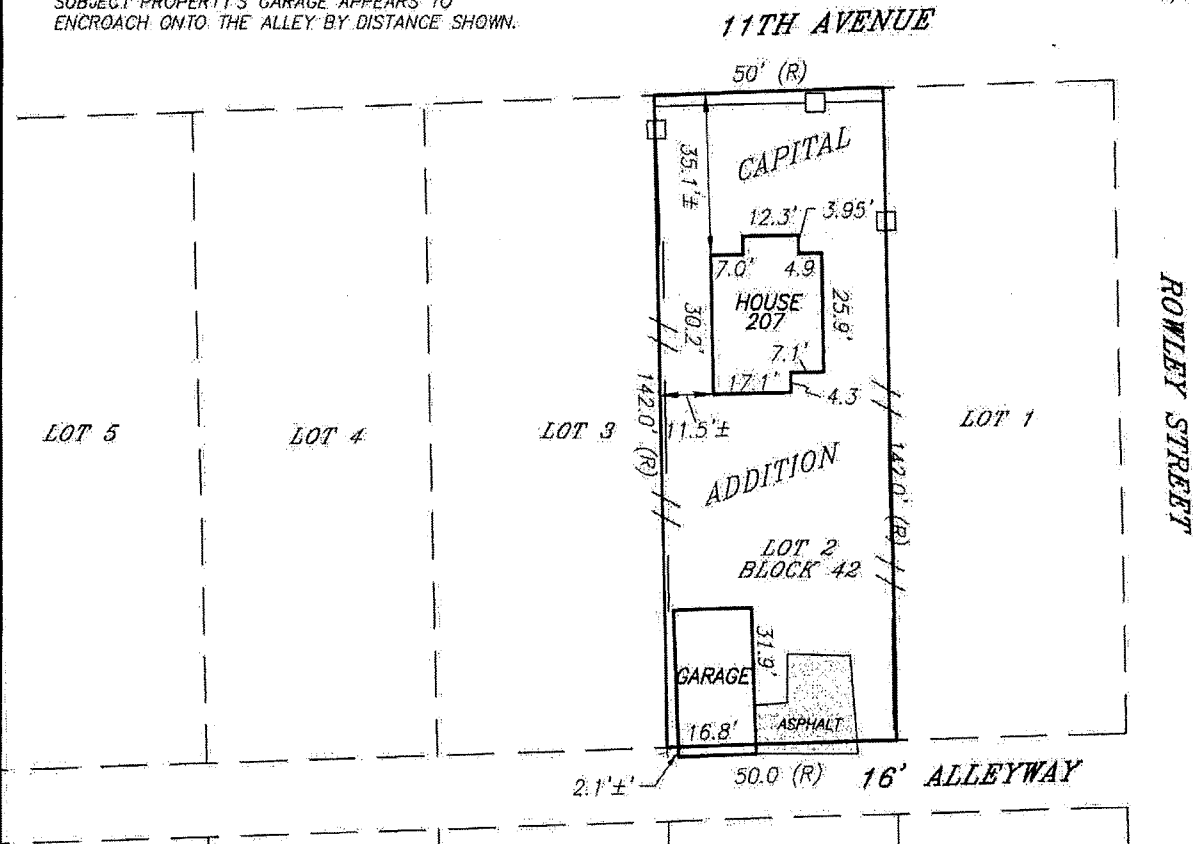
EXHIBIT A

NOTE:

SUBJECT PROPERTY'S GARAGE APPEARS TO
ENCROACH ONTO THE ALLEY BY DISTANCE SHOWN.

DATE OF SURVEY

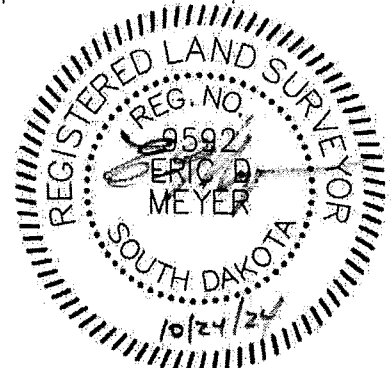
10/22/2024

OWNER/ADDRESS:

ADAM NIKOLAS
207 W. 11TH AVENUE
MITCHELL, SD 57301

SURVEYOR'S NOTE:

THE PURPOSE OF AN IMPROVEMENT LOCATION EXHIBIT IS TO PROVIDE A REPRESENTATION OF THE INFORMATION GATHERED AT THE TIME OF THE INSPECTION. IT IS BASED ON EXISTING BUT NOT CONFIRMED BOUNDARY EVIDENCE AND IS SUBJECT TO ANY INACCURACIES THAT A BOUNDARY SURVEY MIGHT REVEAL. NO PROPERTY CORNERS WILL BE SET AND NO WARRANTY AS TO THE LOCATION OF THE TRUE BOUNDARY OF THE SUBJECT PROPERTY IS EXTENDED TO THE PRESENT OR FUTURE OWNERS OR OCCUPANTS.

**LEGAL DESCRIPTION:**

LOT 2 BLOCK 42 CAPITAL ADDITION, AN ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

DRAWN BY:

EDM

APPROVED BY:

EDM

DATE

10/24/2024

PROJECT NUMBER

24000-052

SHEET

1-1

NOTES

1. THIS SURVEY WAS PERFORMED FOR MORTGAGE PURPOSES ONLY AND IS NOT A COMPLETE BOUNDARY SURVEY OF THE SUBJECT PROPERTY.
2. BUILDING AND SITE IMPROVEMENT SETBACK VIOLATIONS ARE NOT VERIFIED OR NOTED AS AN ENCROACHMENT.
3. BUILDING AND SETBACK DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL NOT BE USED FOR CONSTRUCTION PURPOSES.
4. THE RESEARCH OF EXISTING EASEMENTS OF RECORD WAS NOT PERFORMED.
5. THE DEEDED LEGAL DESCRIPTION WAS SURVEYED. JUNIOR & SENIOR RIGHTS OF ADJACENT OWNERS WAS NOT RESEARCHED.
6. DRAWING SHOWN ABOVE ARE THE CONDITIONS AS OF THE DATE OF SURVEY.

SURVEYOR'S CERTIFICATE:

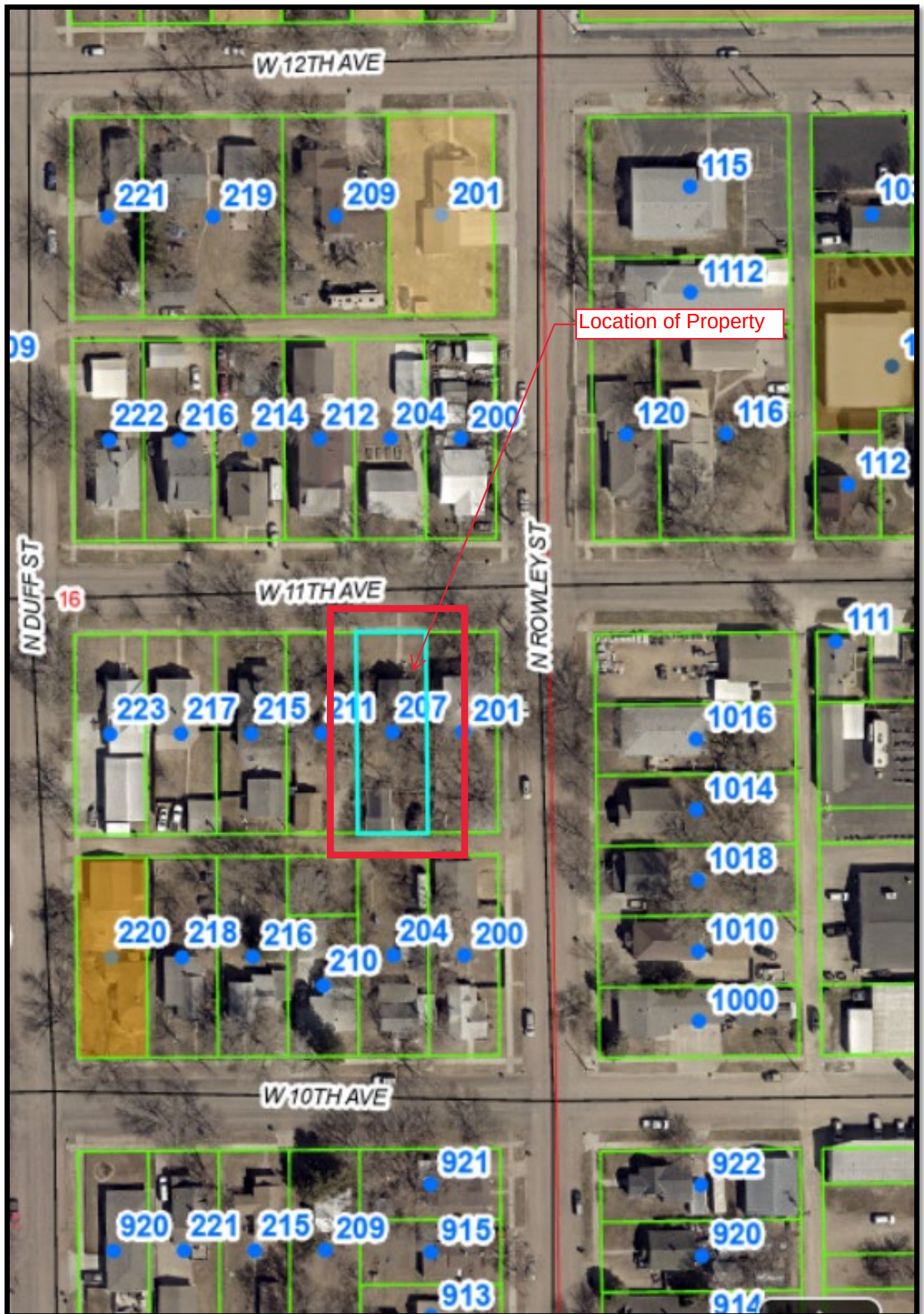
I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I HAVE PERFORMED A MORTGAGE INSPECTION ON THE ABOVE DESCRIBED PROPERTY AND THAT I AM A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

Eric D. Meyer
ERIC D. MEYER REG. NO. 9592

PREPARED BY:
Meyer Land Surveying, LLC
Parker, SD 57053
Phone: (605) 310-9401

SCALE: 1"=40'

FOUND: IRON PIN ○
SET: IRON PIN ●
PREVIOUSLY PLATTED
DIMENSION (R)



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:	November 4, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	604-43200-43310, \$30,000,000		
Agenda Item:	Action to Approve Agreement #A2024-43, Testing Services for South Waste Water Treatment Plant-Phase II-Schedule A with GeoTek		
Explanation/Background of Agenda Item Requested:	Agreement A2024-43 with Geotek Engineering and Testing Services, Inc. provides construction phase services for the South Wastewater Treatment Plant project. Their services will include earthwork excavation observation and testing and American Concrete Institute certified testing for concrete testing. The fee is not to exceed \$70,350. Staff recommends City Council approval of the attached agreement with Geotek Engineering and Testing Services, Inc. in an amount not to exceed \$70,350 as outlined in the attached agreement. Project Background: The current south wastewater treatment plant was built in the 1970's. The project work includes refurbishing existing blower/electrical building, new activated sludge blower building and aeration system, refurbish existing clarifiers and construct new clarifier, new aerobic sludge digestion and dewatering and additional equalization at the north plant along with other miscellaneous site improvements. Project Cost \$39,156,528 - Current Total Project Cost with 5% Contingency Revenue \$4,361,478 - High Plains Processing Estimated Cost \$17,099,386 - ARPA Dollars and Grants for the Project \$1,598,000 - Remaining funding from North Wastewater Treatment Project \$12,899,436 - Existing approved loan \$1,937,860 - Dollars spent from Enterprise Fund Total = \$37,896,160 Remaining to be spent from Enterprise Fund - \$1,260,368		



**GEOTEK ENGINEERING
& TESTING SERVICES, INC.**
909 East 50th Street North
Sioux Falls, South Dakota 57104
605-335-5512 Fax 605-335-0773
www.geotekeng.com

September 25, 2024

City of Mitchell
612 N. Main Street
Mitchell, South Dakota 57301

Attn: Joe Schroeder

Subj: Cost Proposal
Construction Materials Testing Services
Wastewater Treatment Plant - South
Mitchell, South Dakota

We are pleased to present this cost proposal to provide special inspection and materials testing services for the referenced project. We understand that it is the responsibility of the owner to engage a qualified testing and inspecting agency to perform field tests & inspections and prepare reports.

Based on the project plans, email and quantities provided by Will Widmer (John T Jones), our geotechnical report (GeoTek #24-0002, Dated April 17, 2024), the International Building Code: Chapter 17, and our experience on past "similar" projects, we have estimated the number of site visits, hours, as well as, the number of the various tests required during construction.

The project will require a specialized team of our staff including a Staff Engineer and/or a Senior Engineering Technician for earthwork excavation observations & testing, and an ACI Certified Technician (Field I) for concrete testing (excludes rebar observations). We understand that rebar observations and structural steel and/or precast welds will be performed by HDR. All reports will be reviewed and signed by a registered professional engineer and/or project manager.

The project will include (24 to 32) trips to perform earthwork observations & testing, (85 to 105) trips to perform concrete testing and to pick up samples the following day, (45 to 58) density tests, (6 to 8) proctor tests and (45 to 55) sets of four concrete compression tests.

Our trips will be pro-rated if we are in the area on another project and/or the trip coincides with other testing on the project (i.e., density testing the same time as concrete testing). All testing will be performed in accordance with ACI and ASTM standards.

The fees for our services will be charged on a unit cost basis. For the anticipated work scope, we estimate the cost of our services to range between \$59,200.00. to \$70,350.00, plus applicable sales tax. We will not exceed the estimated total without prior authorization. Monthly invoices will be based on the actual hours and tests performed. Our estimated total does not include services required by change order, outside of the project plans & specifications, for standby time or failing tests.

It is the responsibility of the general contractor (unless delegated to the subcontractor) to provide ample notification for our services. A "General Conditions" sheet is attached as part of our proposal.

GeoTek Engineering and Testing Services, Inc. appreciates the opportunity of being considered for this project. If you have any questions or require additional information, please contact our office.

GeoTek Engineering & Testing Services, Inc.

Shane M. Lindner

Shane M. Lindner
Materials Unit Manager

ACCEPTANCE:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

GENERAL CONDITIONS

SECTION 1: PROJECT INFORMATION

1.1 The Client will make available to GeoTek all known information regarding existing and proposed conditions, requirements, and all other information that may affect the cost, progress, safety, and performance of the work. If new information becomes available during GeoTek's work, Client will provide such information to GeoTek in a timely manner.

SECTION 2: SITE ACCESS AND PERMITS

2.1 Client agrees to render reasonable assistance requested by Consultant to enable performance of tests and/or observations without delay or interference, and, upon request of Consultant, to provide suitable work space.

SECTION 3: SAFETY

3.1 The Client shall inform GeoTek of any known or suspected hazardous materials or unsafe conditions at the work site.

3.2 GeoTek shall only be responsible for the safety of GeoTek employees at the work site.

SECTION 4: SAMPLES

4.1 GeoTek will retain nonhazardous samples for a maximum period of 30 (thirty) days of the date of the report. Upon written request, samples can be shipped or stored at the Client's expense.

SECTION 5: RECORDS

5.1 Documents prepared by GeoTek are considered instruments of services that will remain the property of GeoTek. GeoTek will retain these records for a period of five years, during which time the documents will be available to the Client during normal business hours.

SECTION 6: RESPONSIBILITIES

6.1 The work performed by GeoTek will not relieve other parties of their responsibilities to perform work in accordance with the contract documents or specifications.

6.2 GeoTek is not responsible for the interpretations or modifications of GeoTek's recommendations by other parties.

SECTION 7: STANDARD OF CARE

7.1 GeoTek will perform services consistent with the level of care and skill normally performed by other firms in the same profession at the time of our service, geographic area and under similar budgetary constraints. No other warranty, expressed or implied is made.

SECTION 8: LIMITATION OF LIABILITY AND INDEMNITY

8.1 GeoTek will indemnify and hold harmless and defend the Client against any claim, loss, judgment, liability or expense for damage to any property or for the death or injury to any person caused by or arising from the negligent acts or omissions or willful misconduct of GeoTek, its agents and employees pursuant to the performance of this Agreement

8.2 The Client will indemnify and hold harmless and defend GeoTek against any claim, loss, judgment, liability or expense for damage to any property or for the death or injury to any person caused by or arising from the negligent acts or omissions or willful misconduct of the Client, its agents and employees pursuant to the performance of this Agreement.

SECTION 9: INSURANCE

9.1 Consultant will carry Workers Compensation insurance as required by law. Additionally, Consultant will carry public liability and property damage insurance with a minimum limit of liability of \$500,000 per occurrence and \$1,000,000 aggregate. Certificates of insurance will be provided to Client upon request.

SECTION 10: DELAYS

10.1 If GeoTek is delayed in performance due to any cause beyond its reasonable control, such as strike, fire, act of God, government action, acts of a third party, or the Client, a reasonable time extension for performance of the work shall be granted and GeoTek shall receive an equitable fee adjustment.

SECTION 11: ASSIGNMENTS

11.1 Neither party may assign duties or interest in this agreement without the written consent of the other party. Amendments to this agreement may be amended only by written amendments signed by both the Client and GeoTek.

SECTION 12: PAYMENT

12.1 GeoTek will submit invoices on a monthly basis and a final invoice upon completion of services. Payment is due upon receipt of the invoice and is past due 30 days after invoice date.

12.2 The Client is responsible for informing GeoTek of any disagreements or corrections within 15 days of the invoice date. Unless so informed, the invoices are deemed correct.

12.3 The amount of any excise tax or local, state or federal sales tax that may be imposed is not included in the rates for the services provided. The applicable taxes will be added to the actual billings for services.

12.4 Past due invoices are subject to interest charges of up to 1.5% per month.

12.5 The Client will pay all reasonable litigation expenses or collection expense incurred, including attorney fees that GeoTek incurs in collecting any delinquent amount the Client owes under this agreement.

12.6 Consultant reserves the right to withhold any and all written reports until payment terms are satisfied.

SECTION 13: TERMINATION

13.1 This agreement may be terminated by either party for justifiable reasons after seven days written notice.

13.2 The Client agrees to pay GeoTek for all work performed, including reporting costs to complete the file.

SECTION 14: JURISDICTION

14.1 This agreement shall be construed in accordance with laws of the State in which the project is located.

SECTION 15: SEVERABILITY

15.1 If a provision of this agreement is held to violate a law or regulation, that provision shall be deemed void, but all remaining provisions shall continue in force. The Client and GeoTek will, in good faith, attempt to replace the invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the original intent of the provision.

SECTION 16: ENTIRE AGREEMENT

16.1 This contract represents the entire agreement between the parties, and supersedes all prior representations or agreements.

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:	November 4, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	Community Project Line in Entertainment Tax Fund		
Agenda Item:	Approve Agreement #A2024-44, Partial Alley Closure Joining 6th and 7th between Main and Rowley with Confluence		
Explanation/Background of Agenda Item Requested:	A property owner adjacent to the alley between 7th and 6th Avenues and Main and Rowley Streets expressed safety concerns within this alley. Safety concerns included vehicle traffic through the alley conflicting with pedestrians accessing the parking lots and businesses. There is currently a stop sign with blinking light and pedestrian sign in the alley. The City reached out to Confluence, a landscape architect who completed the design of the Corn Palace Plaza and the Main Street Streetscape to provide preliminary work regarding concepts and costs for potentially closing a portion of the alley. The total contract amount is for a lump sum amount of \$9,000. Concept planning is \$5,800 and 3D site illustrations are \$3,200. Staff recommends Council approval and authorize the Mayor to sign.		

March 1, 2024

Stephanie Ellwein | City Administrator
City of Mitchell
612 North Main Street, Mitchell, SD 57301
Stephanie.Ellwein@cityofmitchellsd.gov

RE: Mitchell Main Street Mercantile Alley Concept Planning - Mitchell, SD

Stephanie:

Thank you for the opportunity to submit this professional services agreement for Landscape Architectural Services as provided herein between the City of Mitchell (Client) and Confluence (Consultant).

We have tailored the following proposal to reflect our recent conversations and our understanding of project goals. Please review this proposal and if you have any questions, comments, or corrections, give me a call and we'd be happy to discuss any necessary adjustments.

A. Project Description

Provide Landscape Architectural planning services based upon the following understanding of the project:

1. The planning limits related to this proposal consist of the alley space between The Mercantile Exchange and the Watering Hole in downtown Mitchell.
2. Potential plaza features may include but are not limited to the following – closure of that portion of the alley to through traffic, enhancements to improve the pedestrian experience, branding and signage opportunities.
3. Final deliverables will include a concept plan and 3D illustration of the final proposed improvements, and a budget for the final proposed improvements.

B. Description of Scope of Services

The following proposed Scope of Services is based on our understanding of the Client's work plan.

TASK 1: CONCEPT PLANNING

1.1 | Preliminary Concept Development

Based upon the input from the Client, the Consultant will prepare two to three draft concept plans for the proposed improvements. The Consultant will review the concepts with the Client and discuss preferences for moving forward. *(Virtual review or review trip as part of other contracted work anticipated)*

1.2 | Concept Revisions

Based upon Client feedback, the Consultant will revise a draft of the final concept and generate an illustrated site plan of the overall concept for the alley improvements. *(Virtual review or review trip as part of other contracted work anticipated)*

1.3 | Development of Final Concept Plan

Based upon Client feedback, the Consultant will revise the final illustrated concept site plan. *(Virtual review or review trip as part of other contracted work anticipated)*

Final deliverable will include the following:

1. Final Concept illustration - 2D plan graphic identifying the proposed improvements.
2. Estimate of probable cost for the final proposed improvements.

TASK 2: 3D SITE ILLUSTRATIONS

2.1 | 3D Site Illustration

The Consultant will generate 3D 'Bird's Eye' illustrations of the overall concept plan characterizing the nature of the proposed vision for the corridor improvements.

C. Exclusions

This proposal does not include topographic or boundary surveying, soil borings & environmental testing, traffic studies, civil/mechanical/electrical/ structural engineering, jurisdictional approvals/building permits, public meetings beyond stakeholder group, website development and public surveys, construction/bid documents, construction staking, construction observation construction testing.

D. Owner's Responsibilities:

1. The Owner shall establish the guidelines for the project and shall provide general background information needed for analysis.
2. The Owner shall furnish any current site base information of the project site(s) as needed beyond the completed topographic survey.
3. The Owner shall furnish, obtain, or direct this firm to obtain at the Owner's expense, additional information concerning of special consultants (soils, hydraulic, etc.), property ownership / lines, easements, topographical character, or any other site information required to complete the services as described in the Scope of Services.

E. Standard of Care

Confluence's professional services will be performed in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, Confluence will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession.

F. Pricing Estimates

Neither Confluence nor Client has any control over the costs of labor, materials, equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, Confluence cannot and does not warrant or represent those bids or negotiated prices will not vary from any established budgetary constraints. Client may perform its own cost analysis or retain its own cost consultant and shall be solely responsible for the accuracy and preparation of cost estimates at each appropriate stage of the project. Confluence will cooperate and work closely with any cost consultant to help ensure that the project can be constructed within any appropriate budgetary constraints.

G. Termination of Services

The Owner or Consultant may terminate work on this agreement at any time with written notification. If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due. Correspondence can be sent to: Confluence, attn: Jon Jacobson, 524 N Main Ave #201, Sioux Falls, SD, 57104.

H. Ownership of Documents

All original documents prepared for this project shall be the property of this firm. A pdf of the final plans and documents will be provided to the CLIENT. The CLIENT agrees not to sell or assign any design documents prepared by CONFLUENCE to anyone without consent of CONFLUENCE.

I. File Data Information

File Data pertains to drawings and related data and information for projects and is provided by Confluence. The File Data is based on original work product and accurately reflects such work product at the time that it is delivered by Confluence to the initial User (the person directly acquiring the File Data). No other representation warranty concerning the File Data is made by Confluence and its use by any person is solely at such person's risk. Likewise, Confluence makes no representations or warranties concerning the original work product, (i.e. base survey) on which the File Data is based. Without Confluence written consent, the File Data shall not be:

1. Modified, added to or rearranged, or
2. used for any purpose or project other than that for which it was originally acquired by the initial User, or
3. provided or sold to any third party, the File Data being solely for the use of the initial User, Confluence's consent may be conditioned on receiving reasonable compensation and/or assurances and indemnities.

It shall be the initial User's responsibility to determine the compatibility of the File Data with the initial User's computer software and hardware, use of the File Data constitutes the agreement of the initial User (or any other user) to the foregoing terms and conditions.

J. Payment

CLIENT shall be invoiced as professional services are completed and reported at Confluence's option, either monthly or at the end of services. CLIENT agrees to pay each invoice within sixty (60) days of its receipt. CLIENT agrees to pay Confluence's cost of collection of all amounts due and unpaid after ninety (90) days, including court costs and reasonable attorney's fees. Confluence shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein Confluence waives any rights to a mechanics' lien, or any provision conditioning Confluence's right to receive payment for its professional services upon payment to CLIENT by any third party. These General Conditions are notice, where required, that Confluence shall file a lien whenever necessary to collect past due amounts.

K. Late Payments

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of Confluence, in the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

L. Entire Agreement

This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

M. Form of Agreement

Return of one (1) copy of this letterform of contract, signed and dated in the spaces provided, will constitute your acceptance of this proposal and provide authority for proceeding to accomplish this work.

N. Indemnification

The Client shall indemnify and hold harmless Confluence and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of, or resulting from, the performance of professional services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Confluence), or anyone for whose acts any of them may be liable.

O. Limitation of Liability:

To the maximum extent permitted by law, the Client agrees to limit the Landscape Architect's liability for the Client's damages to the sum of \$75,000. or the Landscape Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

P. Anticipated Schedule:

We anticipate task items 1 and 2 to take approximately two months to complete, from the date of approval of contract and project kick off workshop.

Q. Fees and Expenses

Task 1.1 thru 1.3: Concept Planning **\$5,800.00** (*lump sum*) plus applicable taxes and reimbursable expenses

Task 2.1: 3D Site Illustrations **\$3,200.00** (*lump sum*) plus applicable taxes and reimbursable expenses

Reimbursable expenses, including travel, long-distance telephone, and printing are in addition to the proposed fees and will be billed in accordance with the rates shown on the attached rates and expenses schedule.

R. Extra Work and Continuation of Services

If, during the progress or upon completion of the work outline in the Scope of Services, the Owner finds it desirable or necessary to cause this Consultant to perform additional services other than those outlined in the Scope of Services, the hourly schedule and reimbursable expense schedule may apply or a project fee may be negotiated.

If you have any questions, please give me a call to discuss.

Respectfully,

Approved:



Lyle Pudwill, ASLA
Associate Principal
Confluence
440 E. 8th Street, Suite 121
Sioux Falls, South Dakota 57103

Stephanie Ellwein (Date)
City Administrator
City of Mitchell
612 North Main Street, Mitchell, SD 57301

cc: Jon Jacobson, Senior Principal – Confluence
jjacobson@thinkconfluence.com

EXHIBIT 'A' – Project Area Photos





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:
After receiving initial application materials, the TIF Review Committee met to determine if the project plan included all the information required by law and ordinance. After all revisions, the project plan does now appear to meet all requirements of state and local law. The Planning Commission met and held a hearing on the matter on October 28, 2024. The commission voted in favor of setting the boundaries described in the project plan and recommended adoption of the project plan. This TIF would function the same as the last few City TIFs where debt is not issued against the TIF. The city passes on the increment to the developer as the increment is generated. This means that any risk that the TIF does not generate the anticipated funds falls on the recipient, not the City, and that the TIF requested dollars will not count as constitutional debt against the City. The Developer will also certify costs for reimbursement and has agreed to waive the discretionary formula.

Project funds are classified as grants which the developer may use to offset eligible project costs as described in the Project Plan. Planning Commission minutes are included for council reference. All required findings and statements to create and approve TIF 38 are contained within the proposed resolution.

RESOLUTION R2024-69

A RESOLUTION PROVIDING FOR THE CREATION OF CITY OF MITCHELL TAX INCREMENTAL DISTRICT NUMBER THIRTY-EIGHT

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Thirty-Eight (TID 38) and to define the district's boundaries; and

WHEREAS notice of the hearing before the city planning commission was provided pursuant to SDCL 11-9-3; and

WHEREAS, the City of Mitchell Planning Commission held a hearing on October 28, 2024 at which any interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a tax incremental district; and

WHEREAS the City of Mitchell Planning Commission after said hearing has recommended the proposed plan for Tax Incremental District Number Thirty-Eight and has recommended its creation, setting the boundaries as listed in the project plan, and recommending adoption of the project plan.

THEREFORE, IT IS HEREBY RESOLVED:

1. Pursuant to SDCL 11-9-5, there is hereby created, as of November 4, 2024, the City of Mitchell Tax Incremental District Number Thirty-Eight (TID 38). TID 38 is legally described as follows:

Lot R-1 of Depot Second Addition to the City of Mitchell, lying in the SE ¼ of Section 21, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, according to the plat filed in Book 21 of Plats, page 39 on September 16, 2005 in the office of the Register of Deeds, Davison County, South Dakota.

with a map showing said boundaries included in the Project Plan presented to Council on November 4, 2024.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 38 was held on October 28, 2024.
3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:
 - a. Pursuant to SDCL 11-9-8, not less than fifty percent (50%) by area of the real property within the proposed tax increment district will stimulate and develop the general economic welfare and prosperity of the City of Mitchell and State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources;
 - b. Further pursuant to SDCL 11-9-8, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 38;
 - c. Pursuant to SDCL 11-9-13, the project plan for TID 38 includes information satisfying each of the 5 requirements contained therein;

- d. Pursuant to SDCL 11-9-16, the project plan for TID 38 includes information satisfying each of the 6 requirements contained therein; and
 - e. The plan is feasible and in conformity with the master plan of the City.
 - f. The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts does not exceed ten (10%) percent of the total assessed valuation of the City.
 - g. TID 38 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
4. Based on the findings in Section 3 above, the City hereby approves and adopts the project plan and the proposed boundaries as recommended by the City of Mitchell Planning Commission.
5. The City hereby directs the City of Mitchell Finance Officer to take such action as is deemed necessary to accomplish SDCL 11-9-20.
6. There is hereby created, pursuant to SDCL 11-9-31, the Tax Incremental District Number Thirty-Eight Fund (TID 38 Fund).
7. All tax increments collected pursuant to TID 38 shall be deposited into the TID 38 Fund.
8. All funds in the TID 38 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.
9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.
10. The project plan is on file with the City of Mitchell Finance Officer.
11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

Adopted by the Mitchell, South Dakota City Council in regular session this ____ day of November, 2024, with:

____ votes cast in favor of adoption,
____ votes cast against adoption, and
____ votes abstaining.

Jordan Hanson, Mayor

Attest:

Michelle Bathke, City Finance Officer

(seal)

Tax Incremental District

Number 38

City of Mitchell, SD

Economic Development Project Plan

In conjunction with

Palace Brewing LLC, Developer



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Introduction

Tax Increment Financing (TIF) is an incentive utilized by local governments to attract private development and investment. New investment equals new jobs, more customers, and in turn, more investment opportunity. Additionally, TIFs are used to clean up blighted areas located within a city. The incentive can also help attract and retain existing businesses and/or new businesses and workers that might otherwise find more attractive options elsewhere. The jobs and additional investment, both private and public, mean more money for the community. Tax Increment Financing helps to overcome costs that often prevent redevelopment, to include demolition and remodel costs in blighted areas of a community, and private investment from occurring in the community. As a result, the TIF area itself improves and property values increase.

Specifically, money for improvements and other incentives comes from the growth in property tax revenues - the tax increment. A tax increment is the difference between the amount of property tax revenue generated from property within the TIF district before TIF district designation and the amount of property tax revenue generated from property within the TIF district after TIF designation. Property taxes collected on properties included in the TIF at the time of its designation continue to be distributed to the city, school district, county and all other taxing districts in the same manner as if the TIF district did not exist. Only property taxes collected as a result of the incremental increase in the value of these properties after formation of the TIF district are available for use by the counties or cities to fund projects costs in the TIF district.

In addition to increasing property valuation, creating a Tax Increment District for the benefit of economic development can mean revitalizing downtown/core business districts of cities in South Dakota that have deteriorated over time, causing businesses to leave the downtown area and relocate, sometimes in other communities, leading to a “blighted” downtown core business area. It is up to local communities to attempt to revitalize and bring downtown districts back to “life” by maintaining historic downtown buildings, providing remodeled and attractive housing options in the downtown business area and new retail businesses. Using Tax Increment Financing is one of the most powerful economic development that helps accomplish revitalizing “blighted” areas which, in turn, creates jobs and economic development, to include additional sales tax for cities local communities and the State of South Dakota.

A local government, per South Dakota Codified Law, Chapter 11-9, can designate a specific area within its boundaries as a redevelopment area appropriate for a TIF district and prepare a plan for development. TIF projects must be recommended for approval by the County or City Planning Commission and the County or City Commission/Council.

Purpose & General Definitions as used in this Plan

The property upon which this Tax Incremental District (TID) is proposed to be implemented is located within Davison County, South Dakota, and is located within the city limits of the City of Mitchell.

As such, the creation of City of Mitchell TIF #38 shall be conditioned upon the creation of the District by resolution, and the establishment of the TID boundaries and approval of the TID Project plan by the City of Mitchell Planning and Zoning Commission along with the City Council.

The purpose of this Plan, to be implemented by the City of Mitchell, South Dakota is to satisfy the requirements for a Tax Increment District Number #38 as specified in SDCL Chapter 11-9. The principal purpose of the Plan is to define eligible property and to define a Tax Increment Plan for funding eligible activities in an eligible area of the City. The Plan will describe the boundary, estimated costs, feasibility and fiscal impact of the District.

This Plan was prepared for adoption by the City Council in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development and accomplish the City's development objectives for improving the continued viability by promoting economic development within the City, and specifically the City's "Downtown Core Business District."

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development and redevelopment, and to promote economic development throughout the District. The project will not proceed and is not economically feasible but for the use of Tax Incremental Financing.

Development in the area is anticipated to occur starting in January of 2024, with the potential for tax increment financing to provide the impetus and means to undertake this development at faster pace than might occur otherwise, but more importantly to ensure that the City's Core Downtown Business District continues its revitalization of Mitchell "Main Street" and nearby businesses.

The following terms found in this Plan are defined as the following:

"Base" or "Tax Incremental Base" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

"Blighted or Economic Development" SDCL § 11-9-8.

- (1) Not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and
- (2) The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

"City Council" means the City of Mitchell, South Dakota

"Calendar Year" means the starting date of January 1 to an ending date of December 31.

"Department of Revenue" means the South Dakota Department of Revenue.

"Developer" means Palace Brewing LLC.

"Developer's Agreement" means the agreement between Developer and City of Mitchell concerning this Tax Incremental District.

"District" means the Tax Incremental District.

"Economic Development" means all powers expressly granted and reasonably inferred pursuant to SDCL § 9-54.

"Fiscal year" means that fiscal year for City of Mitchell.

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means the Mitchell City Council, South Dakota.

"Grant" means the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality;

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Plan" means this Project Plan.

"Planning Commission" means the Mitchell City Planning Commission South Dakota

"Project Costs" means any expenditure or monetary obligations by City of Mitchell, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by City of Mitchell in connection with the implementation of this Plan.

"Project Plan" means a properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL§ 11-9-1 3.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the County and Project Costs.

"Taxable Property" means all real taxable property located in a Tax Incremental District.

"Tax Incremental District" means a contiguous geographic area within a County defined and created by resolution of the governing body and named City of Mitchell Tax Incremental District #38.

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to §11-9-19.

"Tax Increment Law" means South Dakota Codified Laws Chapter 11-9.

Creation of City of Mitchell, South Dakota TID #38

Palace Brewing LLC, a South Dakota limited liability company made up of Mitchell residents, has purchased an empty commercial building and real property located at 227 W. Railroad Street, Mitchell, South Dakota, hereinafter the “Palace City Brewing Building.” At the time of the purchase, the Building had no utilities connected to it and had, at one time, been used for cold storage, but it has been empty for a number of years. The property also contains a cement block building that has totally been abandoned and has fallen into total disrepair. The Developer has approached officials with City of Mitchell regarding the possibility of creating a Tax Incremental Financing District (“TID”) to assist in the Project Costs within the Plan on land which is located within City of Mitchell, South Dakota, to demolish the existing cement block building and totally gut and reconstruct the Palace City Brewing Building. As presented by the Developer, the TID will consist of one phase, as follows:

Reconstruct the Palace City Brewing Building to allow it to be utilized for a new business to the City of Mitchell—a local brewery. Although a number of surrounding communities have local breweries, this will be a first for the City of Mitchell. The plans call for the reconstruction and remodeling of the aged dilapidated building consisting of two floors and a basement. The project will include a total remodel. The first floor will house the brewing equipment and be the primary space utilized for the serving of beer brewed at the brewery to patrons. The second floor will serve as either an event space or overflow area for the first floor. The basement will be used for storage and barrel cellaring. It is anticipated that the Palace City Brewing Building renovation shall be completed by the fall of 2024, and, as stated above, the project will also consist of demolition of the existing cement block building. The Developer has indicated that the project will not proceed and is not economically feasible but for the use of Tax Incremental Financing for the Project.

Timing and weather permitting, Developer intends to begin remodel/construction on the Palace City Brewing Building in the spring of 2024 with a completion date by late fall 2024.

Property within Tax Increment District #38

The real property to be located within the Tax Increment District is legally described as follows:

Lot R-1 of Depot Second Addition to the City of Mitchell, lying in the SE ¼ of Section 21, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, according to the plat filed in Book 21 of Plats, page 39 on September 16, 2005 in the office of the Register of Deeds, Davison County, South Dakota. Furthermore, Developer is, the sole owner of all real property to be included in the TID.

A map of the TIF boundary area (in cyan) is depicted below:



Taxable Value of City of Mitchell

State law requires that tax increment districts cannot exceed ten percent of the taxable value of City of Mitchell. The current value for City of Mitchell is approximately \$1,584,609,382. The base value of the taxable property for inclusion into this Tax Incremental District #38, as per the Director of Equalization's records is \$8,496.

11-9-7. Maximum percentage of taxable property in municipality permitted in districts. In order to implement the provisions of this chapter, the resolution required by § 11-9-5 shall contain a finding that the aggregate assessed value of the taxable property in the district plus the **tax incremental base of all other existing districts does not exceed ten percent** of the total assessed value of taxable property in the municipality.

Total base value of active TIF Districts in City of Mitchell, South Dakota is as follows:

TIF #	Certified Base Value State of South Dakota Department of Revenue City of Mitchell
8	\$6,002,565
9	\$50,400
14	\$37,850
16	\$5,005,495
19	\$13,370
20	\$151,890
21	\$125,082
23	\$3,004,275
24	\$401,798
26	\$0
27	\$1,002,685
28	\$2,119,490
29	\$397,815
30	\$55,610
31	\$615,554
32	\$1,557,071
33	\$818,913
34	\$1,272,180
35	\$132,640
36	\$221,229
37	\$79,277
38	\$93,065
Total Base Value(s)	\$23,158,254

The total value of all active TIF districts in City of Mitchell is less than ten (10) percent of total taxable value in the City. Using the estimates provided, with TID #33 included, the total Tax Increment Districts combined is less than 2% when compared to the 2022 Taxable Valuation.

Kind, Number, Location and Detailed Costs of Proposed Public Works and Improvements. SDCL § 11-9-13(1).

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred.

The City is working to develop an economic and competitive base to benefit the City and the State of South Dakota as a whole. All Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes economic development which is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The City shall enter into all contracts in accordance with South Dakota law.

A combination of private investment and tax increment financing will assist progress toward the overall objectives of both the City of Mitchell and the Developer. The Palace City Brewing Building will play a substantial part of a larger mission of the City of Mitchell which includes:

- To recruit new business(s) to the City of Mitchell
- To retain and expand existing business(s) within the City of Mitchell
- To address and remedy conditions in the area that impair or arrest the sound growth of City of Mitchell;
- To effectively utilize undeveloped and underdeveloped land;
- To ultimately contribute to increased revenues for all taxing entities;
- To improve areas that are likely to significantly enhance the value of substantially all property in the district.

Costs of Public Works or Improvements

In accordance with SDCL § 11-9-14 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

Although the estimated costs of the Project are approximately \$2,900,000 (between construction costs and the costs of business personal property), Developer is requesting a TIF in the amount of \$500,000, and will pay the remaining amount through self-funding. The requested TIF amount is set forth in the table below:

Kind of Project	Location ¹	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (Cleaning & grading of land & associated costs)	District		11-9-15(1)
Financing Costs	District		11-9-15(2)
Real Property Assembly	District		11-9-15(3)
Professional Fees	District		11-9-15(4)
Administrative Costs	District		11-9-15(5)
Relocation Costs	District		11-9-15(6)
Organizational Costs	District		11-9-15(7)
Discretionary Costs and Grants	District	\$500,000	11-9-15(8)
Eligible Project Costs		\$500,000	

¹ District shall mean the Tax Increment District.

² SDCL §11 -9-15

- (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;
- (2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;
- (4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;
- (5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;
- (6) Relocation costs;
- (7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and
- (8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

Estimated costs for non-project costs and TIF eligible costs may vary from actual costs incurred during construction. The grant to Developer is not controlled by the individual line items for TIF eligible costs. TIF proceeds may flow through to Developer for certified TIF eligible expenses, without respect to a particular line item, based on the actual costs incurred for those TIF eligible expenses up to the total authorized TIF request amount of \$500,000.

*Costs incurred may be allocated and may be completed in any order.

Expenditures Exceeding Estimated Cost

Any expenditures which in sum would exceed the total amount of the TID amount of \$500,000 will require an amendment of this Plan. All amendments would be undertaken pursuant to SDCL §11-9-23.

When the expenditures within the Plan are increased in excess of the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

If the Project Costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to re-determine the tax increment base when additional Project Costs are added to a plan. SDCL §11-9-23.

Developer's Agreement

The City of Mitchell will enter into a Developer's Agreement with Developer with the following as the guidelines for the Agreement:

Financing Terms:

- Amount. The total amount of the TIF will not exceed \$500,000.
- Interest Rate. There may be no interest rate associated with this TIF.
- Length. The TIF will not exceed 20 calendar years from the year of creation.
- Expiration. The TIF will expire at the end of 20 years or when the \$500,000 has been paid out in tax payment to the Developer from the taxes generated within the District, whichever comes first.

Legal Terms:

- Should the State of South Dakota not classify the TIF as economic development, the TIF will not be finalized and will cease to exist.
- Any owners of real property located within the TIF District will waive their right to the discretionary tax abatement.

Conditions of the Developer Agreement relating to Constitutional Debt:

The exclusive funding mechanism for this TID will be a grant pass-through of positive tax increment from the TID receipted into the TIF Fund. It is specifically a condition of the proposed Developer's Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The City shall have no obligation to commit any City funds from any other source into the TIF Fund other than the positive tax increment from the TID receipted into the TIF Fund. It is also to be specifically agreed that the City has made no representation that the proceeds from the TIF Fund shall be sufficient to retire any indebtedness incurred by Developer. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID to 20 years from the year of creation. As such, it is further understood that the amount of \$500,000 will be the maximum amount the City will ever pass on acting as a conduit for TIF #38 for eligible project costs.

All TIF revenue will be passed onto the Developer as a grant until the full amount has been paid or 20 years from the year of creation, whichever happens first. The

payment of tax increment funds under this Agreement is a grant under SDCL Chapter 11-9 (the "Grant"). The Grant is a personal property right vested with the Developer on the effective date of the Developer Agreement. The City will grant this amount to the Developer and thus not have to account for any assets on the City's financial statement. The Developer will be responsible for obtaining their financing and the City will not be liable for any Developer debt.

Upon completion of the construction of project involving eligible project costs, the Developer shall certify to the City's Finance Officer the eligible project costs in sufficient detail to determine that payment of grant funds is solely for eligible project costs. The Developer shall provide contractor/supplier invoices or other supporting documentation upon request of the Finance Officer. Upon certification and verification of eligible project costs, the City shall pass-through all available tax increment fund revenues not to exceed \$500,000 in a manner consistent with this section.

Given that the exclusive funding mechanism for this TID is the grant pass-through of positive tax increment from the TIF Fund, that no tax increment bonds will be issued in relation to this TID, and that the City shall have no obligation to commit other City funds, the City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. In recognition that the City cannot appropriate funds that no have accrued, the City's exclusive obligation shall be to budget and appropriate the positive tax increment from the TID receipted into the TIF Fund on an annual basis during the City's then current fiscal year, as may be required. Notwithstanding anything to the contrary contained in the proposed Agreement, the City hereby acknowledges and agrees that the obligations of the City under this Agreement are a material inducement for Developer to incur various development and construct improvements upon the TID property and the failure to pay tax increment to Developer will be financial detrimental to future improvements on said property.

If at any time during the term of this Agreement, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, and if the TID is eligible to be terminated pursuant to SDCL 11-9-46, then the Agreement shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City.

Developer Terms:

- Palace Brewing LLC will act as the Developer and all TIF proceeds will flow to Developer.
- Developer will certify the costs to the City for reimbursement.
- The City of Mitchell reserves the right to charge an annual administration expense. This fee will be used to offset any future expenses that may occur due to reporting. The amount will not exceed \$5,000.00 in a calendar year.
- The Developer agrees to waive the discretionary formula for all construction within the TIF.

Detailed List of Estimated Project Costs

Attached as Schedule 1 is a detailed list of estimated Project Costs as per SDCL § 11-9-13(3). No expenditure for Project Costs is provided for more than five years after the District is created.

Feasibility Study

An economic feasibility study per SDCL § 11-9-13(2) is attached as Schedule 2.

Economic Development Study

Not less than 50% of the area within the proposed district will stimulate and develop the general economic welfare and prosperity of the state through commercial, manufacturing and agricultural development as evidenced by the Economic Development Study attached as Schedule 3.

Fiscal Impact Statement

Attached is Schedule 4, a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the TIF advances are repaid, upon all entities levying property taxes in the District. Required as per SDCL § 11-9-13(4).

Method of Financing, Timing of Costs and Monetary Obligations

The payment of Project Costs is anticipated to be made by the City to Developer from the special fund of the Tax Incremental District. SDCL § 11-9-13(5). Pursuant to the Developer's Agreement, the City will pay to the Developer all available tax increment funds it receives from the District.

Maximum Amount of Tax Incremental Revenue

The maximum amount of tax incremental revenue bonds or monetary obligations to be paid through Tax Increment District #38 shall be the amount sufficient to reimburse the City for the payments made for Project Costs and pay all tax increment bonds or monetary obligations in an amount not to exceed \$500,000 principal and interest or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District. The final terms and conditions will be set forth in the Developer's Agreement

Duration of Tax Incremental Plan

The duration of the Plan will extend to the number of years it will take for the reimbursement of the City and the extinguishment of TIF monetary obligations, except that the Plan duration **shall not exceed 20 calendar years** of revenue from the date of creation of the District.

Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The site will generate taxes to the local jurisdictions at or above the assessed value of the Base. All taxing districts shall receive that base which will be the value set for 2023 taxes

payable in 2023. The tax increment will be available to the taxing jurisdictions at or before twenty (20) years after the creation of the District. Schedule 5 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds and monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value and the tax incremental values.

Conditions Map, Improvements Map, Zoning Change Map

The Conditions map, SDCL § 11-9-16(1), is included as Attachment 2.

The Improvements map, SDCL § 11-9-16(2), is included as Attachment 3.

The Zoning Change Map, SDCL § 11-9-16(3), is included as Attachment 4.

Changes to the City of Mitchell Comprehensive/Master Plan/ Map, Building Codes & County Ordinances per SDCL § 11-9-16(4)

No changes to City ordinances nor the City Master Plan are required.

List of Estimated Non-Project Costs

The following is a list of the Non-Project Costs per SDCL § 11-9-16(5). All costs are listed as taxable value; actual non-project costs will exceed the following amounts.

Item	Amount
Non-Project Costs	\$1,914,235
TOTAL	\$1,914,235

Statement of Displacement and Relocation Plan

No residents or families will be displaced by the Project. SDCL § 11-9-16(6)

Performance Bond Surety Bond or other Guaranty

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest. This additional security may be provided for in a Developer's Agreement.

List of Schedules

SCHEDULE 1 - Estimated Project Cost

SCHEDULE 2 - Economic Feasibility Study

SCHEDULE 3 - Economic Development Study

SCHEDULE 4 - Fiscal Impact Statement

SCHEDULE 5 - Estimated Captured Taxable Values

List of Attachments

Attachment 1 - Descriptions of Real Property

Attachment 2 - Conditions Map, SDCL § 11-9-16(1)

Attachment 3 - Improvements Map, SDCL § 11-9-16(2)

Attachment 4 - Zoning Change Map SDCL § 11-9-16(3)

Schedule 1 – “Detail of Project Costs”

Kind of Project	Number of Projects	Location ¹ above	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (Cleaning & grading of land & associated costs)		District		11-9-15(1)
Financing Costs		District		11-9-15(2)
Real Property Assembly		District		11-9-15(3)
Professional Fees		District		11-9-15(4)
Administrative Costs		District		11-9-15(5)
Relocation Costs		District		11-9-15(6)
Organizational Costs		District		11-9-15(7)
Discretionary Costs and Grants	1	District	\$500,000	11-9-15(8)
Eligible Project Costs			\$500,000	

Estimates of TID Eligible Project Costs Requested

The City of Mitchell has determined that this will be an economic development Tax Increment District, thus the eligible cost will be in the form of a grant that will not exceed \$500,000. This is a permitted use under SDCL 11-9-15. See Page 10 for statutory reference.

Palace Brewing Building Renovation Costs			
	TOTAL COST	DEVELOPER COSTS	REQUESTED TIF COSTS
Procurement & Contracting	\$ 16,612.00	\$ 16,612.00	
General Requirements	\$ 413,376.00	\$ 413,376.00	
Existing Conditions	\$ 100,964.00	\$ 100,964.00	
Concrete/Masonry/Tuckpointing	\$ 89,094.00		\$ 89,094.00
Metals	\$ 78,599.00		\$ 78,599.00
Wood, Plastics & Composites	\$ 109,271.00	\$ 109,271.00	
Thermal & Moisture Protection	\$ 131,522.00	\$ 131,522.00	
Openings	\$ 76,786.00		\$ 76,786.00
Finishes	\$ 111,323.00	\$ 111,323.00	
Specialties	\$ 43,857.00	\$ 43,857.00	
Furnishings	\$ 140,827.00	\$ 140,827.00	
Fire Suppression	\$ 46,720.00		\$ 46,720.00
Plumbing (50%)	\$ 123,974.00	\$ 61,987.00	\$ 61,987.00
HVAC (75%)	\$ 140,627.00	\$ 35,156.75	\$ 105,470.25
Electrical (75%)	\$ 163,973.00	\$ 40,993.25	\$ 122,979.75
Earthwork	\$ 1,086.00	\$ 1,086.00	
Elevator	\$ 260,000.00		\$ 260,000.00
Exterior Improvements ✦	\$ 123,801.00		\$ 123,801.00
Utilities ★	\$ 88,816.00	\$ 88,816.00	
Business Personal Property	\$ 618,444.00	\$ 618,444.00	
Professional Fees ✦	\$ 25,000.00		\$ 25,000.00
TOTALS	\$ 2,904,672.00	\$ 1,914,235.00	\$ 990,437.00

Total Project Costs: \$2,904,672

TIF Proceeds Requested: (\$500,000)

Developer Costs: \$2,404,672

The above figures represent estimates. Costs described above are non-exhaustive, hence Developer is likely to incur costs in excess of the numbers used here. See line items breakdowns on the following page.

★ While utilities would be an acceptable TIF expense, due to the size of the TIF requested in comparison to the number of eligible costs, Developer has elected to decline seeking reimbursement for utility costs associated with this project.

✦ See costs information provided on following page.

Palace Brewing Renovation Costs Information

Existing Conditions – the state of the construction site and its surrounding prior to new construction beginning. Costs are incurred in preparing the building, based on its then condition, to withstand the subsequent construction projects (i.e. structural integrity is ascertained and addressed as part of this process).

Exterior Improvements – Construction of: two-level deck and stairs with rails; patio area, painting, tuckpointing, windows, doors, and more.

Professional Fees – Engineering and Legal fees

Schedule 2 - "Economic Feasibility Study"

Developer has approached the City of Mitchell regarding the possibility of creating a Tax Incremental Financing District to assist with help in offsetting the costs associated with the demolition of an existing building and the restructure/remodel of a second building to be utilized as a brewery.

The Palace City Brewing Building is an aged downtown building located in the City's core downtown business district, near the corner of West Railroad Avenue and South Rowley Street. The building has fallen into a state of total disrepair with cracks, leaks, varmints and 2 dilapidated, non-functioning elevators. The entire building has been unoccupied for many years and numerous repairs are needed to open and occupy the premises for any purpose, including tuckpointing, repair/replacement of walls, windows, and a new roof. If not made, the above issues will continue to worsen and requiring the Palace City Brewing Building to be demolished as a "nuisance property." Additionally, there is an abandoned cement block building which is located on the property which has fallen into total disrepair and is a nuisance property now. This building will be demolished as part of this project.

Renovation/Reconstruction Project

The purchase of the real property and the renovation/reconstruction project of the Palace City Brewing Building is estimated to be in the approximate amount of \$2,900,000; however, Developer is using the amount of 1,550,000 in additional assessed value over and above the current assessed value as an approximate full and true assessment value as a "conservative estimate."

Renovation/Reconstruction will consist of the following:

- Bat mitigation;
- Demolition of existing interior;
- Concrete reinforcement;
- Cast in place concrete;
- Masonry/tuckpointing;
- Metal fabrication;
- Rough carpentry;
- Decks – interior/exterior
- Interior stairs

- Wall beam reinforcement
- Thermal and moisture protection
- Finishing;
- Specialties;
- Equipment;
- Furnishings;
- Elevators;
- Fire suppression;
- Plumbing;
- HVAC;
- Electrical;
- Bringing utilities to the project area;
- Earth work; and
- Exterior improvements.

The City has been asked to create a Tax Increment District to help offset the nuisance removal, renovation/remodel and construction costs associated with Project. This feasibility study provides that a portion of the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9), with the balance of the costs to be paid by the Developer. Tax increment financing is an indispensable self-financing tool used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area ("tax increment financing district") is established as the "base value." As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved project costs.

Tax increment financing is permitted only in connection with a "Project Plan" duly adopted by the City. The property is currently taxable at \$8,496. The improvements to be made to the property, to include the purchase price for the real property, are estimated to be in the approximate amount of \$2,900,000. The estimated increment resulting from the improvements would be approximately \$1,550,000 annually in new taxes once fully developed. Since only positive tax increment will be applied, the proposed project is feasible.

All of the project costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

For purposes of this Project Plan, the Developer is projecting that the remodel of the Palace City Brewing Building will be fully completed by late fall 2024. It is anticipated that the Developer will procure financing to fund the TID improvements through Developer-advanced funds (self-financing), however, should the self-funding become unfeasible, the Developer may seek other financing at Developer's sole risk and expense. Developer shall not use TIF proceeds for any interest or fees associated with any such alternative financing. The City at no time shall ever be responsible for any loan the Developer secures. The City's role is to simply act as a conduit for the tax revenue and pass on all positive increment to the Developer, of which, will never exceed \$500,000 in total payments, or 20 years, whichever comes first.

A portion of the development within the District could qualify for the discretionary tax abatement. However, City of Mitchell TIF regulations require a developer to waive the “real property” discretionary formula as a condition of approving a TIF. Developer is aware of this requirement.

For purposes of this Project Plan, it is anticipated no increment generated by City TID #38 will be available until calendar year 2026 and thereafter. The calculation of the estimated tax increment valuation and tax generated for City of Mitchell TID #38 is presented in the table below.

**TID TAX REVENUE ESTIMATES AVAILABLE
FOR CITY OF MITCHELL TID #38**

Revenue Assumptions / Feasibility Study

Levies are based on 2023 payable in 2024

Construction Year	Valuation Year	Revenue Year	Valuation Increments	Valuation Total	Davison County	City of Mitchell	JR	Mitchell School District	Total Mill Rate*	Non-Ag Factor	Total Revenue Increment	Cumulative Amt Paid
2024	2025	2026	\$ 1,550,000.00	\$ 1,550,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 26,479.86
2025	2026	2027			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 52,959.72
2026	2027	2028			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 79,439.59
2027	2028	2029			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 105,919.45
2028	2029	2030			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 132,399.31
2029	2030	2031			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 158,879.17
2030	2031	2032			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 185,359.04
2031	2032	2033			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 211,838.90
2032	2033	2034			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 238,318.76
2033	2034	2035			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 264,798.62
2034	2035	2036			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 291,278.48
2035	2036	2037			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 317,758.35
2036	2037	2038			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 344,238.21
2037	2038	2039			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 370,718.07
2038	2039	2040			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 397,197.93
2039	2040	2041			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 423,677.80
2040	2041	2042			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 450,157.66
2041	2042	2043			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 476,637.52
2042	2043	2044			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 26,479.86	\$ 503,117.38
2043	2044	-										
2044	-	-										

Valuation Increment * Non-Ag Factor * Total Mill Rate

True & Full Value of Improvements \$ 1,550,000.00
Assessed Value of Improvements \$ 1,415,150.00

Assumptions:

* Assumes Mill Levies remain constant for the duration of the TIF

Notes:

* These numbers are for projection purposes only and do not reflect what the actual number(s) may be. The projection numbers are based on assumptions provided by the developer.

Schedule 3 - "Economic Development Study"

SECTION 1 - INTRODUCTION

The City has been approached concerning the creation of a tax increment district located within City limits. In order to determine whether a tax increment district (TID) may be created, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

SECTION 2 - STUDY AREA BOUNDARY

The Study Area is described as the area depicted on the map attached to this Project Plan. (Attachments 1 and 2).

SECTION 3 - ESTABLISHING ECONOMIC DEVELOPMENT

South Dakota law describes economic development as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The area making up the boundaries of proposed City of Mitchell TID #38 currently consists of an un-occupied, deteriorating two-story building with a number of structural problems. The property also has an abandoned cement block building located on the property in need of demolition. The new brewery will bring an empty building back to life and add a new business to Mitchell's core Main Street area in an age where business have been closing on Mitchell's Main Street. The business will employ up to four (4) full-time employees and a minimum of fifteen (15) part-time employees. In an era of downtown buildings being demolished and loss of business in the downtown core, this project will cleanup an area in Mitchell's core downtown business area and add a new business that will attract people to the downtown area as a compliment to other downtown retail and food businesses.

SECTION 4 - FINDING THAT THE IMPROVEMENTS TO THE AREA ARE LIKELY TO ENHANCE SIGNIFICANTLY THE VALUE OF SUBSTANTIALLY ALL OF THE OTHER REAL PROPERTY IN THE DISTRICT

It is specifically found that once the improvements set forth within City of Mitchell TID #38 Project Plan are commenced the improvements enhance significantly the value of substantially all of the other real property in the District and will help the entire City core business district continue to develop, adding sales tax dollars to the City and to the State of South Dakota.

SECTION 5 - CONDITIONS WITHIN THE STUDY AREA; LAND USE AND PLANNING LAND USE, PLANNING AND COMPREHENSIVE PLAN

The City of Mitchell Comprehensive Plan is consistent with the proposed use of the District.

SECTION 6 - FINDINGS WITHIN THE STUDY AREA ANALYSIS

In accordance with state law, it is found that not less than fifty percent (50%) by area of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, and natural resources, and it is found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accord with SDCL 11-9-8(1) and (2).

The study area currently consists of an un-occupied two-story building that has numerous structural issues. The Developer is proposing to renovate and bring back to life the Palace City Brewing Building with new commercial dining/event space on the first floor. The second floor will serve as either an event space or overflow area for the first floor. The basement will be used for storage and barrel cellaring. The collective improvements to the building will eliminate what is currently a blighted building near the City's core downtown area.

In accordance with State Law, the following addresses specific characteristics of economic development are found within the Study Area with corresponding portions of 11-9-8 and 11-9-11:

The investment of approximately \$2,500,000 in the study area will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of commerce. More than fifty percent, by area, of the real property within the District will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of commerce. The development will cause more employment and will clear a partially "blighted" building structure near the City's core downtown area and bring another abandoned building in this area back to life. The completion of the project will generate additional economic activity through commerce and development.

Schedule 4 - "Fiscal Impact Statement"

Fiscal Impact Statement City of Mitchell- Tax Increment District #38

INTRODUCTION

The fiscal impact statement is intended to provide a succinct analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-13 (4). It is not intended to rival the level of detail required by a detailed financial analysis. A fiscal impact statement shows the impact of the Tax Increment District, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the District.

DEFINITIONS

"Assumptions" means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

"Base Revenues" means the taxes collected on the base value.

"Fiscal Impact" means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

"Revenue" means ad valorem taxes.

"Tax Increment District" means City of Mitchell, Tax Increment District Number 29.

"Taxing Districts" means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

"Tax Increment Revenues" means all revenues above the Base Revenues.

ASSUMPTIONS

- (1) The property will have improvements which at completion will be valued for taxable purposes at \$1,415,150.
- (2) The average tax levy of all taxing districts will be \$18.7117 per thousand dollars of taxable valuation.
- (3) Tax increment will start to be collected in 2026 and end prior to 2044.
- (4) The discretionary formula will be waived by Developer.

FISCAL IMPACT

The total fiscal impact upon the taxing entities during the term of the Tax Increment District is as follows:

Valuation Assumptions	Current Assessed Value	Project Assessed Value with Improvements	Positive Increment
TIF Area	\$93,065	\$1,508,215	\$1,415,150

Schedule 5 - "Estimated Captured Taxable Values"

For purposes of this Project Plan, Developer assumes that **Developer will elect not to use the real property tax discretionary formula** currently utilized in City of Mitchell, South Dakota, pertaining to payment of real property taxes (i.e., 20% Year 1; 40% Year 2; 60% Year 3; 80% Year 4; and 100% Year 5).

It is further assumed, for purposes of this Plan, that the remodel of the Palace City Brewing Building will be completed by late fall 2024, with the improvements estimated to be assessed in the approximate amount of \$1,550,000, which will generate \$26,480 in annual real property taxes upon completion.

*Actual valuation shall depend upon the value determined by the Davison County Director of Equalization when assessed, with the application of dollars-per-thousand from local taxes. All tax increment revenues shall be from Generally Applicable Taxes attributable to the improvements to be constructed in the TID. The potential for total increment collections is estimated to be at the maximum range of \$503,000 covering a span of captured tax years not to exceed 20. Collection is anticipated to begin in 2026, and the schedule carries out the tax captured 20 years from the date of Plan adoption.

The following dollars-per-thousand rates are the current taxing rates of the local taxing jurisdictions:

2023 Property Tax Rate	
2022 Payable in 2023	\$ per \$1,000 assessed
Davison County	\$3.5199
City of Mitchell	\$4.5328
JR Water	\$.058
School District	<u>\$10.601</u>
Total Tax Levy	\$18.7117

Utilizing the information regarding expected increment valuation and tax generation, it is possible to generate an expected revenue stream that can be utilized to fund the requested grant as a result of implementing the Project Plan.

Attachment 1

Description of Real Property:

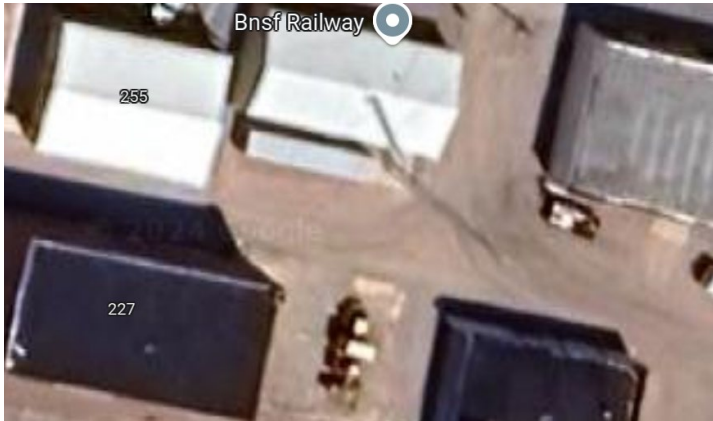
The real property to be located within the Tax Increment District is legally described as follows:

Lot R-1 of Depot Second Addition to the City of Mitchell, lying in the SE ¼ of Section 21, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, according to the plat filed in Book 21 of Plats, page 39 on September 16, 2005 in the office of the Register of Deeds, Davison County, South Dakota.

Attachment 2

Conditions picture for City of Mitchell Tax Incremental District #38, SDCL § 11-9-16(1)

(2nd image depicts proposed TIF boundaries in CYAN)

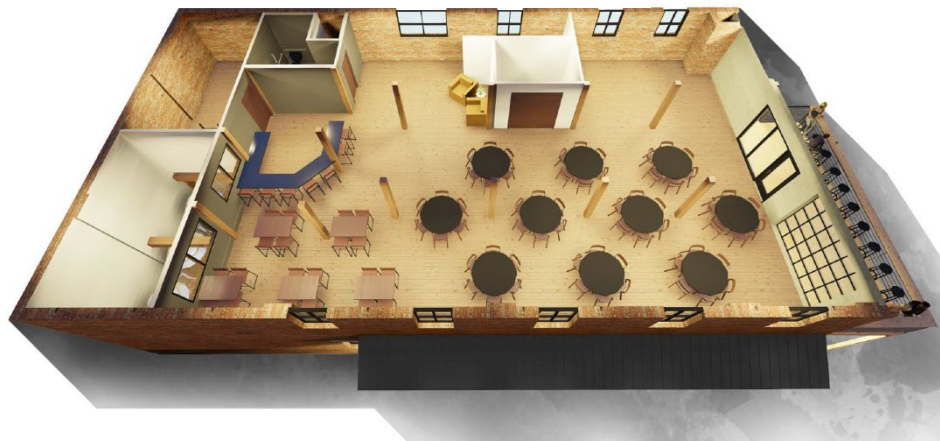


Attachment 3

Improvements map for City of Mitchell Tax Incremental District #38, SDCL § 11 -9-16(2).



FIRST FLOOR PLAN

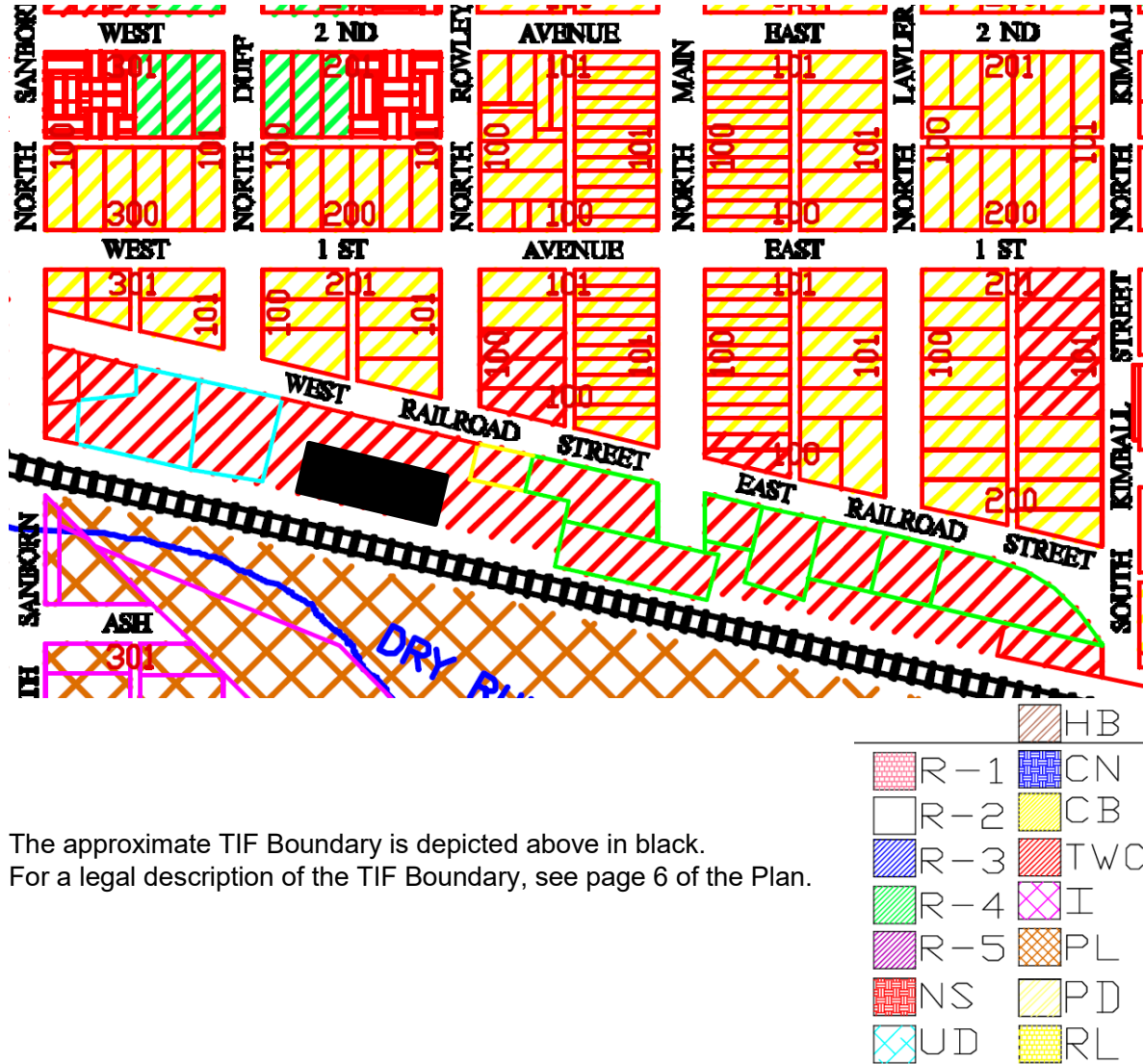


SECOND FLOOR PLAN

Attachment 4

Zoning Change Map for City of Mitchell Tax Incremental District #38, SDCL § 11-9-16(3).

- No proposed changes as the property is currently zoned as Transportation-Warehouse-Commercial.



The approximate TIF Boundary is depicted above in black.
For a legal description of the TIF Boundary, see page 6 of the Plan.



NOTICE OF HEARING

NOTICE IS HEREBY GIVEN to the general public and all interested parties that the City of Mitchell Planning Commission will conduct a public hearing and acted upon in the City Hall Council Chambers at 612 North Main Street, Mitchell, South Dakota at 12:00 pm (noon) on October 28, 2024 in regards to a proposed project plan and the establishment of boundaries for the proposed tax increment financing district known as City of Mitchell Tax Incremental District Number Thirty-eight (38).

The following real property is to be included in this district and is legally described as follows:

LOT R-1 OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL LYING IN THE SE ¼ OF SECTION 21, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, ACCORDING TO THE PLAT FILED IN BOOK 21 OF PLATS, PAGE 39 ON SEPTEMBER 16, 2005 IN THE OFFICE OF THE REGISTER OF DEEDS, DAVISON COUNTY, SOUTH DAKOTA;

At the above stated time and place, all interested parties will be afforded a reasonable opportunity to express their views on the proposed creation of the Tax Incremental District and its proposed boundaries. The project plan may be viewed on the city's website at www.cityofmitchellsd.gov. Following such hearing, the matter will be heard and acted upon by the Mitchell City Council on November 4, 2024 at 6:00 pm in the City Hall Council Chambers.

Dated this 10th day of October, 2024.

Michelle Bathke – Finance Officer

Published once: 16th day of October, 2024

Approximate publication cost: _____

TO: Mayor Jordan Hanson
 City Council Members

FROM: Stephanie Ellwein, City Administrator
RE: Current Status of City TIFs as of 10/30/2024

The City of Mitchell has approved 32 Tax increment financing districts from 1995-2024. The total increase to taxable value in the City of Mitchell from these TIFS is over \$97,823,222 (this does not include the increment for TIF 1, 2, or 4 which are not available on the DOR report website). As of December 31, 2023 \$12,368,295 of financing has been provided towards projects that resulted in the \$97,823,222 increased assessed value.

Active TIFs: Of the 28 approved TIFS, 15 are still active in the City of Mitchell. The Active TIFs have brought \$35,535,252 of additional Tax Value to the City of Mitchell. TIFs 26-31 were issued as grants, and do not count towards constitutional debt.

Of the 13 districts that are no longer active, 11 were dissolved early.

TIF 1	Westview Addition	16 years
TIF 2	Patzer Woodworking	10 years
TIF 4	AKG Midwest	10 years
TIF 5	Iverson	13 years
TIF 7	Commerce Street	18 years
TIF 10	MADC Business Park	11 years
TIF 11	Hunt Fabrication	13 years
TIF 13	MTI	10 years
TIF 15	ProBuild	10 years
TIF 17	Woods Addition	8 years
TIF 18	Starlight Estates	10 years

In addition, 5 applications for TIFs were never implemented.

- TIF 3 VOIDED
- TIF 6 VOIDED
- TIF 12 VOIDED
- TIF 22 (Kustom Cycle) (was dissolved to finance via SRF & with EDA grant)
- TIF 25 (Avera Housing- request by applicant)

Overlapping TIF Districts

The City has one remaining overlapping TIF districts. The developer's agreement on this overlap is that the "new increment" on the new construction goes toward TIF 23.



Current Active TIFS (as of 10/30/2024)

TIF 8: Highland Conference Center



Established:	2006
Maturity Date:	2026
Approved in TIF:	\$2,150,000
Total Paid (P +I):	\$3,120,648
Base Value:	\$6,002,565
Current Value:	\$15,079,698
Current Increment (to date):	\$9,077,133

TIF 9: Vantage Point



Established:	2007
Maturity Date:	2027
Approved in TIF:	\$650,000
Total Paid (P +I):	\$1,028,118
Base Value:	\$50,400
Current Value:	\$6,505,642
Current Increment (to date):	\$6,455,242

TIF 14 Pepsi/Wispak



Established:	2010
Maturity Date:	2030
Approved in TIF:	\$499,281 (Certified Costs)
Total Paid (P +I):	\$588,087
Base Value:	\$37,850
Current Value:	\$3,618,746
Current Increment (to date):	\$3,580,896

TIF 16 Innovative Systems



Established:	2011
Maturity Date:	2031
Approved in TIF:	\$261,829 (Certified Costs)
Total Paid (Reimbursement):	\$141,863
Base Value:	\$5,005,495
Current Value:	\$11,272,974
Current Increment (to date):	\$6,267,479

TIF 19: Antach Mitchell Housing



Established:	2013
Maturity Date:	2033
Approved in TIF:	\$243,526
Total Paid (P +I):	\$197,724
Base Value:	\$13,370
Current Value:	\$1,486,631
Current Increment (to date):	\$1,473,261

TIF 20: Morris



Established:	2013
Maturity Date:	2033
Approved in TIF:	\$200,000
Total Paid (P +I):	\$140,972
Base Value:	\$151,890
Current Value:	\$1,255,765
Current Increment (to date):	\$1,103,875

TIF 21: Hohn Enterprises



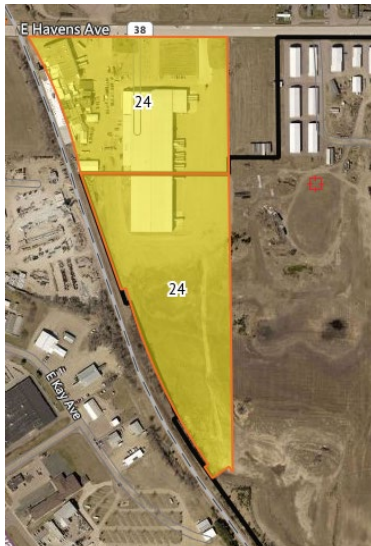
Established:	2015
Maturity Date:	2035
Approved in TIF:	\$320,000
Total Paid (P +I):	\$108,009
Base Value:	\$125,082
Current Value:	\$1,503,037
Current Increment (to date):	\$1,377,955

23: Vantage Point



Established:	2017
Maturity Date:	2035 (limited to 18 years)
Approved in TIF:	\$655,000
Total Paid (Grant):	\$116,484
Base Value:	\$3,004,275
Current Value:	\$2,766,957
Current Increment (to date):	\$-237,318

TIF 24: Performance Pet



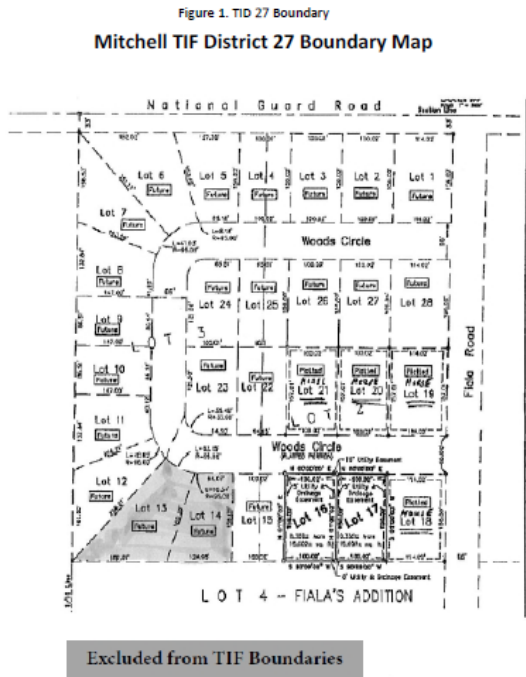
Established:	2017
Maturity Date:	2035 (limited to 18 years)
Approved in TIF:	\$2,600,000
Total Paid (Grant):	\$155,649
Base Value:	\$401,798
Current Value:	\$7,477,012
Current Increment (to date):	\$7,057,214

TIF 26: Western Building



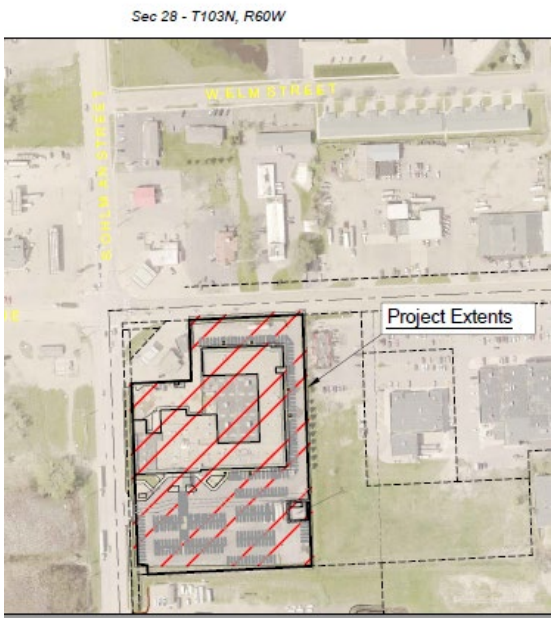
Established:	2021
Maturity Date:	2041
Approved in TIF:	\$1,200,000
Total Paid (Grant):	\$4,562
Base Value (Certified by DOR)	\$0
Current Value:	\$644,706
Current Increment (to date):	\$644,706

TIF 27: Fiala Housing Development



Established:	2022
Maturity Date:	2042
Approved in TIF:	\$627,889
Total Paid (Grant):	\$0
Base Value:	\$1,002,685
Current Value:	\$2,200,061
Current Increment (to date):	\$1,197,376

TIF 28: Flats on Havens



Established:	2022
Maturity Date:	2042
Approved in TIF:	\$1,495,142
Total Paid (Grant):	\$0
Base Value (Certified by DOR)	\$2,119,490
Current Value:	\$2,462,021
Current Increment (to date):	\$342,531

TIF 29: Woolworth Building



Established:	2023
Maturity Date:	2043
Approved in TIF:	\$527,257
Total Paid (Grant):	\$0
Base Value	\$397,815
Current Value:	\$548,904
Current Increment (to date):	\$151,089

TIF 30: Sharpstone Housing Development



Established:	2023
Maturity Date:	2043
Approved in TIF:	\$1,002,469
Total Paid (Grant):	\$
Base Value	\$55,610
Current Value:	\$61,423
Current Increment (to date):	\$5,813

TIF 31: 15th Street



Established:	2023
Maturity Date:	2043
Approved in TIF:	\$1,094,708
Total Paid (Grant):	\$0
Base Value	\$615,554
Current Value:	\$615,554
Current Increment (to date):	\$0

Map Showing TIF #32 Boundaries and Property Information

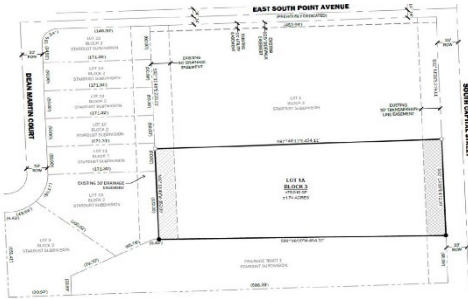


Established:	2024
Maturity Date:	2044
Approved in TIF:	\$527,250
Total Paid (Grant):	\$0
Base Value	\$1,557,071
Current Value:	\$1,557,071
Current Increment (to date):	\$0

Established:	2024
Maturity Date:	2044
Approved in TIF:	\$750,150
Total Paid (Grant):	\$0
Base Value	\$818,913
Current Value:	\$818,913
Current Increment (to date):	\$0

Established:	2024
Maturity Date:	2044
Approved in TIF:	\$946,767
Total Paid (Grant):	\$0
Base Value	\$675,846 (estimated)
Current Value:	\$675,846
Current Increment (to date):	\$0

TIF 35: Copper Flats

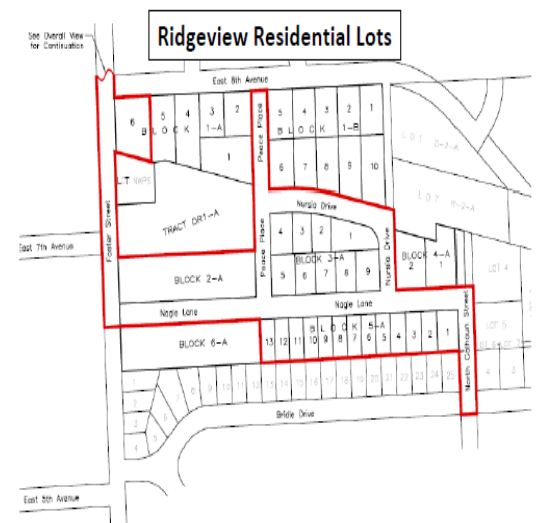
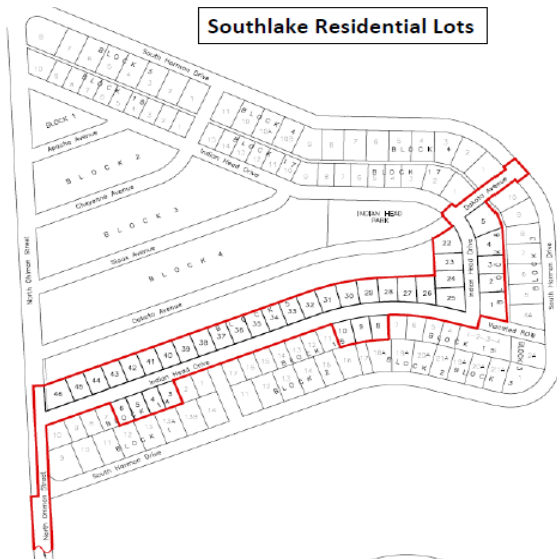


Established:	2024
Maturity Date:	2044
Approved in TIF:	\$675,846
Total Paid (Grant):	\$0
Base Value	\$
Current Value:	\$
Current Increment (to date):	\$0

TIF 36: S.Lake & Ridgeview

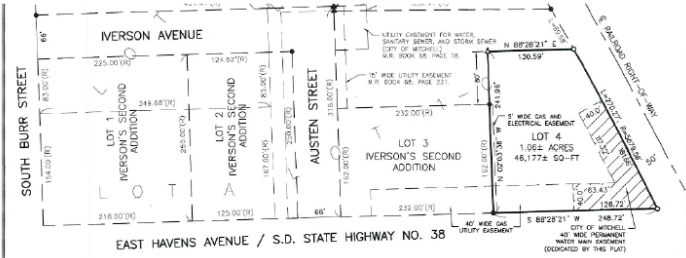


Established:	2024
Maturity Date:	2044
Approved in TIF:	\$675,486
Total Paid (Grant):	\$
Base Value	\$221,229
Current Value:	\$
Current Increment (to date):	\$





TIF 37: Interstate Glass



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$519,347
Total Paid (Grant):	\$
Base Value	\$79,277
Current Value:	\$
Current Increment (to date):	\$

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

RESOLUTION R2024-70

A RESOLUTION PROVIDING FOR THE CREATION OF CITY OF MITCHELL TAX INCREMENTAL DISTRICT NUMBER THIRTY-NINE

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Thirty-Nine (TID 39) and to define the district's boundaries; and

WHEREAS notice of the hearing before the city planning commission was provided pursuant to SDCL 11-9-3; and

WHEREAS, the City of Mitchell Planning Commission held a hearing on October 28, 2024 at which any interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a tax incremental district; and

WHEREAS the City of Mitchell Planning Commission after said hearing has recommended the proposed plan for Tax Incremental District Number Thirty-Nine and has recommended its creation, setting the boundaries as listed in the project plan, and recommending adoption of the project plan.

THEREFORE, IT IS HEREBY RESOLVED:

1. Pursuant to SDCL 11-9-5, there is hereby created, as of November 4, 2024, the City of Mitchell Tax Incremental District Number Thirty-Nine (TID 39). TID 39 is legally described as follows:

Outlots 20 and 21 less and except Lots H1 and Lots H2 of Green's Outlots in the NW1/4 of Section 15, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

with a map showing said boundaries included in the Project Plan presented to Council on November 4, 2024.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 39 was held on October 28, 2024.
3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:
 - a. Pursuant to SDCL 11-9-8, not less than fifty percent (50%) by area of the real property within the proposed tax increment district will stimulate and develop the general economic welfare and prosperity of the City of Mitchell and State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources;
 - b. Further pursuant to SDCL 11-9-8, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 39;
 - c. Pursuant to SDCL 11-9-13, the project plan for TID 39 includes information satisfying each of the 5 requirements contained therein;

- d. Pursuant to SDCL 11-9-16, the project plan for TID 39 includes information satisfying each of the 6 requirements contained therein; and
 - e. The plan is feasible and in conformity with the master plan of the City.
 - f. The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts does not exceed ten (10%) percent of the total assessed valuation of the City.
 - g. TID 39 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
4. Based on the findings in Section 3 above, the City hereby approves and adopts the project plan and the proposed boundaries as recommended by the City of Mitchell Planning Commission.
 5. The City hereby directs the City of Mitchell Finance Officer to take such action as is deemed necessary to accomplish SDCL 11-9-20.
 6. There is hereby created, pursuant to SDCL 11-9-31, the Tax Incremental District Number Thirty-Nine Fund (TID 39 Fund).
 7. All tax increments collected pursuant to TID 39 shall be deposited into the TID 39 Fund.
 8. All funds in the TID 39 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.
 9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.
 10. The project plan is on file with the City of Mitchell Finance Officer.
 11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

Adopted by the Mitchell, South Dakota City Council in regular session this ____ day of November, 2024, with:

____ votes cast in favor of adoption,
 ____ votes cast against adoption, and
 ____ votes abstaining.

 Jordan Hanson, Mayor

Attest:

 Michelle Bathke, City Finance Officer

(seal)

Tax Incremental District

Number 39

City of Mitchell, SD

Economic Development Project Plan

In conjunction with

MAD Garage LLC, Developer



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Introduction

The property upon which this Tax Incremental District (TID) is proposed to be implemented is located within Davison County, South Dakota, and is located within the city limits of the City of Mitchell.

As such, the creation of City of Mitchell TIF #39 shall be conditioned upon the creation of the District by resolution, and the establishment of the TID boundaries and approval of the TID Project Plan by the City of Mitchell Planning and Zoning Commission along with the City Council.

The purpose of this Plan, to be implemented by the City of Mitchell, South Dakota, is to satisfy the requirements for a Tax Increment District #39 as specified in SDCL Chapter 11-9. The principal purpose of the Plan is to define eligible property and to define a Tax Increment Plan for funding eligible activities in an eligible area of the City. The Plan will describe the boundary, estimated costs, feasibility and fiscal impact of the District.

This Plan was prepared for adoption by the City Council in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development and accomplish the City's development objectives for improving the continued viability by promoting economic development within the City.

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development and redevelopment, and to promote economic development through the District. This project is to be located on the north side of the City of Mitchell, located along the City of Mitchell Bypass, and the principal entryway into the City of Mitchell from its northern boundary and Main Street. This area has long been stagnant in growth, but in the past year new business has begun to reestablish itself in the area, and this proposed business would add to this business corridor. The project as described in this Project Plan will not proceed and is not economically feasible but for the use of Tax Increment Financing. The Developer has recently purchased the real property upon which the project will be located, but cannot proceed with the construction of a new business location without being approved for a TIF. With Tax Increment Financing, the Developer is planning on the construction of a new commercial building and up to five (5) new employees, and the expansion of an existing local business which will allow the Developer to accommodate larger machinery, which would expand his business to agricultural and concrete machinery, all of which will not be completed without a TIF. Developer currently operates a detailing business in Mitchell. The new project will allow Developer to complete the project detailed above.

Development in the area is anticipated to occur starting in the winter of 2024, with the potential for tax increment financing to provide the impetus and means to undertake this development at a faster pace than would might occur otherwise and continue the redevelopment of Mitchell's northern commercial corridor, but more importantly ensure that one of the City's local businesses is expanded to allow for a larger customer base and additional employees, bringing in individuals outside of Mitchell to support the City's local businesses.

General Definitions as used in this Plan

The following terms found in this Plan are defined as the following:

"Base" or "Tax Incremental Base" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

"Blighted or Economic Development" SDCL § 11-9-8.

- (1) Not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and
- (2) The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

"City Council" means the City of Mitchell, South Dakota

"Calendar Year" means the starting date of January 1 to an ending date of December 31.

"Department of Revenue" means the South Dakota Department of Revenue.

"Developer" means MAD Garage LLC, a South Dakota limited liability company

"Developer's Agreement" means the agreement between Developer and City of Mitchell concerning this Tax Incremental District.

"District" means the Tax Incremental District.

"Economic Development" means all powers expressly granted and reasonably inferred pursuant to SDCL § 9-54.

"Fiscal year" means that fiscal year for City of Mitchell.

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means the Mitchell City Council, South Dakota.

"Grant" means the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality;

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Plan" means this Project Plan.

"Planning Commission" means the Mitchell City Planning Commission South Dakota

"Project Costs" means any expenditure or monetary obligations by City of Mitchell, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by City of Mitchell in connection with the implementation of this Plan.

"Project Plan" means a properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL§ 11-9-1 3.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the County and Project Costs.

"Taxable Property" means all real taxable property located in a Tax Incremental District.

"Tax Incremental District" means a contiguous geographic area within a County defined and created by resolution of the governing body and named City of Mitchell Tax Incremental District #39.

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to §11-9-19.

"Tax Increment Law" means South Dakota Codified Laws Chapter 11-9.

Property within Tax Increment District #39

The real property to be located within the Tax Increment District is legally described as follows:

Outlots 20 and 21 less and except Lots H1 and Lots H2 of Green's Outlots in the NW1/4 of Section 15, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Developer will be the sole owner of all real property to be included in the proposed TIF District.

A map of the TIF boundary area (the perimeter being **highlighted**) is as follows:



Creation of City of Mitchell, South Dakota TID #39

Developer has purchased certain real property located in the City of Mitchell for the construction of a new commercial building. The development of the real property is conditioned upon this TIF project being approved by the City. Developer has approached officials with City of Mitchell regarding the possibility of creating a Tax Incremental Financing District ("TID") to assist in certain Project Costs associated with the development of the real property, all as set forth in this Plan. As presented by the Developer, the TID will consist of one phase, as follows:

The construction of a new, 5,900 square foot commercial building to house the expanded and new MAD Garage. The project will include the construction of a 5,900 square foot pre-engineered metal building. Once completed, the building and site improvements will allow Developer to expand its existing business to allow them to employ a minimum of up to 5 new employees in addition to the company's existing 3 employees. Construction of the expanded and new building, and employment of additional employees will not happen without the TIF being approved. Additionally, the construction of the new building and expansion of the business to service agricultural and construction equipment will bring additional business to the City of Mitchell and continue the redevelopment of the north corridor of the City of Mitchell.

Timing and weather permitting, Developer intends to begin remodel/construction on the new building in the winter of 2024 a completion date sometime in early 2025.

Taxable Value of City of Mitchell

State law requires that tax increment districts cannot exceed ten percent of the taxable value of City of Mitchell. The current value for City of Mitchell is approximately \$1,486,087,439. The

base value of the taxable property for inclusion into this Tax Incremental District #39 approximately is \$32,305.

11-9-7. Maximum percentage of taxable property in municipality permitted in districts. In order to implement the provisions of this chapter, the resolution required by § 11-9-5 shall contain a finding that the aggregate assessed value of the taxable property in the district plus the **tax incremental base of all other existing districts does not exceed ten percent** of the total assessed value of taxable property in the municipality.

Total base value of active TIF Districts in City of Mitchell, South Dakota is as follows:

TIF #	Certified Base Value State of South Dakota Department of Revenue City of Mitchell
8	\$6,002,565
9	\$50,400
14	\$37,850
16	\$5,005,495
19	\$13,370
20	\$151,890
21	\$125,082
23	\$3,004,275
24	\$401,798
26	\$0.00
27	\$1,002,685
28	\$2,119,490
29	\$397,815
30	\$55,610
31	\$615,554
32	\$1,557,071
33	\$818,913
34	\$1,272,180
35	\$132,640
36	\$221,229
37	\$79,277
38	\$93,065
39	\$32,305

Total Base Value(s)	\$23,190,559
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The total value of all active TIF districts in City of Mitchell is less than ten (10) percent of total taxable value in the City. Using the estimates provided, with TID #39 included, the total Tax Increment Districts combined is less than 2% when compared to the 2023 Taxable Valuation.

Kind, Number, Location and Detailed Costs of Proposed Public Works and Improvements. SDCL § 11-9-13(1).

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred.

The City is working to develop an economic and competitive base to benefit the City and the State of South Dakota as a whole. All Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes economic development which is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The City shall enter into all contracts in accordance with South Dakota law.

A combination of private investment and tax increment financing will assist progress toward the overall objectives of the Developer, that being to develop an expansion of a local business to allow it to accommodate a wider customer base to include agricultural and construction equipment. The new structure will permit the Developer to employ a minimum of 5 new positions in addition to their already existing employees, and will continue with the redevelopment of the northern corridor of the City of Mitchell.

Costs of Public Works or Improvements

In accordance with SDCL § 11-9-14 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

Although the estimated costs of the Project are approximately \$1,228,415 (which includes the cost of purchasing the real property and certain infrastructure costs associated with the Project), Developer is requesting a TIF in the amount of \$330,206 and will pay the remaining costs through commercial financing. The requested TIF amount is set forth in the table below:

Kind of Project	Location ¹	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (Cleaning & grading of land & associated costs)	District		11-9-15(1)
Financing Costs	District		11-9-15(2)
Real Property Assembly	District		11-9-15(3)
Professional Fees	District		11-9-15(4)
Administrative Costs	District		11-9-15(5)
Relocation Costs	District		11-9-15(6)
Organizational Costs	District		11-9-15(7)
Discretionary Costs and Grants	District	\$330,206	11-9-15(8)
Eligible Project Costs		\$330,206	

¹ District shall mean the Tax Increment District.

² SDCL §11 -9-15

- (1)) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;
- (2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;
- (4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;
- (5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;
- (6) Relocation costs;
- (7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and
- (8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

Estimated costs for non-project costs and TIF eligible costs may vary from actual costs incurred during construction. The grant to Developer is not controlled by the individual line item for TIF eligible costs. TIF proceeds may flow through to Developer for certified TIF eligible expenses, without respect to a particular line item, based on the actual costs incurred for those TIF eligible expenses up to the total authorized TIF request amount of \$330,206.

*Costs incurred may be allocated and may be completed in any order.

Expenditures Exceeding Estimated Cost

Any expenditures which in sum would exceed the total amount of the TID amount of \$330,206 will require an amendment of this Plan. All amendments would be undertaken pursuant to SDCL §11-9-23.

When the expenditures within the Plan are increased in excess of the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

If the Project Costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to re-determine the tax increment base when additional Project Costs are added to a plan. SDCL §11-9-23.

Developer's Agreement

The City of Mitchell will enter into a Developer's Agreement with Developer with the following as the guidelines for the Agreement:

Financing Terms:

- Amount. The total amount of the TIF will not exceed \$330,206.
- Interest Rate. The developer is not seeking to recover any interest cost through this TIF.
- Length. The TIF will not exceed 20 calendar years from the year of creation.
- Expiration. The TIF will expire at the end of 20 years or when the \$330,206 has been paid

out in tax payment to the Developer from the taxes generated within the District, whichever comes first.

Legal Terms:

- Should the State of South Dakota not classify the TIF as economic development, the TIF will not be finalized and will cease to exist.
- Developer will waive its right to the discretionary tax abatement for this Property.

Conditions of the Developer Agreement relating to Constitutional Debt:

The exclusive funding mechanism for this TID will be a grant pass-through of positive tax increment from the TID receipted into the TIF Fund. It is specifically a condition of the proposed Developer's Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The City shall have no obligation to commit any City funds from any other source into the TIF Fund other than the positive tax increment from the TID receipted into the TIF Fund. It is also to be specifically agreed that the City has made no representation that the proceeds from the TIF Fund shall be sufficient to retire any indebtedness incurred by Developer. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID to 20 years from the year of creation. As such, it is further understood that the amount of \$330,206 will be the maximum amount the City will ever pass on acting as a conduit for TIF #39 for eligible project costs.

All TIF revenue will be passed onto the Developer as a grant until the full amount has been paid or 20 years from the year of creation, whichever happens first. The payment of tax increment funds under this Agreement is a grant under SDCL Chapter 11-9 (the "Grant"). The Grant is a personal property right vested with the Developer on the effective date of the Developer Agreement. The City will grant this amount to the Developer and thus, not have to account for any assets on the City's financial statement. The Developer will be responsible for obtaining their financing and the City will not be liable for any Developer debt.

Upon completion of the construction of project involving eligible project costs, the Developer shall certify to the City's Finance Officer the eligible project costs in sufficient detail to determine that payment of grant funds is solely for eligible project costs. The Developer shall provide contractor/supplier invoices or other supporting documentation upon request of the Finance Officer. Upon certification and verification of eligible project costs, the City shall pass-through all available tax increment fund revenues not to exceed \$330,206 in a manner consistent with this section.

Given that the exclusive funding mechanism for this TID is the grant pass-through of positive tax increment from the TIF Fund, that no tax increment bonds will be issued in relation to this TID, and that the City shall have no obligation to commit other City funds, the City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. In recognition that the City cannot appropriate funds that have not accrued, the City's exclusive obligation shall be to budget and appropriate the positive tax increment from the TID receipted into the TIF Fund on an annual basis during the City's then current fiscal year, as may be required. Notwithstanding anything to the contrary contained in the proposed Agreement, the City hereby acknowledges and

agrees that the obligations of the City under this Agreement are a material inducement for Developer to incur various development and construct improvements upon the TID property and the failure to pay tax increment to Developer will be financially detrimental to future improvements on said property.

If at any time during the term of this Agreement, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, and if the TID is eligible to be terminated pursuant to SDCL 11-9-46, then the Agreement shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City.

Developer Terms:

- MAD Garage LLC will act as the Developer and all TIF proceeds will flow to Developer.
- Developer will certify the costs to the City for reimbursement.
- The City of Mitchell reserves the right to charge an annual administration expense. This fee will be used to offset any future expenses that may occur due to reporting. The amount will not exceed \$5,000.00 in a calendar year.
- The Developer agrees to waive the discretionary formula for all construction within the TIF.

Detailed List of Estimated Project Costs

Attached as Schedule 1 is a detailed list of estimated Project Costs as per SDCL § 11-9-13(3). No expenditure for Project Costs is provided for more than five years after the District is created.

Feasibility Study

An economic feasibility study per SDCL § 11-9-13(2) is attached as Schedule 2.

Economic Development Study

Not less than 50% of the area within the proposed district will stimulate and develop the general economic welfare and prosperity of the state through commercial, manufacturing and agricultural development as evidenced by the Economic Development Study attached as Schedule 3.

Fiscal Impact Statement

Attached is Schedule 4, a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the TIF advances are repaid, upon all entities levying property taxes in the District. Required as per SDCL § 11-9-13(4).

Method of Financing, Timing of Costs and Monetary Obligations

The payment of Project Costs is anticipated to be made by the City to Developer from the special fund of the Tax Incremental District. SDCL § 11-9-13(5). Pursuant to the Developer's Agreement, the City will pay to the Developer all available tax increment funds it receives from the District.

Maximum Amount of Tax Incremental Revenue

The maximum amount of tax incremental revenue bonds or monetary obligations to be paid through Tax Increment District #39 shall be the amount sufficient to reimburse the City for the payments made for Project Costs and pay all tax increment bonds or monetary obligations in an amount not to exceed \$330,206 principal and interest or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District. The final terms and conditions will be set forth in the Developer's Agreement

Duration of Tax Incremental Plan

The duration of the Plan will extend to the number of years it will take for the reimbursement of the City and the extinguishment of TIF monetary obligations, except that the Plan duration **shall not exceed 20 calendar years** of revenue from the date of creation of the District.

Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The site will generate taxes to the local jurisdictions at or above the assessed value of the Base. All taxing districts shall receive that base which will be the value set for 2023 taxes payable in 2024. The tax increment will be available to the taxing jurisdictions at or before twenty (20) years after the creation of the District. Schedule 5 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds and monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value and the tax incremental values.

Conditions Map. Improvements Map. Zoning Change Map

The Conditions map, SDCL § 11-9-16(1), is included as Attachment 2.

The Improvements map, SDCL § 11-9-16(2), is included as Attachment 3.

The Zoning Change Map, SDCL § 11-9-16(3), is included as Attachment 4.

Changes to the City of Mitchell Comprehensive/Master Plan/ Map. Building Codes & County Ordinances per SDCL § 11-9-16(4)

No changes to City ordinances nor the City Master Plan are required.

List of Estimated Non-Project Costs

The following is a list of the Non-Project Costs per SDCL § 11-9-16(5). All costs are listed as taxable value; actual non-project costs will exceed the following amounts.

Item	Amount
Non-Project Costs	\$898,208
TOTAL	\$898,208

Statement of Displacement and Relocation Plan

No residents or families will be displaced by the Project. SDCL § 11-9-16(6)

Performance Bond Surety Bond or other Guaranty

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest. This additional security may be provided for in a Developer's Agreement.

List of Schedules

SCHEDULE 1 - Estimated Project Cost

SCHEDULE 2 - Economic Feasibility Study

SCHEDULE 3 - Economic Development Study

SCHEDULE 4 - Fiscal Impact Statement

SCHEDULE 5 - Estimated Captured Taxable Value

List of Attachments

Attachment 1 - Descriptions of Real Property

Attachment 2 - Conditions Map, SDCL § 11-9-16(1)

Attachment 3 - Improvements Map, SDCL § 11-9-16(2)

Attachment 4 - Zoning Change Map SDCL § 11-9-16(3)

Schedule 1 – “Detail of Project Costs”

Kind of Project	Number of Projects	Location ¹ above	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (Cleaning & grading of land & associated costs)		District		11-9-15(1)
Financing Costs		District		11-9-15(2)
Real Property Assembly		District		11-9-15(3)
Professional Fees		District		11-9-15(4)
Administrative Costs		District		11-9-15(5)
Relocation Costs		District		11-9-15(6)
Organizational Costs		District		11-9-15(7)
Discretionary Costs and Grants	1	District	\$330,206	11-9-15(8)
Eligible Project Costs			\$330,206	

*See statutory reference on Page 9 of this Project Plan

Estimates TID Eligible of Project Costs Requested

The City of Mitchell has determined that this will be an economic development Tax Increment District, thus the eligible cost will be in the form of a grant that will not exceed \$330,206. This is a permitted use under SDCL 11-9-15.

	MAD Garage LLC Project Cost		
	Total Costs	Non-Project Costs	TIF Eligible Costs
Concrete	\$ 115,285.00	\$ -	\$ 115,285.00
Plumbing (Sewer & Water)	\$ 83,500.00	\$ -	\$ 83,500.00
Overhead Doors	\$ 25,000.00	\$ 25,000.00	\$ -
Electrical	\$ 33,075.00	\$ 33,075.00	\$ -
Building	\$ 243,278.00	\$ 243,278.00	\$ -
Add-On	\$ 125,000.00	\$ 125,000.00	\$ -
Interior Buildout	\$ 100,000.00	\$ 100,000.00	\$ -
Dirt Work	\$ 48,646.00	\$ -	\$ 48,646.00
Storefront	\$ 10,000.00	\$ 10,000.00	\$ -
Property/Land	\$ 295,000.00	\$ 295,000.00	\$ -
Asphalt	\$ 30,000.00	\$ -	\$ 30,000.00
HVAC	\$ 30,000.00	\$ 30,000.00	\$ -
Excise Tax (@ 2%)	\$ 22,775.68	\$ -	\$ 22,775.68
Professional Fees	\$ 30,000.00	\$ -	\$ 30,000.00
Contingency @ 5%	\$ 36,855.30	\$ 36,855.30	\$ -
TOTAL	\$ 1,228,414.98	\$ 898,208.30	\$ 330,206.68

Schedule 2 - "Economic Feasibility Study"

Developer has approached the City of Mitchell regarding the possibility of creating a Tax Incremental Financing District to assist with help in offsetting the costs associated with the costs of the construction of public infrastructure for a new pre-engineered metal building to house the MAD Garage business.

Construction Project

The construction project of the MAD Garage building is estimated to be in the approximate amount of \$905,000, and when added with the cost of the real property and building, the total investment by Developer is approximately \$1,200,000. The current taxable value of the real estate is estimated to be \$32,305. Developer is projecting an increase in the assessed value of the property when all construction has been completed in an additional amount of \$1,100,000, for a total taxable value of \$1,132,305.

Construction costs will consist of the following:

- Building furnishing materials
- Design costs
- Roof panels
- Wall panels
- Roof insulation
- Framed openings
- Walk doors; and
- Overhead doors

The construction of the new building will result in the creation of new jobs, will help develop an open area within the city limits of Mitchell, South Dakota, will help rejuvenate the northern business corridor of the City of Mitchell, and will help to accommodate a wider customer base for a local business in the City of Mitchell. However, the project and the improvements to the property will not be made but for the TIF being approved. The new building will allow Developer to hire additional employees and create new job opportunities for its business. It will also assist in the revitalization of the City's northern corridor. It will also assist in the revitalization of the City's northern corridor. It is estimated that the expansion will create up to 5 new jobs for the Mitchell area.

The City has been asked to create a Tax Increment District to help offset a portion of the purchase price for the development of the property and construction costs associated with Project (the "Project Costs"). This feasibility study provides that the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9), with the balance of the costs to be paid by the Developer. Tax increment financing is an indispensable self-financing tool used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area ("tax increment financing district") is established as the "base value." As development in the tax increment financing district increases the assessed values of the

redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved Project Costs.

Tax increment financing is permitted only in connection with a "Project Plan" duly adopted by the City. The property is currently taxable at \$32,305. The improvements to be made to the property are estimated to add approximately \$1,100,000 to the value of the property and, when taking into account the Davison County "factor" for this type of property, approximately \$1,004,300 to the tax assessed valuation. The estimated increment resulting from the improvements would be approximately \$18,792 annually in new taxes once fully developed. Since only positive tax increment will be applied, the proposed project is feasible.

All of the Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

For purposes of this Project Plan, the Developer is projecting that the construction of the building will be fully completed by March of 2025. It is anticipated that the Developer will procure financing to fund the TID improvements through a commercial loan which has been approved up on the condition that Developer can procure a TIF. Developer shall not use TIF proceeds for any interest or fees associated with any such alternative financing other than principal payments. The City at no time shall ever be responsible for any loan the Developer secures. The City's role is to simply act as a conduit for the tax revenue and pass on all positive increment to the Developer, of which, will never exceed \$330,206 in total payments, or 20 years, whichever comes first.

A portion of the development within the District could qualify for the discretionary tax abatement. However, City of Mitchell TIF regulations require a developer to waive the "real property" discretionary formula as a condition of approving a TIF. Developer is aware of this requirement.

For purposes of this Project Plan, it is anticipated no increment generated by City TID #39 will be available until calendar year 2027 and thereafter. The calculation of the estimated tax increment valuation and tax generated for City of Mitchell TID #39 is presented in the table on the following page.

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**TID TAX REVENUE ESTIMATES AVAILABLE
FOR CITY OF MITCHELL TID #39**

	Revenue Assumptions / Feasibility Study					Levies are based on 2023 payable in 2024							
	Construction Year	Valuation Year	Revenue Year	Valuation Increments	Valuation Total	Davison County	City of Mitchell	JR	Mitchell School District	Total Mill Rate*	Non-Ag Factor	Total Revenue Increment	Cumulative Amt Paid
	2024	2025	2026	\$1,100,000.00	\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 18,792.16
	2025	2026	2027		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 37,584.32
	2026	2027	2028		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 56,376.48
	2027	2028	2029		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 75,168.64
	2028	2029	2030		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 93,960.80
	2029	2030	2031		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 112,752.96
	2030	2031	2032		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 131,545.12
	2031	2032	2033		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 150,337.28
	2032	2033	2034		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 169,129.44
	2033	2034	2035		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 187,921.60
	2034	2035	2036		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 206,713.76
	2035	2036	2037		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 225,505.92
	2036	2037	2038		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 244,298.08
	2037	2038	2039		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 263,090.24
	2038	2039	2040		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 281,882.40
	2039	2040	2041		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 300,674.56
	2040	2041	2042		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 319,466.73
	2041	2042	2043		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 338,258.89
	2042	2043	2044		\$1,100,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	\$ 18,792.16	\$ 357,051.05
	2043	2044	-										
	2044	-	-										
						Assumptions:							
	Valuation Increment * Non-Ag Factor * Total Mill Rate					* Assumes Mill Levies remain constant for the duration of the TIF							
	True & Full Value of Improvements			\$	1,100,000.00	Notes:							
	Assessed Value of Improvements			\$	1,004,300.00	* These numbers are for projection purposes only and do not reflect what the actual number(s) may be. The projection numbers are based on assumptions provided by the developer.							

Schedule 3 - "Economic Development Study"

SECTION 1 - INTRODUCTION

The City has been approached concerning the creation of a tax increment district located within City limits. In order to determine whether a tax increment district (TID) may be created, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

SECTION 2 - STUDY AREA BOUNDARY

The Study area is described as the area depicted on the map attached to this Study (Attachments 1 and 2).

SECTION 3 - ESTABLISHING ECONOMIC DEVELOPMENT

South Dakota law describes economic development as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The area making up the boundaries of proposed City of Mitchell TID #39 currently consists of an empty lot that, because of where it is situated, will remain difficult to develop as the result of the area being located in the northern portion of the City, which has, for a number of year, seen limited (if any) commercial business expansion. The property is located adjacent to the City of Mitchell Bypass and Main Street, but lacks access from either, making access to the property difficult. Developer has purchased the lot with plans to expand his detailing business by constructing a new commercial building, and relocating its existing commercial business to the site. Because of its move to a larger building, Developer will have the capacity to add a minimum of 5 new full-time jobs to its work force and increase its client base to serve the agricultural sector, which will bring additional revenue to the City.

SECTION 4 - FINDING THAT THE IMPROVEMENTS TO THE AREA ARE LIKELY TO ENHANCE SIGNIFICANTLY THE VALUE OF SUBSTANTIALLY ALL OF THE OTHER REAL PROPERTY IN THE DISTRICT

It is specifically found that once the improvements set forth within City of Mitchell TID #39 Project Plan are commenced the improvements enhance significantly the value of substantially all of the other real property in the District and will help the City's northern core business district continue to redevelop, adding sales tax dollars to the City and to the State of South Dakota.

SECTION 5 - CONDITIONS WITHIN THE STUDY AREA; LAND USE AND PLANNING LAND USE, PLANNING AND COMPREHENSIVE PLAN

The City of Mitchell Comprehensive Plan is consistent with the proposed use of the District.

SECTION 6 - FINDINGS WITHIN THE STUDY AREA ANALYSIS

In accordance with state law, it is found that not less than fifty percent (50%) by area of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, and natural resources, and it is found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accord with SDCL 11-9-8(1) and (2).

The study area currently consists of a bare lot located within an older business district along the City's northern corridor, which will help in the revitalization of that corridor. The Developer has purchased a bare lot and plans to construct a new commercial building located within one of the "gateways" to the City of Mitchell.

In accordance with State Law, the following addresses specific characteristics of economic development are found within the Study Area with corresponding portions of 11-9-8 and 11-9-11:

The investment of more than \$1,200,000 (including the purchase price for the property) in the study area will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of commerce during the construction period. More than fifty percent, by area, of the real property within the District will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of commerce. The development will cause more employment and will clear a partially "blighted" building structure in the City's core downtown area. The completion of the project will generate additional economic activity through retail commerce and development.

Schedule 4 - "Fiscal Impact Statement"

Fiscal Impact Statement City of Mitchell- Tax Increment District #39

INTRODUCTION

The fiscal impact statement is intended to provide a succinct analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-13 (4). It is not intended to rival the level of detail required by a detailed financial analysis. A fiscal impact statement shows the impact of the Tax Increment District, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the District.

DEFINITIONS

"Assumptions" means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

"Base Revenues" means the taxes collected on the base value.

"Fiscal Impact" means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

"Revenue" means ad valorem taxes.

"Tax Increment District" means City of Mitchell, Tax Increment District Number 39.

"Taxing Districts" means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

"Tax Increment Revenues" means all revenues above the Base Revenues.

ASSUMPTIONS

- (1) The property will have improvements resulting from the construction of a new building to be located upon the property which, at completion, will increase the taxable value of the property to approximately \$1,132,305.
- (2) The average tax levy of all taxing districts will be \$18.7117 per thousand dollars of taxable valuation.
- (3) Tax increment will start to be collected in 2026 and end prior to 2044.
- (4) The discretionary formula will be waived by Developer.

FISCAL IMPACT

The total fiscal impact upon the taxing entities during the term of the Tax Increment District is as follows:

Valuation Assumptions	Current Assessed Value	Project Assessed Value with Improvements	Positive Increment
TIF Area	\$32,205	\$1,036,505	\$1,004,300

Schedule 5 - "Estimated Captured Taxable Values"

For purposes of this Project Plan, Developer assumes that **Developer will elect not to use the real property tax discretionary formula** currently utilized in City of Mitchell, South Dakota, pertaining to payment of real property taxes (i.e., 20% Year 1; 40% Year 2; 60% Year 3; 80% Year 4; and 100% Year 5).

It is further assumed, for purposes of this Plan, that the purpose of the property and construction of the new commercial building will be completed by spring of 2025, with the improvements estimated to be assessed in the approximate amount of \$1,100,000, which will generate approximately \$18,792 in annual real property taxes upon completion.

*Actual valuation shall depend upon the value determined by the Davison County Director of Equalization when assessed, with the application of dollars-per-thousand from local taxes. All tax increment revenues shall be from Generally Applicable Taxes attributable to the improvements to be constructed in the TID. The potential for total increment collections is estimated to be at the maximum range of \$330,206 covering a span of captured tax years not to exceed 20. Collection is anticipated to begin in 2026, and the schedule carries out the tax captured 20 years from the date of Plan adoption.

The following dollars-per-thousand rates are the current taxing rates of the local taxing jurisdictions:

2023 Property Tax Rate	
2023 Payable in 2024	\$ per \$1,000 assessed
Davison County	\$3.5199
City of Mitchell	\$4.5328
JR Water	\$.058
School District	<u>\$10.601</u>
Total Tax Levy	\$18.7117.

Utilizing the information regarding expected increment valuation and tax generation, it is possible to generate an expected revenue stream that can be utilized to fund the requested grant as a result of implementing the Project Plan.

Attachment 1

Description of Real Property:

The real property to be located within the Tax Increment District is legally described as follows:

Outlots 20 and 21 less and except Lots H1 and Lots H2 of Green's Outlots in the NW1/4 of Section 15, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Attachment 2

Conditions picture for City of Mitchell Tax Incremental District #39, SDCL § 11-9-16(1)

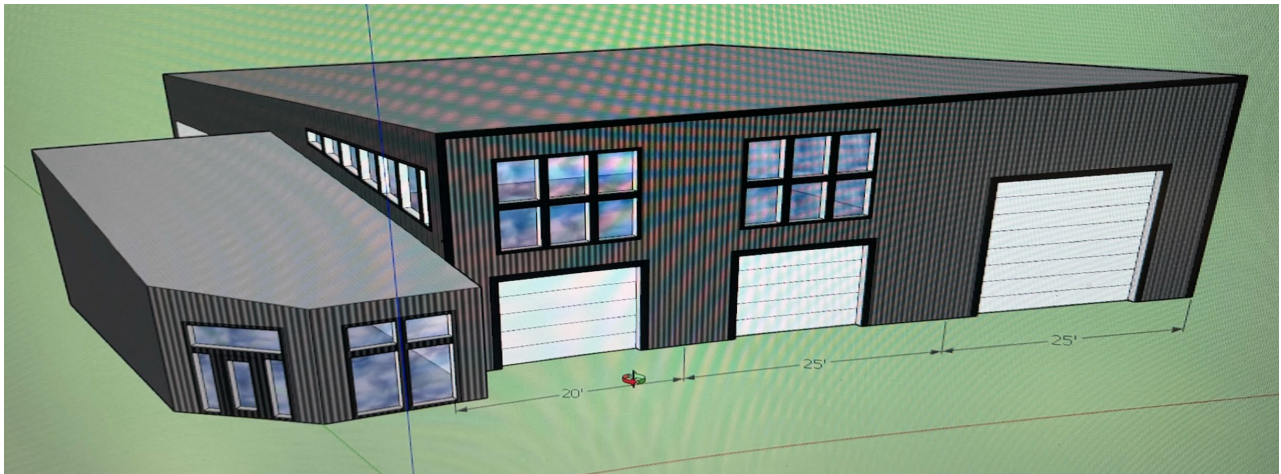
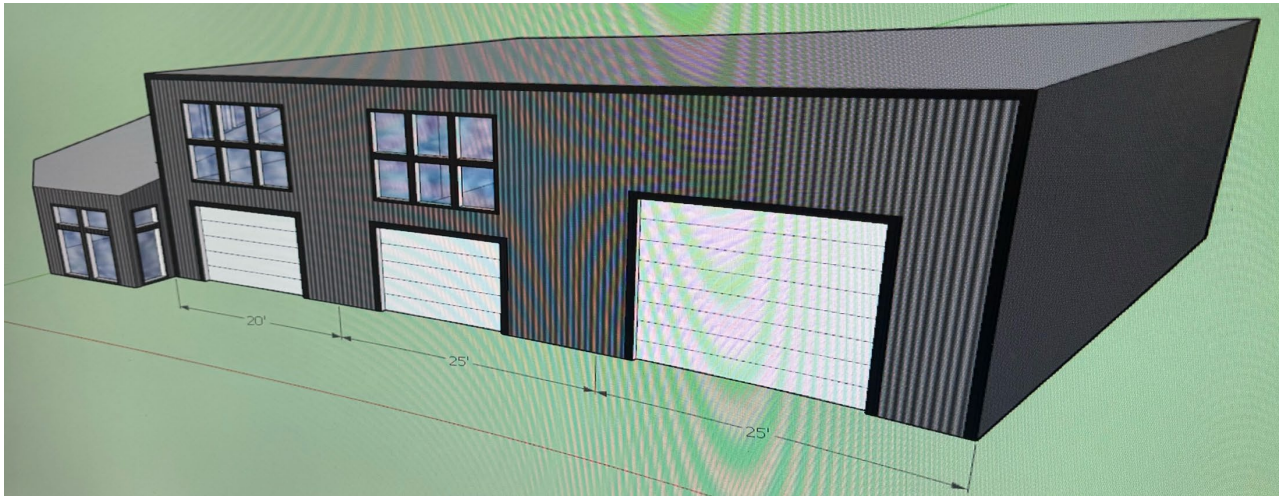
The following are pictures showing the current conditions of the proposed location of TIF

#39:



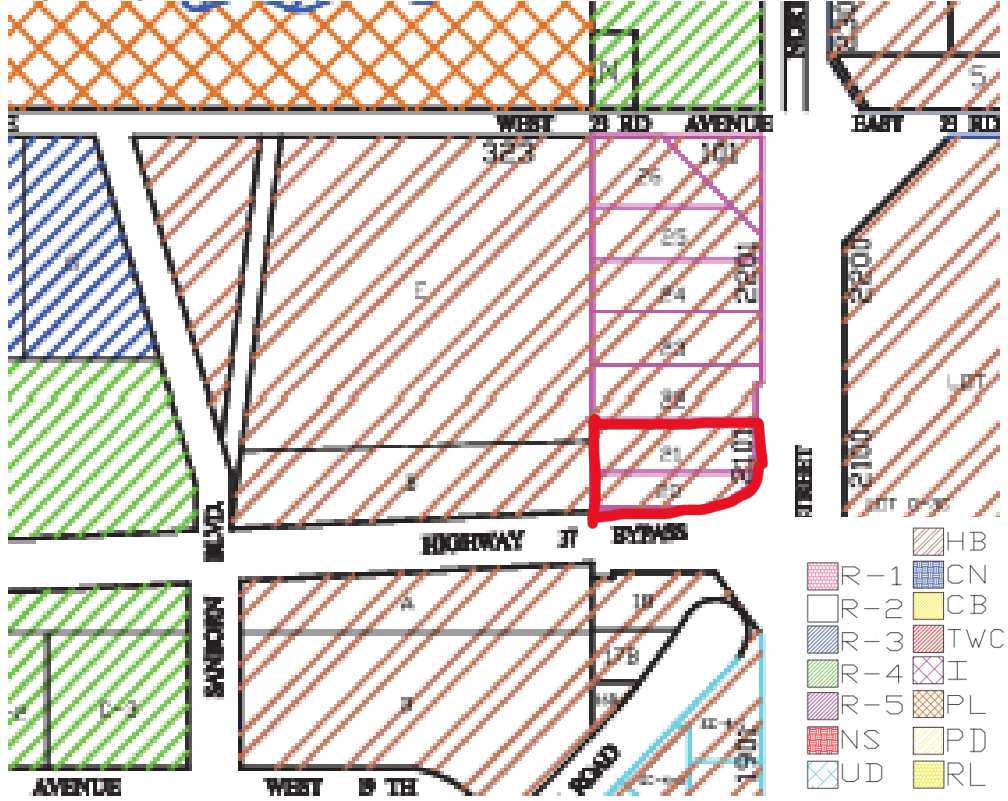
Attachment 3

Improvements map for City of Mitchell Tax Incremental District #39, SDCL § 11 -9-16(2).



Attachment 4

Zoning Change Map for City of Mitchell Tax Incremental District #39, SDCL § 11-9-16(3).



- No proposed changes as the property is currently zoned as Highway Business.



NOTICE OF HEARING

NOTICE IS HEREBY GIVEN to the general public and all interested parties that the City of Mitchell Planning Commission will conduct a public hearing and acted upon in the City Hall Council Chambers at 612 North Main Street, Mitchell, South Dakota at 12:00 pm (noon) on October 28, 2024 in regards to a proposed project plan and the establishment of boundaries for the proposed tax increment financing district known as City of Mitchell Tax Incremental District Number Thirty-nine (39).

The following real property is to be included in this district and is legally described as follows:

OUTLOTS 20 AND 21 LESS AND EXCEPT LOTS H1 AND LOTS H2 OF GREEN'S
OUTLOTS IN THE NW ¼ OF SECTION 15, T 103 N, R 60 W OF THE 5TH P.M., CITY
OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA;

At the above stated time and place, all interested parties will be afforded a reasonable opportunity to express their views on the proposed creation of the Tax Incremental District and its proposed boundaries. The project plan may be viewed on the city's website at www.cityofmitchellsd.gov. Following such hearing, the matter will be heard and acted upon by the Mitchell City Council on November 4, 2024 at 6:00 pm in the City Hall Council Chambers.

Dated this 10th day of October, 2024.

Michelle Bathke – Finance Officer

Published once: 16th day of October, 2024

Approximate publication cost: _____

TO: Mayor Jordan Hanson
City Council Members

FROM: Stephanie Ellwein, City Administrator

RE: Current Status of City TIFs as of 10/30/2024

The City of Mitchell has approved 32 Tax increment financing districts from 1995-2024. The total increase to taxable value in the City of Mitchell from these TIFS is over \$97,823,222 (this does not include the increment for TIF 1, 2, or 4 which are not available on the DOR report website). As of December 31, 2023 \$12,368,295 of financing has been provided towards projects that resulted in the \$97,823,222 increased assessed value.

Active TIFs: Of the 28 approved TIFS, 15 are still active in the City of Mitchell. The Active TIFs have brought \$35,535,252 of additional Tax Value to the City of Mitchell. TIFs 26-31 were issued as grants, and do not count towards constitutional debt.

Of the 13 districts that are no longer active, 11 were dissolved early.

TIF 1	Westview Addition	16 years
TIF 2	Patzer Woodworking	10 years
TIF 4	AKG Midwest	10 years
TIF 5	Iverson	13 years
TIF 7	Commerce Street	18 years
TIF 10	MADC Business Park	11 years
TIF 11	Hunt Fabrication	13 years
TIF 13	MTI	10 years
TIF 15	ProBuild	10 years
TIF 17	Woods Addition	8 years
TIF 18	Starlight Estates	10 years

In addition, 5 applications for TIFs were never implemented.

TIF 3 VOIDED

TIF 6 VOIDED

TIF 12 VOIDED

TIF 22 (Kustom Cycle) (was dissolved to finance via SRF & with EDA grant)

TIF 25 (Avera Housing- request by applicant)

Overlapping TIF Districts

The City has one remaining overlapping TIF districts. The developer's agreement on this overlap is that the "new increment" on the new construction goes toward TIF 23.





Current Active TIFS (as of 10/30/2024)

TIF 8: Highland Conference Center



Established:	2006
Maturity Date:	2026
Approved in TIF:	\$2,150,000
Total Paid (P +I):	\$3,120,648
Base Value:	\$6,002,565
Current Value:	\$15,079,698
Current Increment (to date):	\$9,077,133

TIF 9: Vantage Point



Established:	2007
Maturity Date:	2027
Approved in TIF:	\$650,000
Total Paid (P +I):	\$1,028,118
Base Value:	\$50,400
Current Value:	\$6,505,642
Current Increment (to date):	\$6,455,242

TIF 14 Pepsi/Wispak



Established:	2010
Maturity Date:	2030
Approved in TIF:	\$499,281 (Certified Costs)
Total Paid (P +I):	\$588,087
Base Value:	\$37,850
Current Value:	\$3,618,746
Current Increment (to date):	\$3,580,896

TIF 16 Innovative Systems



Established:	2011
Maturity Date:	2031
Approved in TIF:	\$261,829 (Certified Costs)
Total Paid (Reimbursement):	\$141,863
Base Value:	\$5,005,495
Current Value:	\$11,272,974
Current Increment (to date):	\$6,267,479

TIF 19: Antach Mitchell Housing



Established:	2013
Maturity Date:	2033
Approved in TIF:	\$243,526
Total Paid (P +I):	\$197,724
Base Value:	\$13,370
Current Value:	\$1,486,631
Current Increment (to date):	\$1,473,261

TIF 20: Morris



Established:	2013
Maturity Date:	2033
Approved in TIF:	\$200,000
Total Paid (P +I):	\$140,972
Base Value:	\$151,890
Current Value:	\$1,255,765
Current Increment (to date):	\$1,103,875

TIF 21: Hohn Enterprises



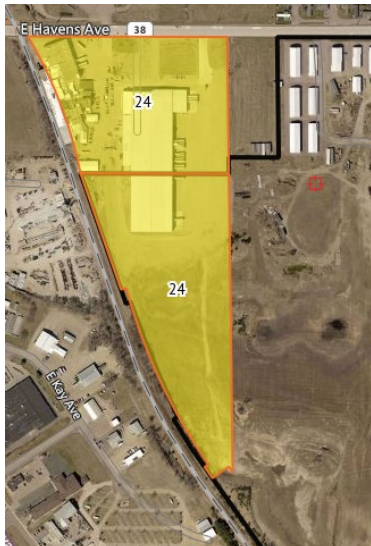
Established:	2015
Maturity Date:	2035
Approved in TIF:	\$320,000
Total Paid (P +I):	\$108,009
Base Value:	\$125,082
Current Value:	\$1,503,037
Current Increment (to date):	\$1,377,955

23: Vantage Point



Established:	2017
Maturity Date:	2035 (limited to 18 years)
Approved in TIF:	\$655,000
Total Paid (Grant):	\$116,484
Base Value:	\$3,004,275
Current Value:	\$2,766,957
Current Increment (to date):	\$-237,318

TIF 24: Performance Pet



Established:	2017
Maturity Date:	2035 (limited to 18 years)
Approved in TIF:	\$2,600,000
Total Paid (Grant):	\$155,649
Base Value:	\$401,798
Current Value:	\$7,477,012
Current Increment (to date):	\$7,057,214

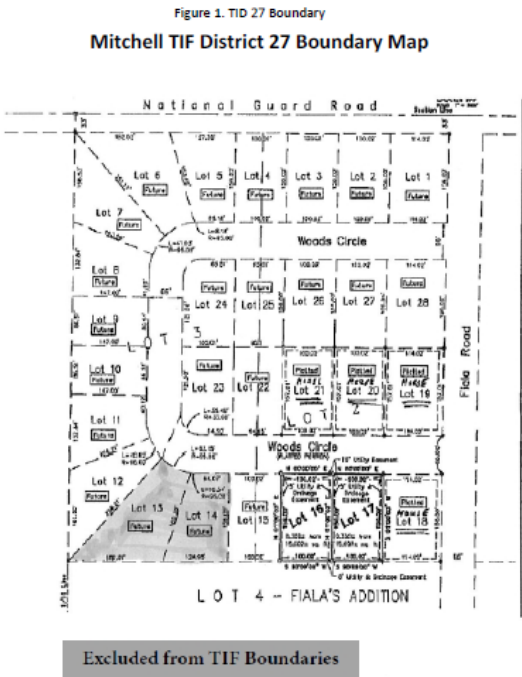
TIF 26: Western Building



Established:	2021
Maturity Date:	2041
Approved in TIF:	\$1,200,000
Total Paid (Grant):	\$4,562
Base Value (Certified by DOR)	\$0
Current Value:	\$644,706
Current Increment (to date):	\$644,706

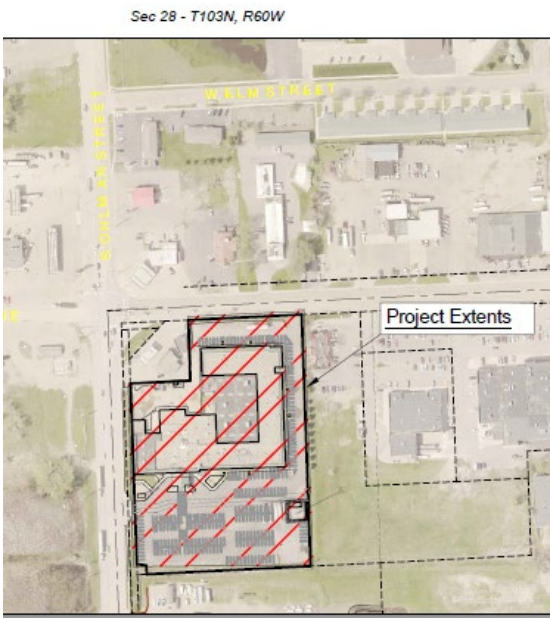


TIF 27: Fiala Housing Development



Established:	2022
Maturity Date:	2042
Approved in TIF:	\$627,889
Total Paid (Grant):	\$0
Base Value:	\$1,002,685
Current Value:	\$2,200,061
Current Increment (to date):	\$1,197,376

TIF 28: Flats on Havens



Established:	2022
Maturity Date:	2042
Approved in TIF:	\$1,495,142
Total Paid (Grant):	\$0
Base Value (Certified by DOR)	\$2,119,490
Current Value:	\$2,462,021
Current Increment (to date):	\$342,531

TIF 29: Woolworth Building



Established:	2023
Maturity Date:	2043
Approved in TIF:	\$527,257
Total Paid (Grant):	\$0
Base Value	\$397,815
Current Value:	\$548,904
Current Increment (to date):	\$151,089

TIF 30: Sharpstone Housing Development



Established:	2023
Maturity Date:	2043
Approved in TIF:	\$1,002,469
Total Paid (Grant):	\$
Base Value	\$55,610
Current Value:	\$61,423
Current Increment (to date):	\$5,813

TIF 31: 15th Street



Established:	2023
Maturity Date:	2043
Approved in TIF:	\$1,094,708
Total Paid (Grant):	\$0
Base Value	\$615,554
Current Value:	\$615,554
Current Increment (to date):	\$0

TIF 32: Khromer Properties

Map Showing TIF #32 Boundaries and Property Information



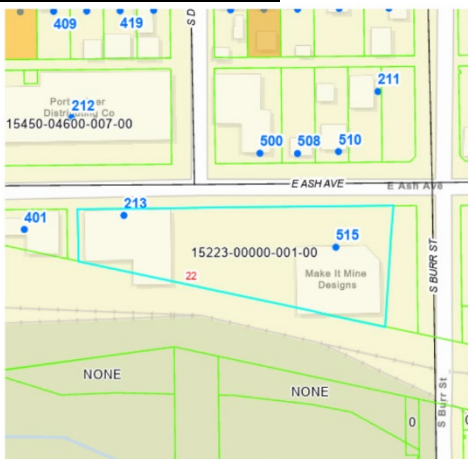
Established:	2024
Maturity Date:	2044
Approved in TIF:	\$527,250
Total Paid (Grant):	\$0
Base Value	\$1,557,071
Current Value:	\$1,557,071
Current Increment (to date):	\$0

TIF 33: Iverson Powersports



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$750,150
Total Paid (Grant):	\$0
Base Value	\$818,913
Current Value:	\$818,913
Current Increment (to date):	\$0

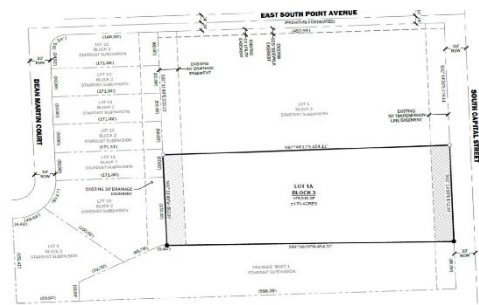
TIF 34: Iverson ABRA



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$946,767
Total Paid (Grant):	\$0
Base Value	\$675,846 (estimated)
Current Value:	\$675,846
Current Increment (to date):	\$0



TIF 35: Copper Flats

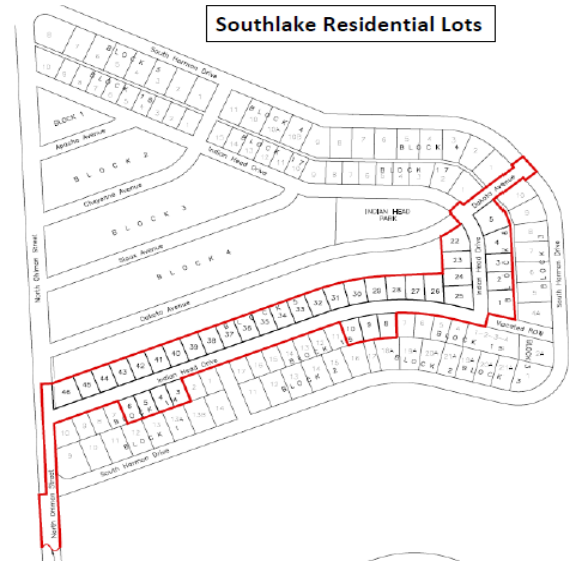


Established:	2024
Maturity Date:	2044
Approved in TIF:	\$675,846
Total Paid (Grant):	\$0
Base Value	\$
Current Value:	\$
Current Increment (to date):	\$0

TIF 36: S.Lake & Ridgeview

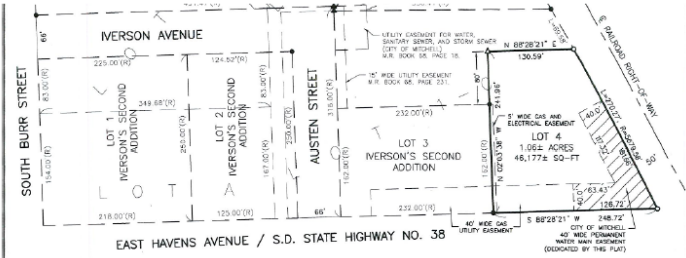


Established:	2024
Maturity Date:	2044
Approved in TIF:	\$675,486
Total Paid (Grant):	\$
Base Value	\$221,229
Current Value:	\$
Current Increment (to date):	\$





TIF 37: Interstate Glass



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$519,347
Total Paid (Grant):	\$
Base Value	\$79,277
Current Value:	\$
Current Increment (to date):	\$

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	November 4, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-71, Plat of Lot B of Big Bend Addition in the NW 1/4 of Section 1 and the NE 1/4 of Section 2, all in T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lot 24 of the Island First Addition, a subdivision of the SE 1/4 of Section 31, T 104 N, R 60 W of the 5th P.M. City of Mitchell, Davison County, South Dakota; as requested by Dennis & Brenda Ellwein. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 10-28-24.		

RESOLUTION #R2024-71

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 28th day of October, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN 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 LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 4th day of November, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



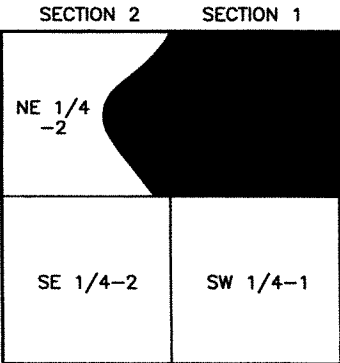
1 Inch = 1000 Feet

- LEGEND**
- = FOUND IRON MONUMENT
 - = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
 - ▲ = FOUND SURVEY SPIKE
 - △ = SET SURVEY SPIKE
 - X = X ON CONCRETE
 - WM = WITNESS MONUMENT
 - 100' = MEASURED BEARING OR DISTANCE

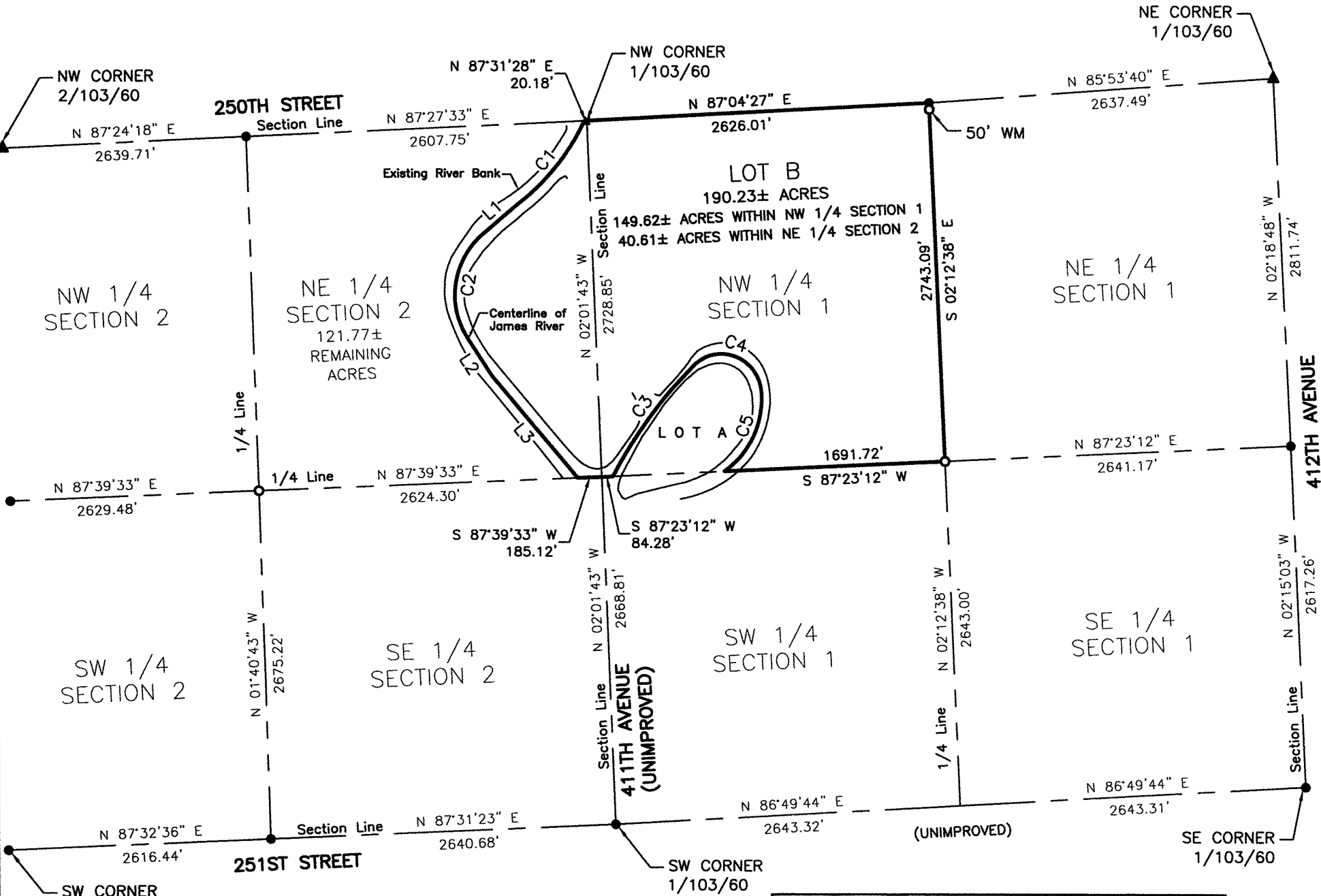
PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND GRID DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.



LOCATION MAP
SCALE: 1" = 3000'



Line Table		
Line #	Length	Direction
L1	424.75'	N 49°24'30" E
L2	330.20'	N 33°18'46" W
L3	1015.60'	N 39°44'03" W

Curve Table				
Curve #	Length	Radius	Ch. Bearing	Ch. Length
C1	803.66'	1800.00'	N 38°28'28" E	797.01'
C2	843.74'	620.00'	S 05°51'24" W	780.12'
C3	1043.88'	3400.00'	N 36°23'37" E	1039.78'
C4	696.12'	305.00'	S 71°49'30" E	554.57'
C5	720.51'	680.00'	N 24°36'26" E	687.27'

A PLAT OF LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

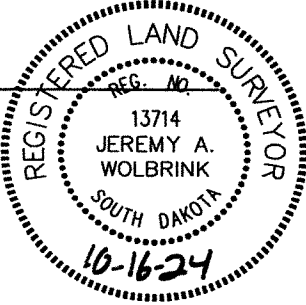
SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of Dennis Ellwein and Brenda Ellwein, as owners, and under their direction for purposes indicated therein, I did on or prior to April 22, 2024, survey those parcels of land described as follows: LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 16TH day of October, 2024.

Jeremy A. Wolbrink
Registered Land Surveyor #SD13714



& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, hereby certify that we are the absolute and unqualified owners of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in GOVERNMENT LOTS 3 AND 4 AND THE SOUTH 1/2 THE NW 1/4 OF SECTION 1, EXCEPT LOT A; AND GOVERNMENT LOTS 1 AND 2 AND THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at our request and under our direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and we hereby dedicate to the public, for public use forever as such, the streets and alleys, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said Lot B shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists 250th Street. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2024.

Dennis Ellwein

Brenda Ellwein

STATE OF SOUTH DAKOTA))SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2024, before me, _____, the undersigned officer, personally appeared Dennis Ellwein and Brenda Ellwein, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires:

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

Chairperson/Vice-Chairperson of Mitchell City Planning Commission

RESOLUTION OF CITY COUNCIL

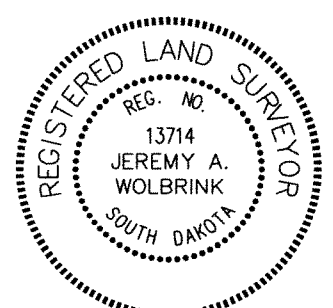
WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2024; and

WHEREAS, it appears from an examination of the plat of LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN 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 plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2024.

Finance Officer/Deputy Finance Officer of City of Mitchell



SPN

& Associates
Engineers, Planners and Surveyors
 2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
 Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Davison County, South Dakota, has been submitted to the County Planning Commission of the said County of Davison, South Dakota; and

WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Davison, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the County Planning Commission of Davison County, South Dakota, that the plat of LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Davison, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the County Planning Commission of Davison County, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

Chairperson/Vice-Chairperson of Davison County Planning Commission

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Davison County, South Dakota, that the plat of LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Dated this _____ day of _____, 2024.

Chairperson/Vice-Chairperson, Board of County Commissioners of Davison County

AUDITOR'S CERTIFICATE

I do hereby certify that the above resolution was adopted by the Board of County Commissioners of Davison County, South Dakota, at a regular meeting held on _____, 2024, approving the above-named plat.

Auditor/Deputy Auditor of Davison County

CERTIFICATE OF HIGHWAY AUTHORITY

The location of the existing approach(es) is hereby approved. Any change in the location of the existing approach(es) shall require additional approval.

By: _____ Title: _____ Date: _____
Highway Authority

CERTIFICATE OF COUNTY TREASURER

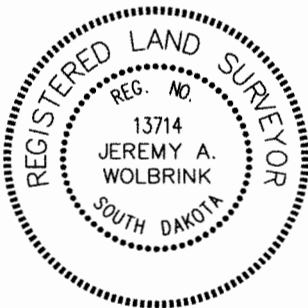
I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

Treasurer/Deputy Treasurer of Davison County

Date



& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



A PLAT OF LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I hereby certify that a copy of the plat of LOT B OF BIG BEND ADDITION IN THE NW 1/4 OF SECTION 1 AND THE NE 1/4 OF SECTION 2, ALL IN T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

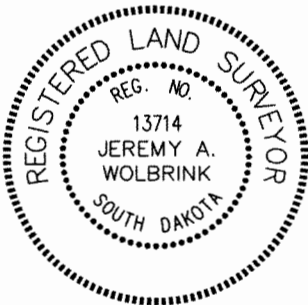
Director of Equalization/Deputy Director of Equalization of Davison County Date

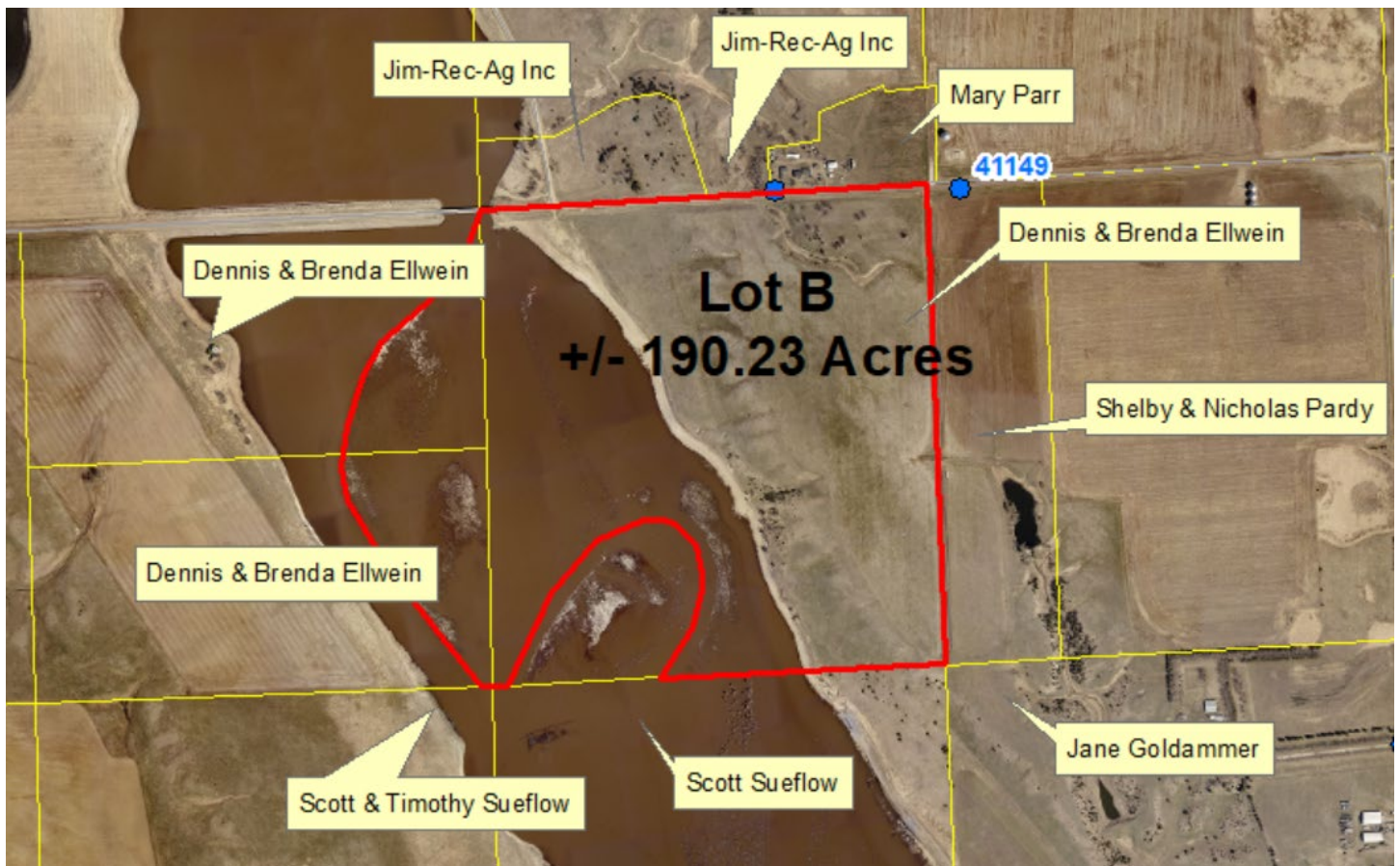
REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

FILED for record this _____ day of _____, 2024, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County By _____ Deputy





CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	November 4, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-72, Plat of Tract 3 in the West 626.84 feet of Lot 5 of Crane's Addition, in the SE 1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Tract 3 in the West 626.84 feet of Lot 5 of Crane's Addition, in the SE 1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Ronald & Michele Riggs. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 10-28-24.		

RESOLUTION #R2024-72

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 28th day of October, 2024; and

WHEREAS, it appears from an examination of the PLAT OF TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 4th day of November, 2024.

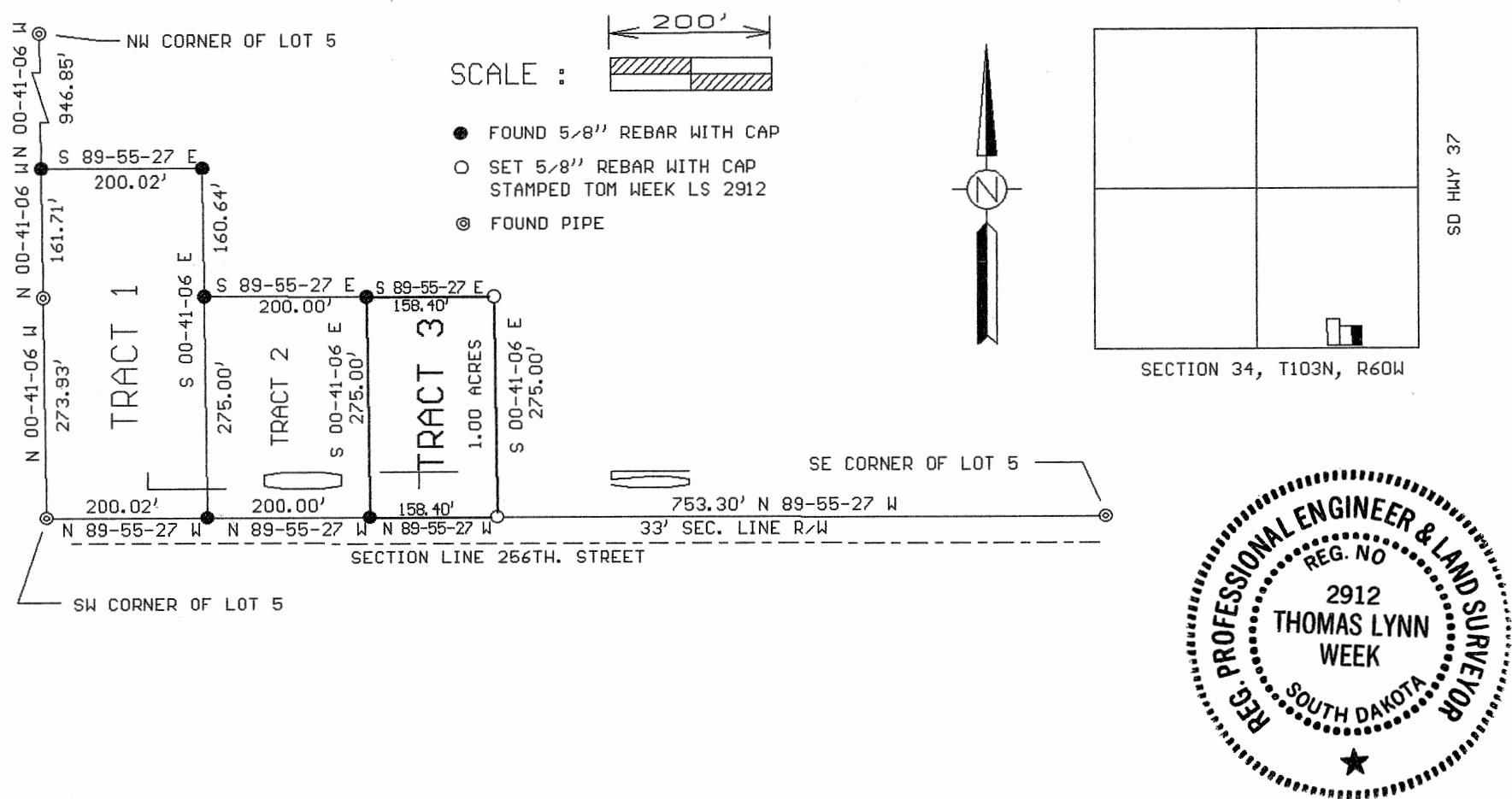
MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

PLAT OF TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION,
IN THE SE1/4 OF SECTION 34, T103N, R60W OF THE 5TH. P.M., DAVISON
COUNTY, SOUTH DAKOTA.



SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNERS, MADE A SURVEY OF TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE1/4 OF SECTION 34, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 13TH. DAY OF OCTOBER, 2024.

THOMAS LYNN WEEK
REGISTERED LAND SURVEYOR
REG. NO. 2912

CERTIFICATE OF STREET AUTHORITY

THERE IS NO EXISTING ACCESS TO TRACT 3. ACCESS WILL NEED TO BE APPROVED.
DATED THIS ____ DAY OF _____, ____.

TOWNSHIP / COUNTY HIGHWAY REPRESENTATIVE

DIRECTOR OF EQUALIZATION CERTIFICATE

THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THE FOREGOING PLAT. DATED THIS ____ DAY OF _____, ____.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF
EQUALIZATION, DAVISON COUNTY, S.D.

TREASURER CERTIFICATE

THE UNDERSIGNED, COUNTY TREASURER\DEPUTY TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS ____ DAY OF _____, ____.

TREASURER/DEPUTY TREASURER DAVISON COUNTY, S.D.

PLAT OF TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE1/4 OF SECTION 34, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

OWNER'S CERTIFICATE AND AGREEMENT OF PROTECTION OF WATER

WE, RONALD L. RIGGS AND MICHELE S. RIGGS, DO HEREBY CERTIFY, THAT WE ARE THE ABSOLUTE AND UNQUALIFIED OWNERS OF THE ABOVE DESCRIBED REAL PROPERTY: TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE1/4 OF SECTION 34, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. THAT THE ABOVE SURVEY AND PLAT WERE MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND INCLUDED IN THE BOUNDARIES OF TRACT 3, SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH ADDITION, AND SHALL IN PROSECUTION OF SUCH PROTECTION CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATIONS THAT WASTE WATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM.

DATED THIS _____ DAY OF _____, _____, _____
RONALD L. RIGGS MICHELE S. RIGGS
STATE OF _____
COUNTY OF _____
ON THIS _____ DAY OF _____, _____, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED RONALD L. RIGGS AND MICHELE S. RIGGS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____
NOTARY PUBLIC

RESOLUTION OF COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE DAVISON COUNTY, SOUTH DAKOTA, PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE1/4 OF SECTION 34, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR DAVISON COUNTY, AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA IS RECOMMENDED.

THE FOREGOING RESOLUTION WAS PASSED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, _____.
CHAIRMAN/VICE CHAIRMAN, PLANNING COMMISSION

RESOLUTION OF APPROVAL

WHEREAS, IT APPEARS THAT THE OWNERS THEREOF HAVE CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE1/4 OF SECTION 34, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA AND HAVE SUBMITTED SUCH PLAT TO THE COUNTY COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA FOR APPROVAL. NOW THEREFORE BE IT RESOLVED, THAT SUCH PLAT HAS BEEN EXECUTED ACCORDING TO THE LAW AND SAME IS HEREBY APPROVED. THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

I, _____, COUNTY AUDITOR/DEPUTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, ON THIS _____ DAY OF _____, _____.
COUNTY AUDITOR/DEPUTY AUDITOR CHAIRMAN/VICE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

PLAT OF TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE1/4 OF SECTION 34, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE1/4 OF SECTION 34, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF CITY FINANCE OFFICER OF MITCHELL, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF THE SAID CITY OF MITCHELL, SOUTH DAKOTA; AND WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE1/4 OF SECTION 34, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, _____.

CITY PLANNING COMMISSION BY: _____

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE _____ DAY OF _____, _____; AND WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE1/4 OF SECTION 34, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, AS PREPARED BY THOMAS LYNN WEEK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT 3 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE1/4 OF SECTION 34, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH HEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE _____ DAY OF _____, _____.

FINANCE OFFICER BY: _____

REGISTER OF DEEDS CERTIFICATE

THE UNDERSIGNED, REGISTER OF DEEDS\DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT THE ORIGINAL PLAT WAS FILED FOR RECORD THIS _____ DAY OF _____, _____, _____ O'CLOCK ____ M., AND DULY RECORDED IN BOOK _____, PAGE _____.

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, S.D.

PREPARED BY TOM WEEK
407 REGAL DRIVE
YANKTON, SOUTH DAKOTA 57078
605-665-8333



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:	November 4, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-73, Plat of Lot 10, Block 1 of Westwood First Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot A-3, a subdivision of Lot A-1 of N. Boyden First Addition, a subdivision of the SE 1/4 of the NE 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by CJM Consulting Inc. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 10-28-24.		

RESOLUTION #R2024-73

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 28th day of October, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT 10, BLOCK 1 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 10, BLOCK 1 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 4th day of November, 2024.

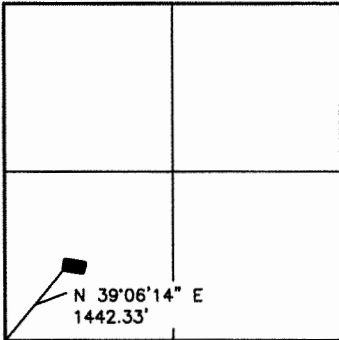
MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

SEC. 16, T 103 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'



1 Inch = 100 Feet

LEGEND

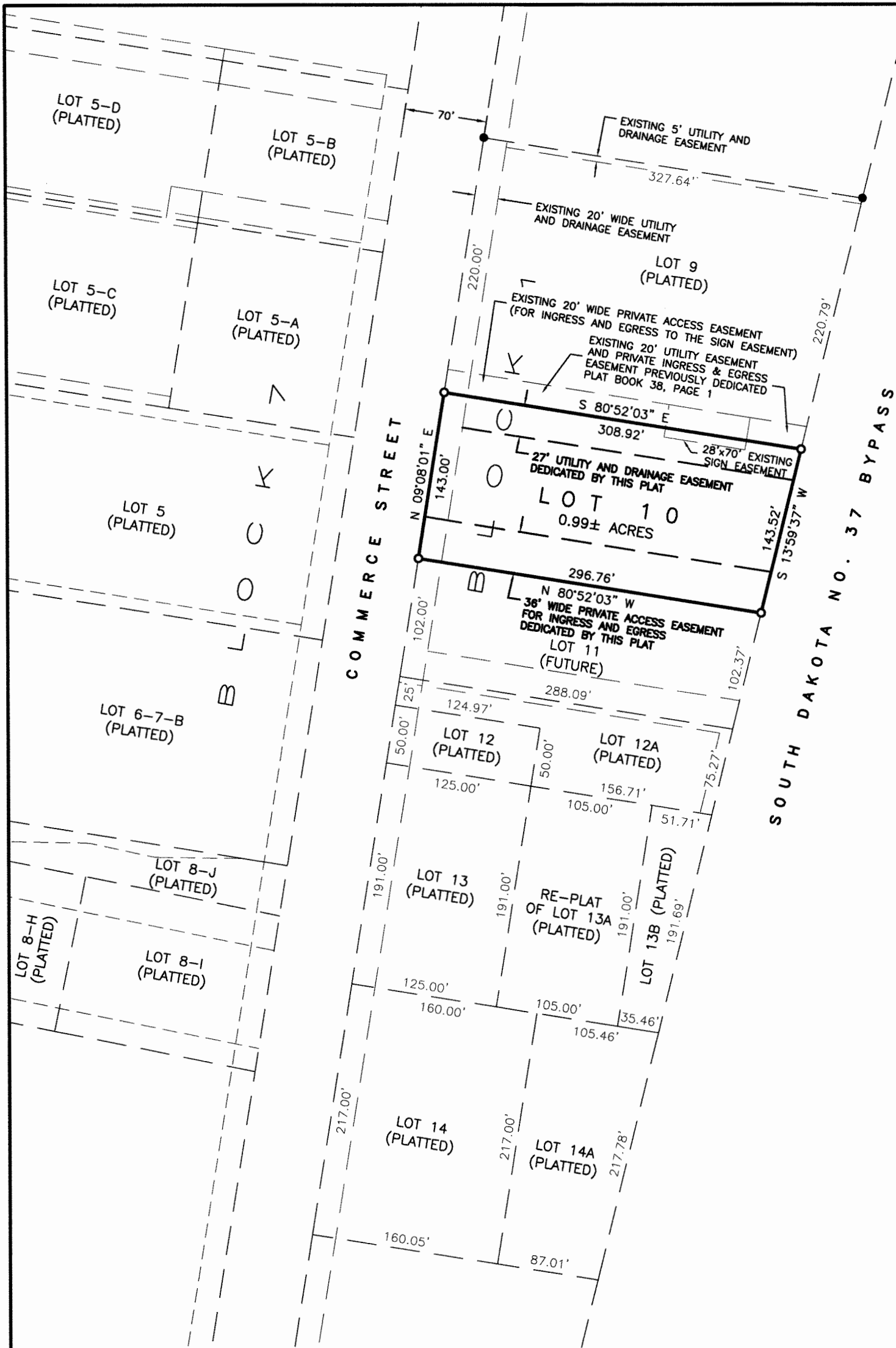
- = FOUND IRON MONUMENT
- = SET 5/8" X 16" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

BEARINGS ARE BASED ON AN
ASSUMED COORDINATE SYSTEM
USING GPS GRID BEARINGS
AND GROUND DISTANCES

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.

LOTS LABELED AS PLATTED OR FUTURE
ARE AS OF 10/17/24 WHICH IS THE
DATE THIS DRAWING WAS CREATED



A PLAT OF LOT 10, BLOCK 1 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of CJM Consulting, Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to October 17, 2024, survey those parcels of land described as follows: LOT 10, BLOCK 1 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

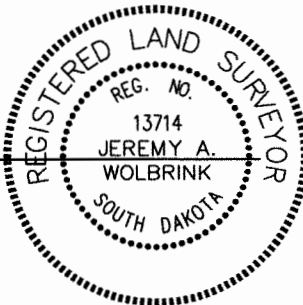
In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of October, 2024.

Registered Land Surveyor #SD13714

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015





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:	November 4, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-74, Plat of Lot A-3, a subdivision of Lot A-1 of N. Boyden First Addition, a subdivision of the SE 1/4 of the NE 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lot A-3, a subdivision of Lot A-1 of N. Boyden First Addition, a subdivision of the SE 1/4 of the NE 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Railroad Pines LLC. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 10-28-24.		

RESOLUTION #R2024-74

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 28th day of October, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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 LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 4th day of November, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

LEGEND

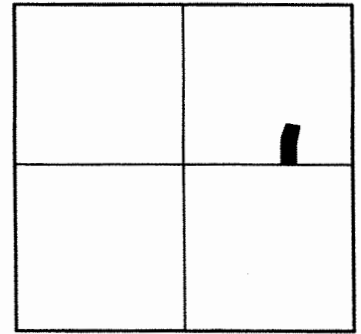
- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.

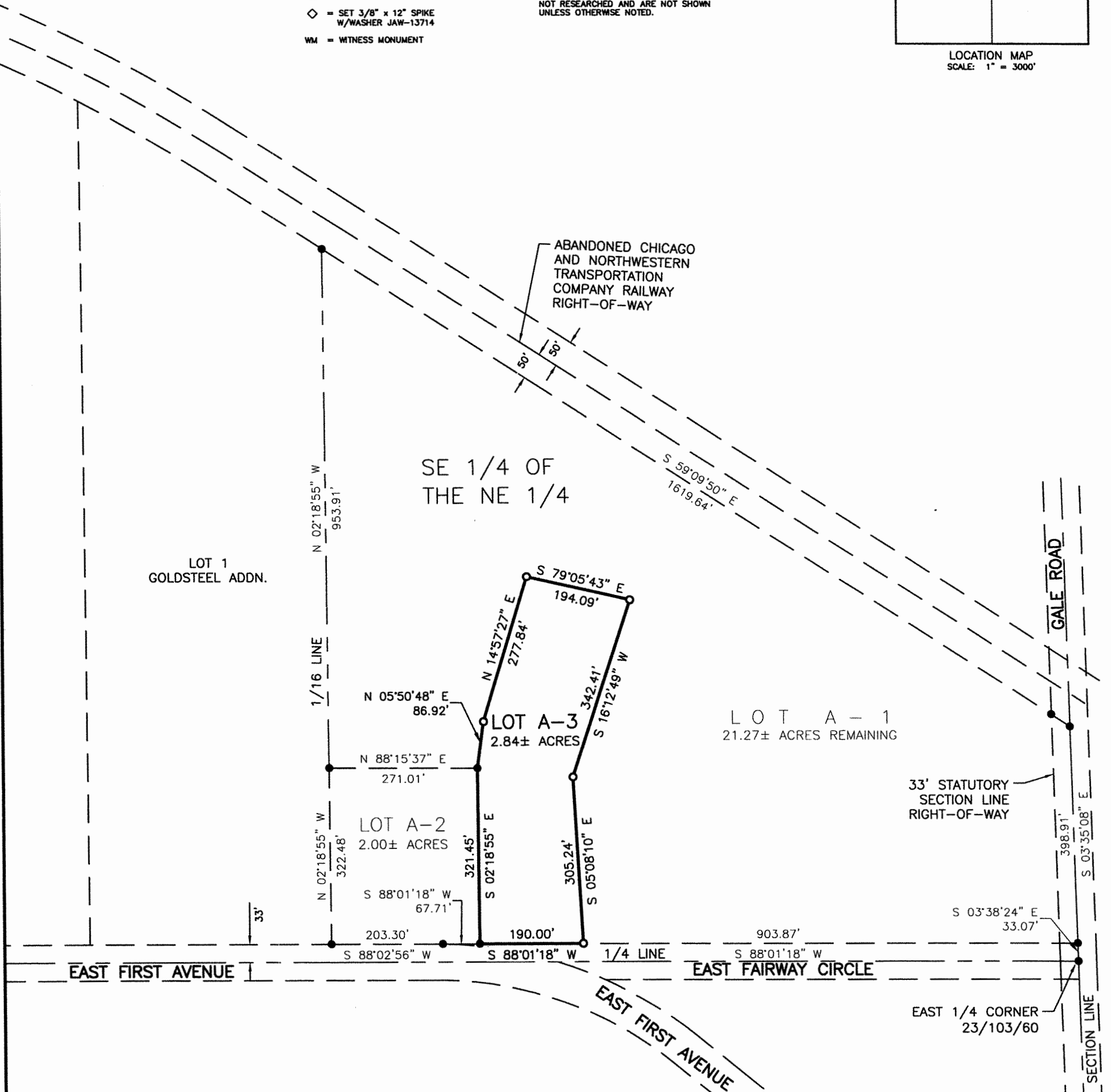
SEC. 23, T 103 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'



1 Inch = 200 Feet



A PLAT OF LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

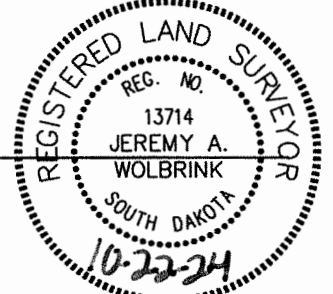
SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of Railroad Pines, LLC, a South Dakota Limited Liability Company, as owner, and under its direction for purposes indicated therein, I did on or prior to October 16, 2024, survey those parcels of land described as follows: LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 22ND day of October, 2024.

Jeremy A. Wolbrink
Registered Land Surveyor #SD13714



SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2024; and
WHEREAS, it appears from an examination of the plat of LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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 plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;
THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.
The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2024.

Finance Officer/Deputy Finance Officer of City of Mitchell

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Davison County, South Dakota, has been submitted to the County Planning Commission of the said County of Davison, South Dakota; and
WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Davison, South Dakota, heretofore adopted by this Commission;
NOW THEREFORE, be it resolved by the County Planning Commission of Davison County, South Dakota, that the plat of LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Davison, South Dakota, is hereby recommended.
The undersigned hereby certifies that the foregoing resolution was passed by the County Planning Commission of Davison County, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

Chairperson/Vice-Chairperson of Davison County Planning Commission

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Davison County, South Dakota, that the plat of LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Chairperson/Vice-Chairperson, Board of County Commissioners of Davison County

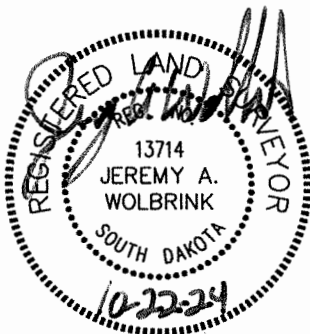
AUDITOR'S CERTIFICATE

I do hereby certify that the above resolution was adopted by the Board of County Commissioners of Davison County, South Dakota, at a regular meeting held on _____, 2024, approving the above-named plat.

Auditor/Deputy Auditor, Davison County



& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



A PLAT OF LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

CERTIFICATE OF HIGHWAY AUTHORITY

The location(s) of the existing approach(es) is/are hereby approved. Any change in the location(s) of the existing approach(es) shall require additional approval.

By: _____ Title: _____ Date: _____
Highway Authority

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

Treasurer/Deputy Treasurer, Davison County Date

DIRECTOR OF EQUALIZATION

I hereby certify that a copy of the plat of LOT A-3, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

Director of Equalization/Deputy Director of Equalization, Davison County Date

REGISTER OF DEEDS

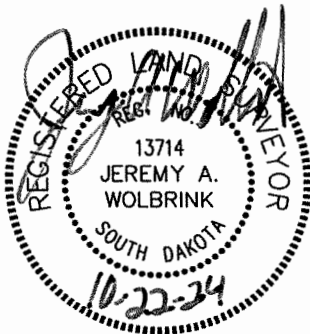
STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

FILED for record this _____ day of _____, 2024, at _____, and recorded in Book _____ of Plats on Page(s) _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County By _____ Deputy



& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015





CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	November 4, 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 Second Reading on Ordinance #O2024-10, Rezoning 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; 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.

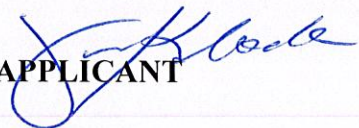
☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

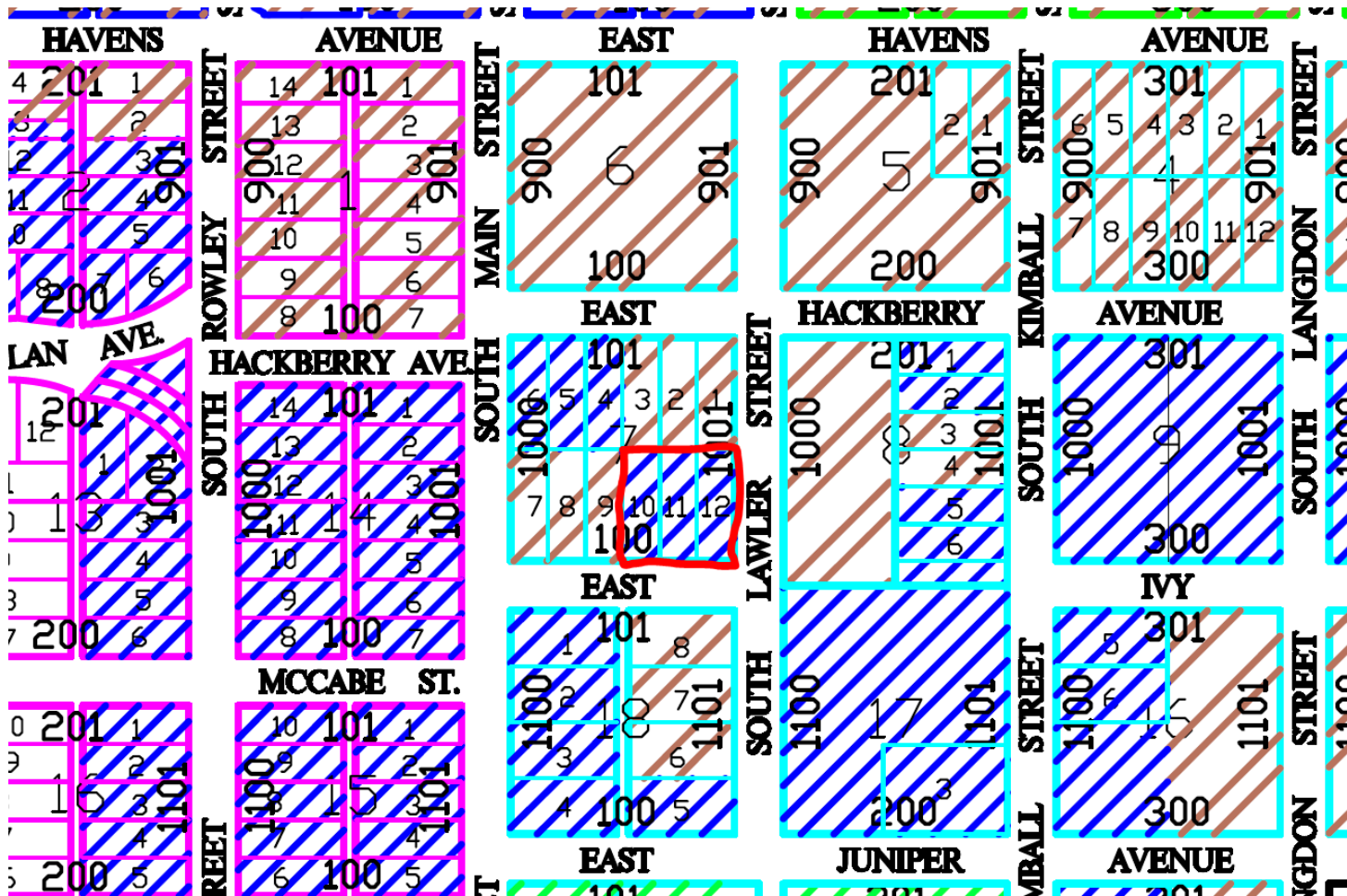
Legal Description: S ½ of the E ½ of Square 7 (Lots 10-12, Square 7) Weaver's Squares Addition, City of Mitchell, Davison County, South Dakota.

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:

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.

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I/We Hackberry Holdings
OWNER
915 S Kimball St. Mitchell, SD 57301
ADDRESS

✓ APPROVE
DISAPPROVE

COMMENTS:

October 2, 2024

TO WHOM IT MAY CONCERN:

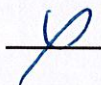
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The complete application and all supporting documents can be found on the City of Mitchell's agenda center located @ <https://mitchellsd.portal.civicclerk.com/>. If you have any questions regarding this matter, you can reach Mark Jenniges at the above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

I/We Brian Klock
OWNER
915 S Kimball St. Mitchell, SD 57301
ADDRESS

 APPROVE

_____ DISAPPROVE

COMMENTS:



TO: Mayor Jordan Hanson
City Council Members

FROM: Stephanie Ellwein, City Administrator

RE: 2025 Annual Budget- First Reading

The enclosed 2025 budget reflects the discussions and recommended changes by the City Council during the Budget Work Sessions held on July 29, September 9, September 16, and September 30. The budget reflects conservative revenue projections and the overall budget is structurally balanced.

This is the first reading on the annual budget, the second hearing is scheduled for November 18th. Some general highlights of the budget are listed below. A detailed overview of the budget is also included in the packet.

- The City of Mitchell **total annual budget is \$85,193,277**. Of this \$29,279,083 (34%) is the general fund budget.
- Budget requests were **reduced by \$7,807,465** in order to present a **structurally balanced budget**. Of those cuts:
 - **\$6,994,430** were in **capital improvements**.
 - **\$813,035** were in **operational** budget requests.
- **Sales tax is 55% of the overall budgeted revenue** and **property tax is 27% of the overall budgeted revenue** in 2025.
- The budget includes **\$36,203,868 in capital improvements** which is **42% of the 2025 budget**.
- The Capital Improvements can be grouped into the following categories:
 - **Facility Improvements** in the amount of **\$23,778,874**
 - **Infrastructure Improvements** in the amount of **\$10,067,990**
 - **Equipment** in the amount of **\$2,559,004**
- The **Major Capital Improvements Projects** for 2025 include:
 - **Lake Mitchell Dredge/Improvement Project** \$21,500,000
 - **5th Avenue** from Burr to Foster: \$4,300,000
 - **6th Avenue** from Lawler to Burr: \$1,575,000
 - **Street Overlay** Projects: \$749,250
 - **Jetty** Project: \$550,000
 - **Chip Seal/Asphalt Projects**: \$340,000
- The budget includes tentative approval of **\$710,500 in subsidies** to non-profits in the Mitchell Community.
- The number of budgeted **full-time employees is 179, the same level as in 2024**. The proposed budget includes a 3% cost of living adjustment for wages as negotiated with the AFSCME, IAFF, and Teamster unions.

**Ordinance #O2024-11
2025 Appropriation Ordinance**

	101 General Fund	201 Park Fund	202 Corn Palace Fund	203 Lake Fund	209 BID #4	211 Entertainment Tax	213 BID #3	214 E-911	218 Community Services	219 Nutrition	226 Library Fines	230 Airport Fund	304 TID #8	305 TID #9	308 TID #14	313 TID #19	314 TID #20	315 TID #21	318 TID #24	319 TID #26	320 TID #27	321 TID #28	322 TID #29	350 Indoor Pool
Part 1 (SDCL 9-21-2)																								
Be it ordained by the City of Mitchell that the following sums are appropriated to meet the obligations of the municipality.																								
Governmental Funds																								
410 General Government																								
411 Legislative	145,958																							
411.5 Contingency	804,628																							
412 Executive	380,218																							
413 Elections																								
414 Financial Administration	1,439,660																							
419 Other	701,100																							
Total General Government	3,471,564																							
420 Public Safety																								
421 Police	4,704,006																							
421.5 E-911								1,138,710																
422 Fire	2,150,795																							
Total Public Safety	6,854,801							1,138,710																
430 Public Works																								
431 Highways and Streets	6,571,150																							
435 Airport												2,188,621												
437 Cemeteries	369,290																							
Total Public Works	6,940,440											2,188,621												
440 Health & Welfare																								
441 Health	53,050																							
446 Ambulance																								
Total Health & Welfare	53,050																							
450 Culture & Recreation																								
450 Allocations	113,000				180,000																			
451 Recreation		3,205,369							1,552,193	406,301														
452 Parks		1,866,129		22,056,400																				
455 Libraries	872,851																							
456 Auditorium			1,953,186																					
Total Culture and Recreation	985,851	5,071,498	1,953,186	22,056,400	180,000				1,552,193	406,301	30,000													
460 Conservation and Development																								
463 Urban Redevelopment and Assistance						667,500	60,000																	
465 Economic Opportunity	302,000																							
Total Conservation and Development	302,000					667,500	60,000																	
470 Debt Service	848,500			294,500																				
471 Principal													250,000	115,000	55,000	29,000	15,000	25,000	150,000	15,000	15,000	15,000	5,000	245,000
472 Interest														5,000	10,000	6,000	10,000	2,000						25,000
Total Debt Service	848,500			294,500									250,000	120,000	65,000	35,000	25,000	27,000	150,000	15,000	15,000	15,000	5,000	270,000
510 Other Financing Uses																								
511 Operating Transfers Out	9,822,877					420,000																		
Total 2025 Appropriations	29,279,083	5,071,498	1,953,186	22,350,900	180,000	1,087,500	60,000	1,138,710	1,552,193	406,301	30,000	2,188,621	250,000	120,000	65,000	35,000	25,000	27,000	150,000	15,000	15,000	15,000	5,000	270,000

Ordinance #O2024-11
2025 Appropriation Ordinance

	101	201	202	203	209	211	213	214	218	219	226	230	304	305	308	313	314	315	318	319	320	321	322	350
	General	Park	Corn Palace	Lake	BID #4	Entertainment	BID #3	E-911	Community	Nutrition	Library	Airport	TID #8	TID #9	TID #14	TID #19	TID #20	TID #21	TID #24	TID #26	TID #27	TID #28	TID #29	Indoor
	Fund	Fund	Fund	Fund		Tax			Services		Fines	Fund												Pool
Part II (9-22-1)																								
(9-21-19)																								
(9-21-20)																								
The following designates the fund or funds that money derived from the following sources is applied to.																								
Governmental Funds																								
Unassigned Fund Balance	4,684,100	100,000		685,329	-70,000	112,500	-5,000	74,300		56,573														53,500
310 Taxes	20,409,526				250,000	975,000							250,000	120,000	65,000	35,000	25,000	27,000	150,000	15,000	15,000	15,000	5,000	
320 Licenses and Permits	260,500																							
330 Intergovernmental Revenue	1,467,530	152,500																						
340 Charges for Goods and Services	296,854	1,066,973	1,459,500	165,571				394,477	1,009,941	231,118		1,783,175												
350 Fines and Forfeits	33,000							469,933	341,830	104,610		163,742												
360 Miscellaneous Revenue	977,573	16,532	5,300			65,000			107,635	14,000	30,000													216,500
390 Other Sources	1,150,000	3,735,493	488,386	21,500,000			200,000		92,787			241,704												
Total Means of Finance	29,279,083	5,071,498	1,953,186	22,350,900	180,000	1,087,500	60,000	1,138,710	1,552,193	406,301	30,000	2,188,621	250,000	120,000	65,000	35,000	25,000	27,000	150,000	15,000	15,000	15,000	5,000	270,000

Ordinance #O2024-11 2025 Appropriation Ordinance

	602 Water Fund	604 Sewer Fund	612 Sanitation Fund	614 Golf Course Fund	619 Campground Fund	621 EMS Fund
Proprietary and Fiduciary Funds						
Beginning Unrestricted Cash	7,816,592	4,340,698	3,860,110	165,405	0	756,850
Estimated Revenue	9,585,865	7,000,141	2,972,950	570,700	115,000	1,503,732
TOTAL AVAILABLE	17,402,457	11,340,839	6,833,060	736,105	115,000	2,260,582
Less Appropriations (Expenses)	7,088,298	5,628,691	3,891,878	532,229	84,844	1,677,345
ESTIMATED SURPLUS	10,314,159	5,712,148	2,941,182	203,876	30,156	583,237
Less Estimated Surplus Retained	10,314,159	5,712,148	2,941,182	203,876	30,156	583,237
ESTIMATED SURPLUS TO BE TRANSFERRED TO GOVERNMENTAL FUNDS	0	0	0	0	0	0

Part IV

The Finance Officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditor.

Amount to be certified to County Auditor- \$6,743,837

Attest:

Mayor

Finance Officer

First Reading: November 4, 2024

Second Reading: November 18, 2024

Adoption: November 18, 2024



2025 Annual Budget Overview

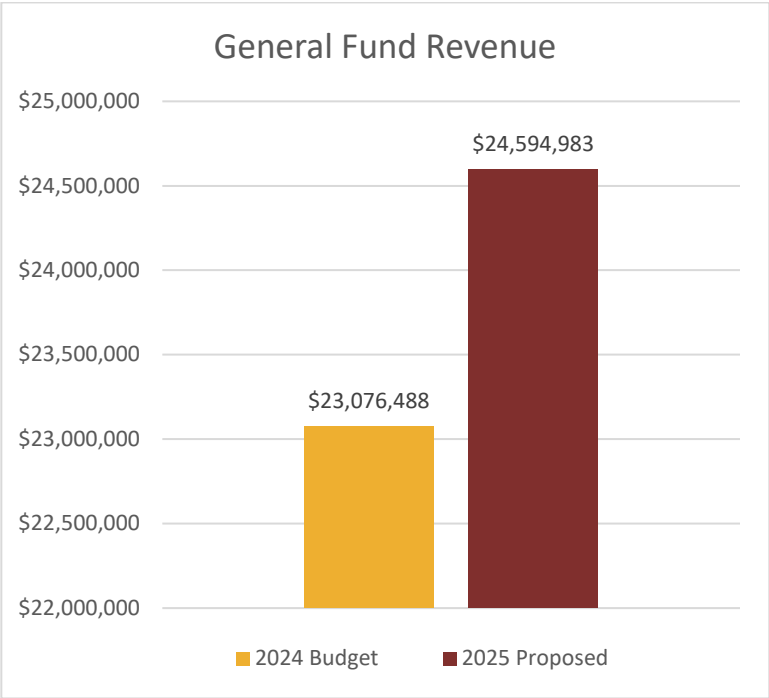
*The Annual Budget Hearings are scheduled for:
November 4th: First Reading
November 18: 2nd Reading & Adoption*

Revenue

General Fund

General Fund Revenue serves as the main revenue for basic city operations. The major revenue sources for the 2025 General Fund include **Property Tax (27% of overall revenue for 2025, 33% of the total tax revenue for 2025)** and **Sales Tax (55% of the overall revenue in 2025, and 67% of the total tax revenue for 2025)**. Overall revenue projections **have increased** for the 2025 General Fund Budget in the amount of **\$1,518,495** as compared to 2024. The increase is a result of State Revolving Fund (SRF) Loan funds, increased sales tax receipts, increased interest paid to city accounts, and increased property tax collections.

The budget includes conservative revenue projections; however, **Initiated Measure 28 (IM28) will potentially impact this budget projection if it passes**. The 2025 annual budget includes a 2% increase from the 2024 Sales Tax Budget but less than actual collections in 2023. The current increases we have seen in 2024 were not included into revenue due to the potential impacts of IM 28.

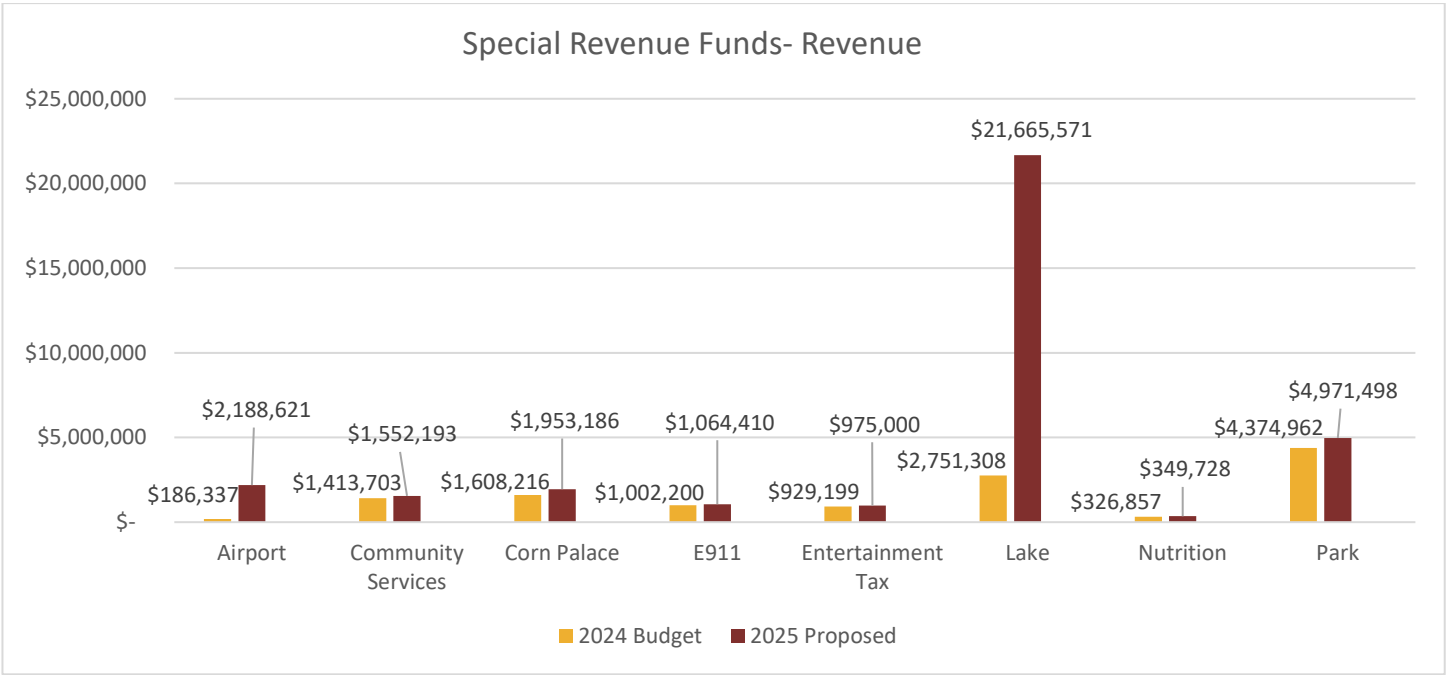


Of Note:

- The CPI for property tax increases was 3.0% which resulted in a property tax collection increase of \$193,436.
- The Growth for property tax is estimated at 1.59% resulting in a property tax collection increase of \$102,521,29.
- The budget also projects a 2% increase from the 2024 Sales Tax Budget, an increase of \$302,620 from the 2024 Budget. This budget amount is \$1,502,137 below the projected 2024 collection levels.

Special Revenue Funds

In addition, special revenue funds and enterprise funds were reviewed to ensure that projections for 2025 matched actual collections in 2024 and future collections in 2025. This ensures that as administration reviewed the 2025 budget requests, the requests are attainable revenue projections. This continues the City’s goal that the City will not rely on using reserves to balance the budget due to not reaching expected revenue projections.

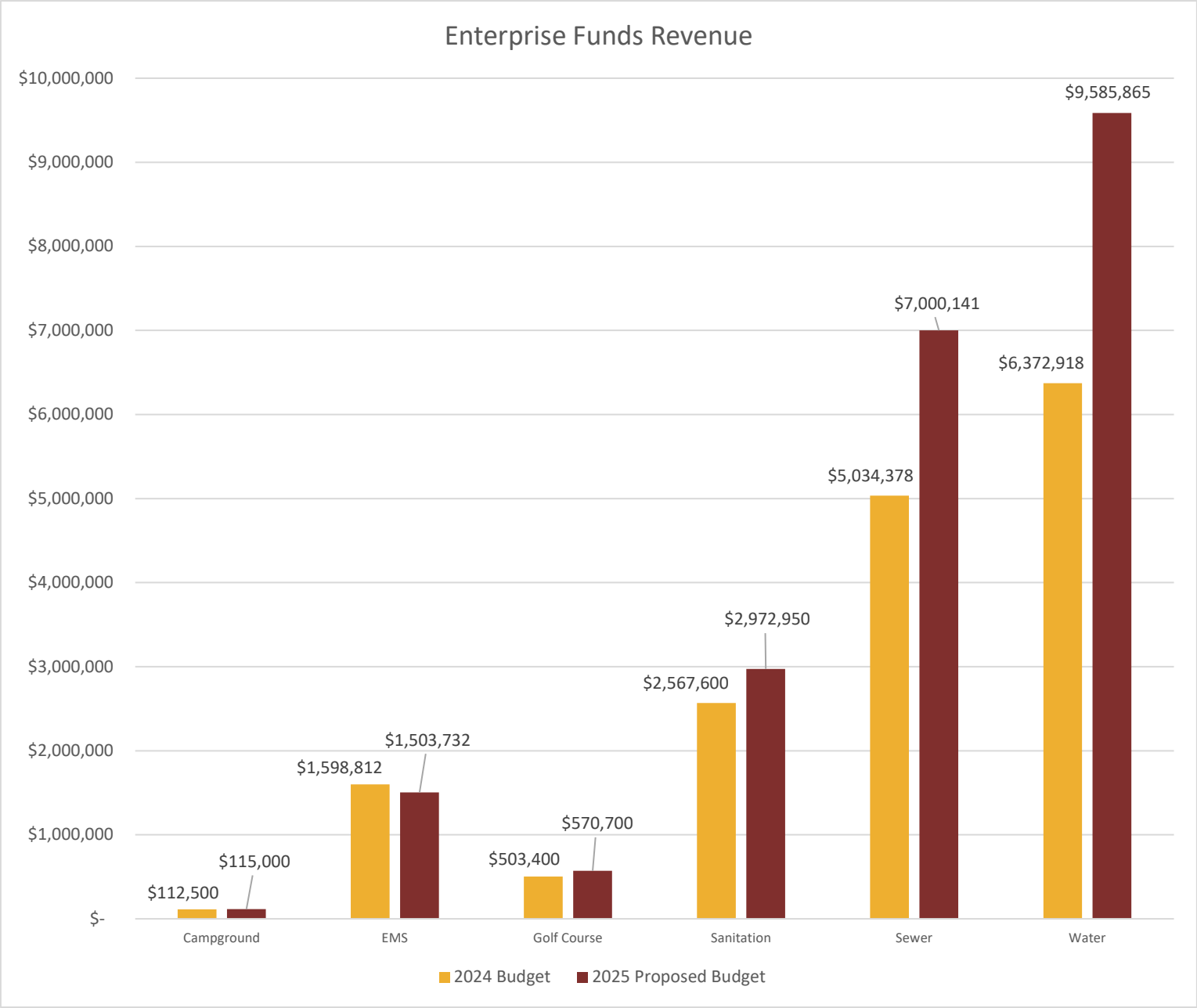


Of Note:

- Airport Revenue increased \$2,002,284 from 2024. The increase is due to anticipated grant funds for design of an airport hangar.
- Community Services revenue increase \$138,490 due to an additional \$34,787 transfer in from general fund and an increase in anticipated grant funds.
- Corn Palace Revenue increased \$344,970. The increase is due to an increase in projected revenue from adding an additional concert in 2025, and bringing up concession sales to match actual 2023 and YTD 2024 sales.
- E911 budgeted revenue increased \$62,210 from 2024. The PSAP were increased in 2024 by the legislature that resulted in additional revenue in the 2025 Budget.
- Entertainment tax revenue increased \$45,801, which is a 5% increase from the 2024 budgeted levels, and is at the projected 2024 levels. The entertainment tax should not be impacted by IM28 since it is alcohol, hotels, prepared food, and ticket sales. Prepared food and alcohol are specifically exempt from IM28.
- Lake Fund Revenue increased \$18,914,263 from the 2024 budget levels. The increase comes from \$16,815,900 of State Revolving Fund (SRF) loan proceeds as well as a transfer in from general fund.
- Nutrition Revenue increased \$22,871 in 2024. This increase is due to projected increase in fund revenue (charges for services).
- Park fund revenue increased \$596,536 from 2024. The transfer from general fund is proposed at \$3,735,493 which is an increase of \$805,493 from 2024. Additionally, the revenue budget assumes the City will receive a grant in the amount of \$98,500 towards the gainer park project.

Enterprise Funds

The City of Mitchell has six designated enterprise operations. The enterprise funds include: Campground, Emergency Medical Services, Golf Course, Sanitation, Water, and Sewer. Emergency Medical Services used to be a general fund operation, but was moved to enterprise operations in 2021 to properly track and account for those expenses and revenue. To be considered an enterprise fund, the fund should cover the cost of operation from the revenue the fund generates.

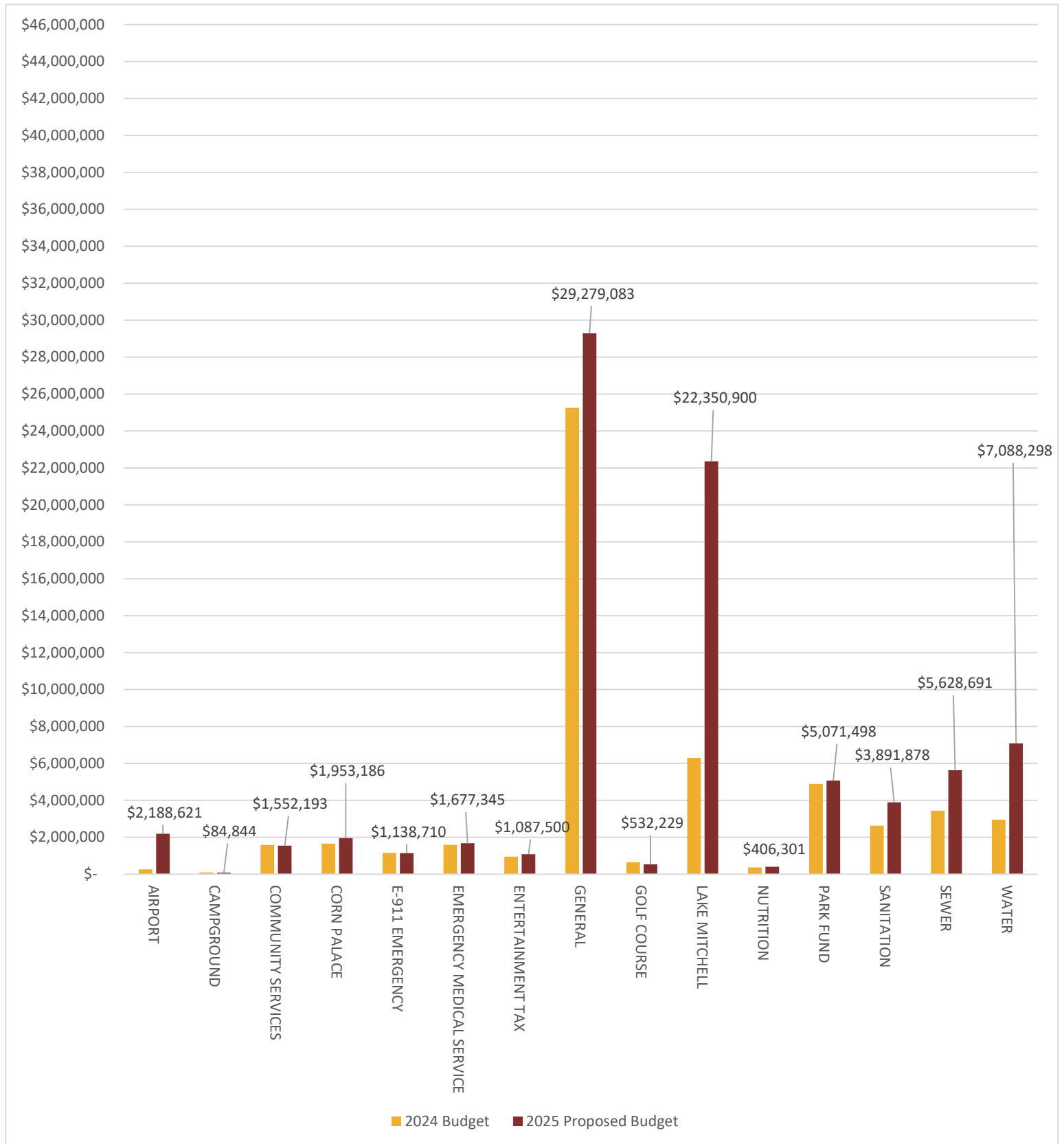


Of Note:

- Campground Fund revenue increased \$2,500 in the 2025 budget in comparison to 2024.
- EMS Fund revenue decreased \$95,080. The general fund transfer to EMS is decreasing \$96,000 to \$800,407 in 2025.
- Golf Course Fund revenue increased \$67,300 in the 2025 budget compared to 2024. The increase comes from user fees.
- Sanitation Fund revenue increased \$405,350 from 2024. The revenue budget was increased to match actual collections.
- Sewer Fund revenue increase \$1,965,763 from the 2024 budget due to increased user fees and State Revolving Fund (SRF) loan fees.
- Water Fund revenue decreased \$3,212,947 due to increased user fees and State Revolving Fund (SRF) loan fees.

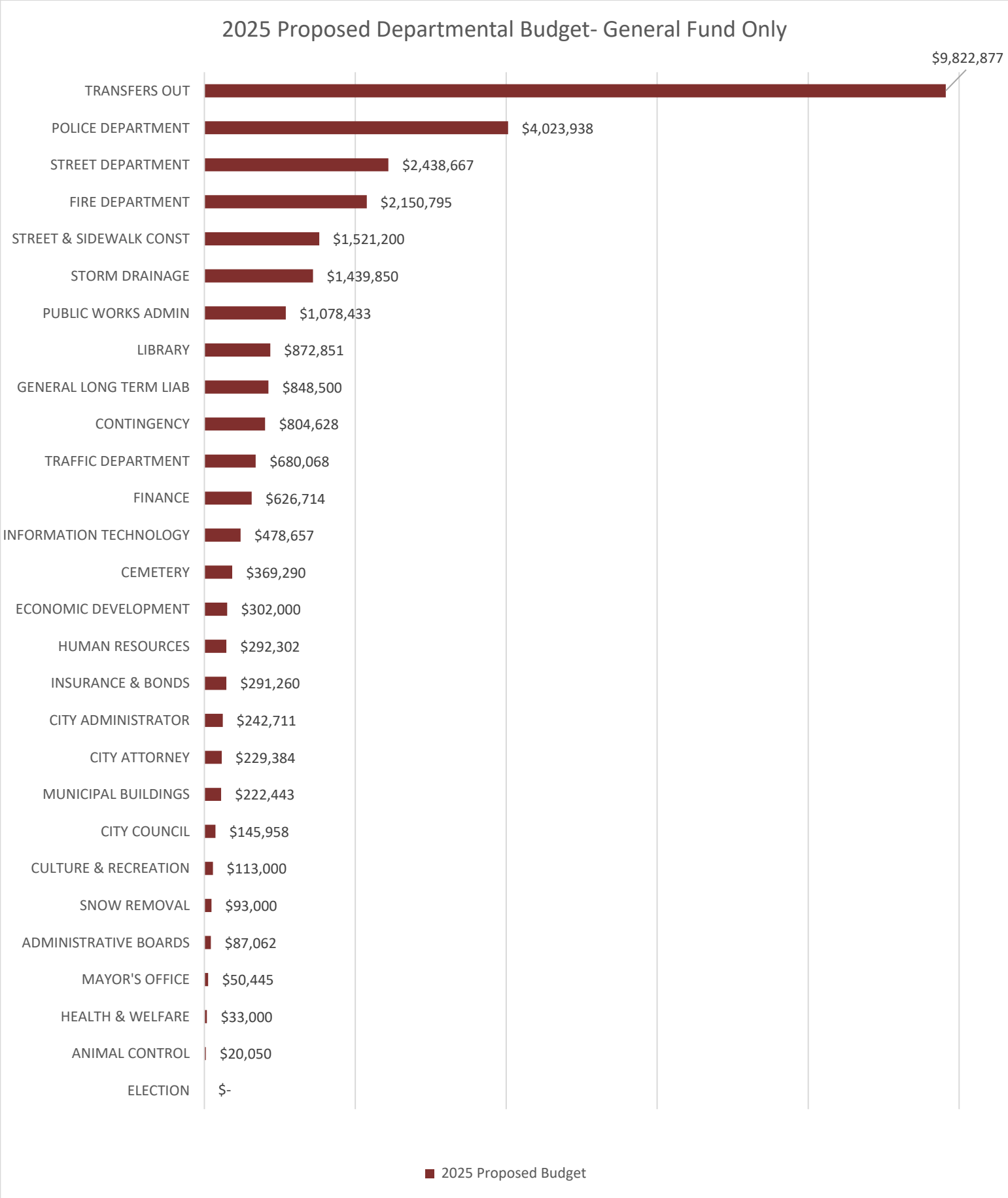
Expenditures

The 2025 operational budgets total \$83,931,277; which represents \$30,142,783 more, or a 56% increase from the 2024 approved budget (\$53,788,494). The budgeted funds include general fund, special revenue funds, and enterprise funds.



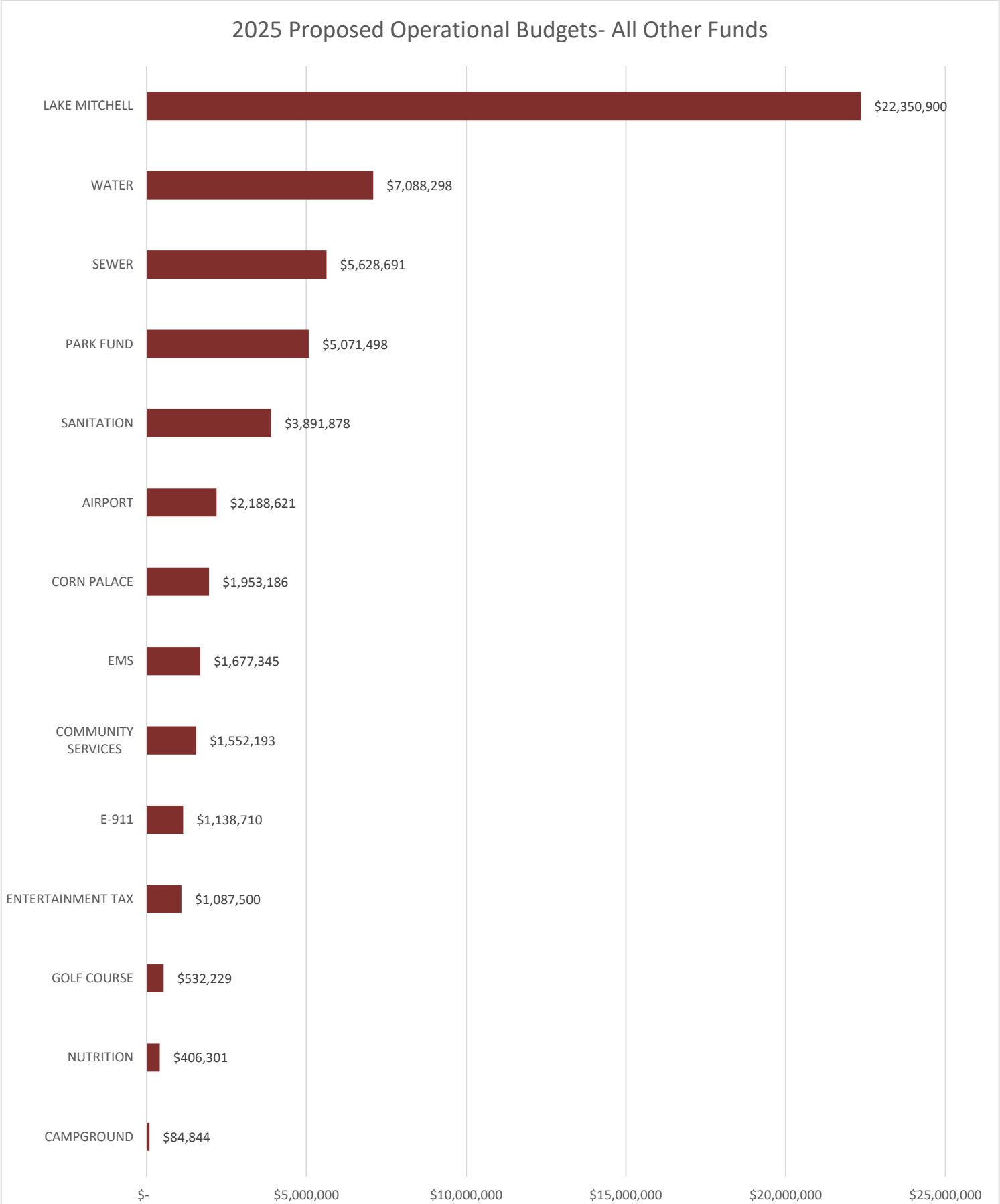
General Fund

General fund is the main operational fund for city services. Transfers out are made to other special revenue or enterprise funds in order for them to have a balanced budget.



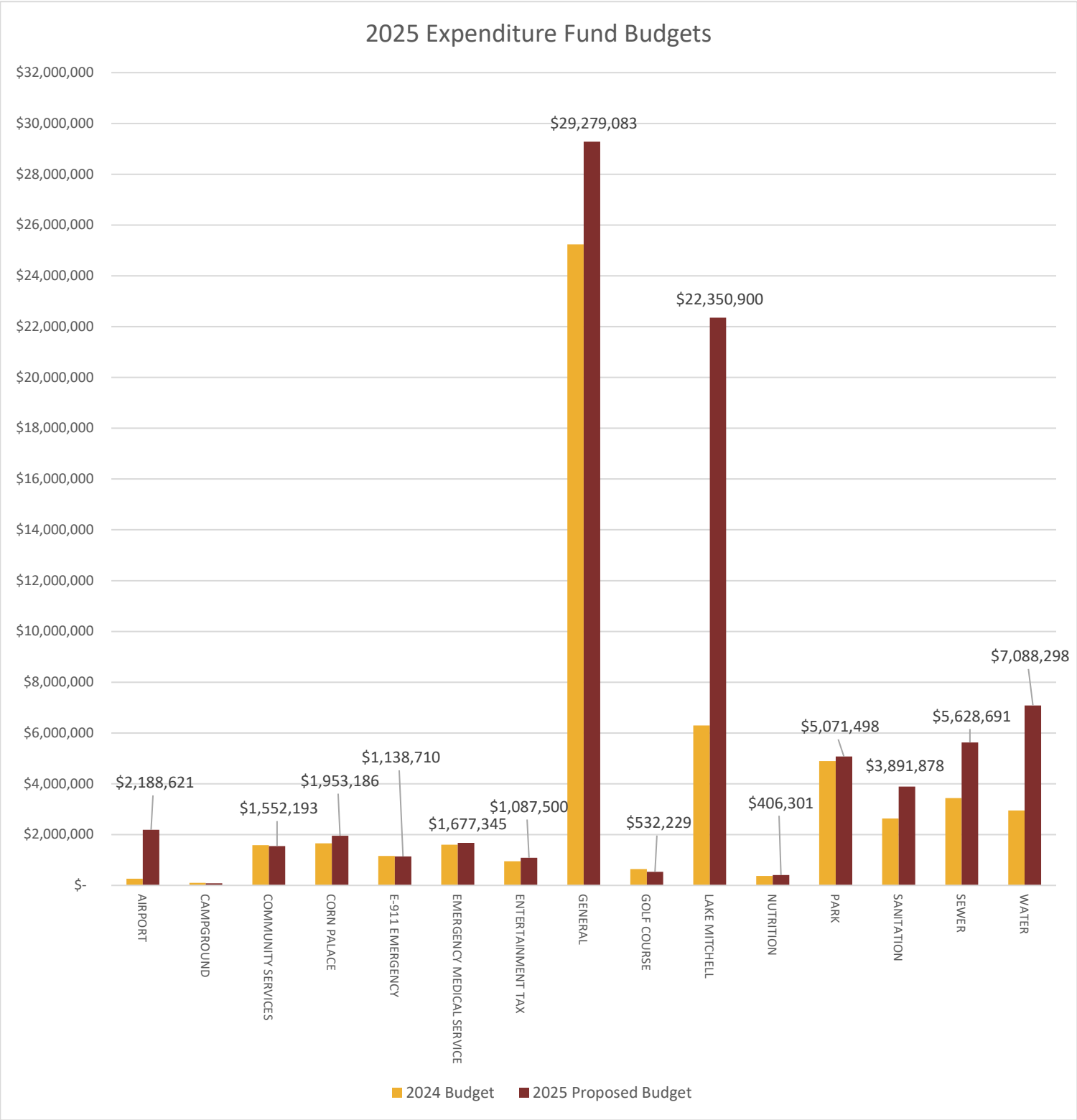
Other Funds

The other funds include the special revenue funds, the debt service funds, and enterprise operation funds. These funds are supported by revenue generated by the services offered. Some of the funds also receive general fund subsidies.



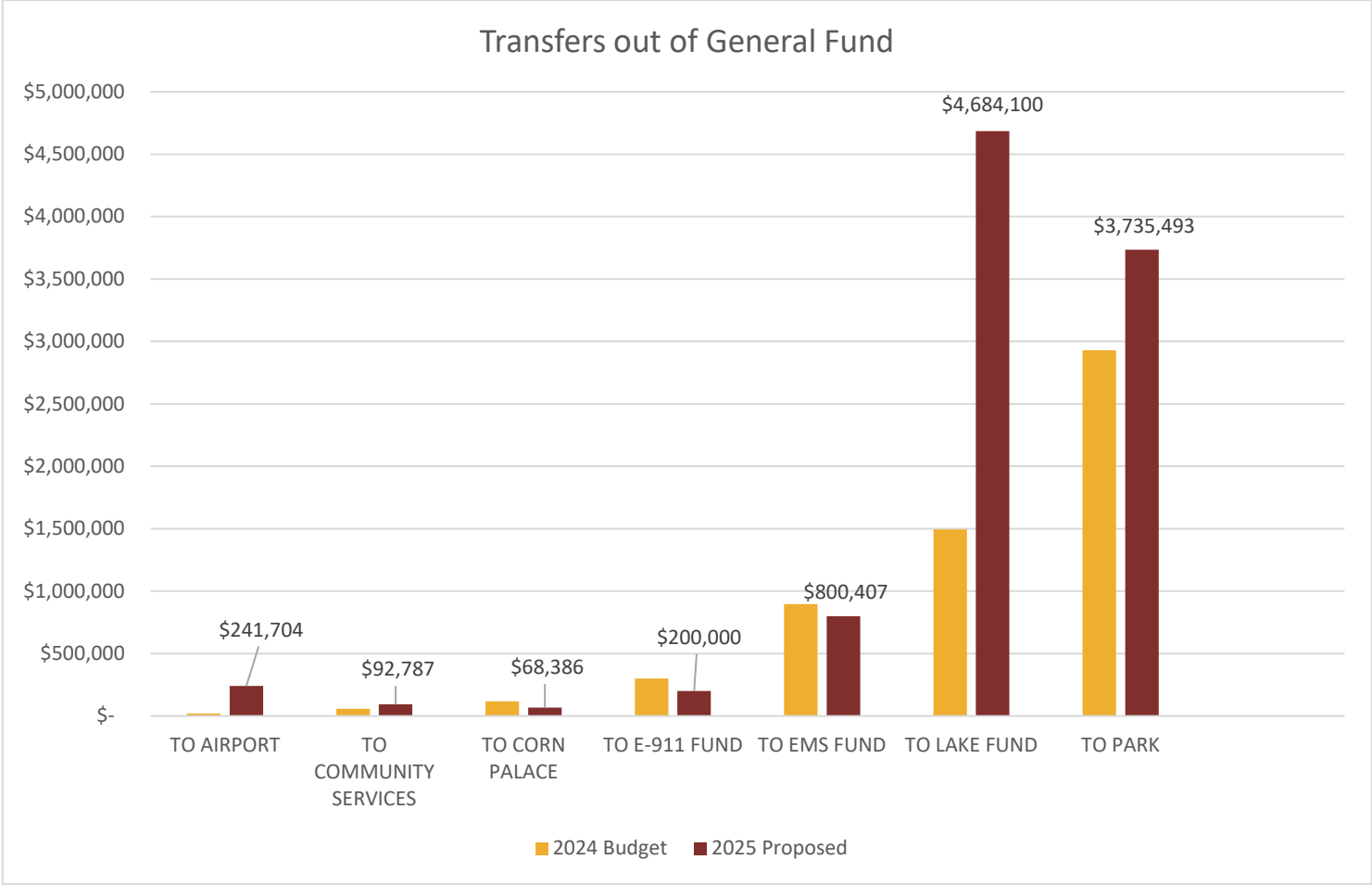
Fund Expenditure Increases

The expenditure budgets increased \$30,142,783 in budgeted expenditures for 2025. The major increase was the planned Lake Mitchell Improvement project which is financed by a State Revolving Fund (SRF) loan and cash reserves. Other increases are for capital projects in the Airport Fund, Sanitation Fund, Sewer Fund, and Water Fund.



Transfers Out

Each year the General Fund transfers funds from the general fund to assist other special revenue funds and at times to assist enterprise funds. These transfers out show a \$4,004,295 increase from the 2024 Budget to the 2025 Budget.



Of Note:

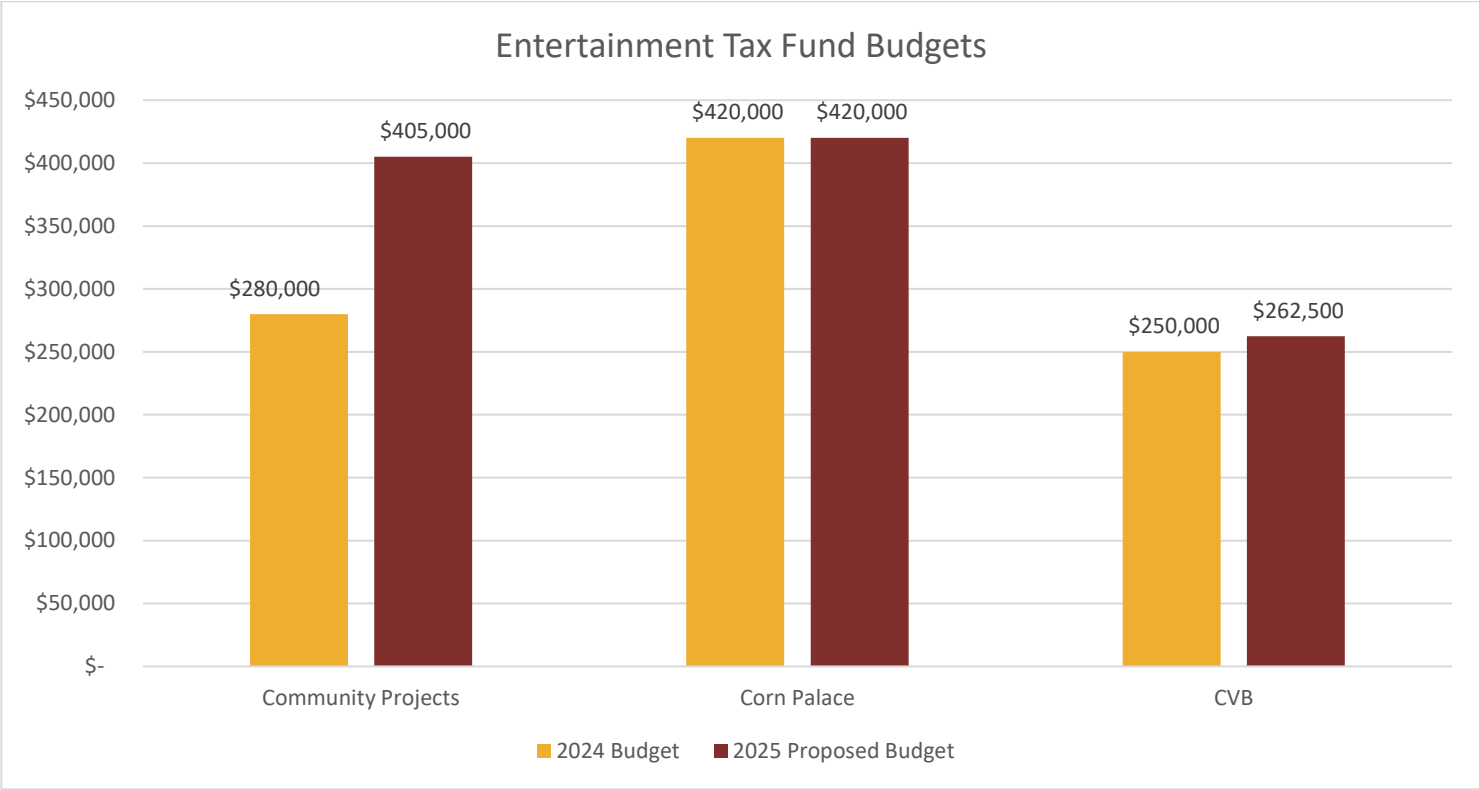
- Transfer out to Airport increased \$220,582 to cover matching funds required for requested grant projects.
- Transfer out to Community services increased \$34,787 due increasing service costs that revenue from the service does not cover.
- Transfer out to Corn Palace decreased \$48,930 in the 2025 budget.
- Transfer out to E-911 decreased \$100,000 in the 2025 budget. This is due to the increase in surcharge fee for 911 services.
- Transfer out to EMS decreased \$96,000 in the 2025 budget.
- Transfer out to Lake increased \$3,188,363. In 2024, the City had matching funds transferred to the Lake Fund for the Jetty project. In 2025, the City will transfer \$4,684,100 to be used towards the Lake Mitchell Dredge Project.
- Transfer out to Park increased \$805,493 in the 2205 budget. The increase will cover the capital improvement requests in the 2025 budget.

Special Revenue Funds

The City’s special revenue funds are relying on either general fund transfers or cash from those special revenue fund reserves to balance operations. Airport Fund, Community Services Fund, Corn Palace Fund, E-911 Fund, Lake Fund, and the Park Fund all required cash transfers from General Fund to balance.

Entertainment Tax Funds

The total entertainment tax expenditure budget is \$1,075,000 for 2025 and includes funding of \$112,500 from the entertainment tax reserves towards community projects.

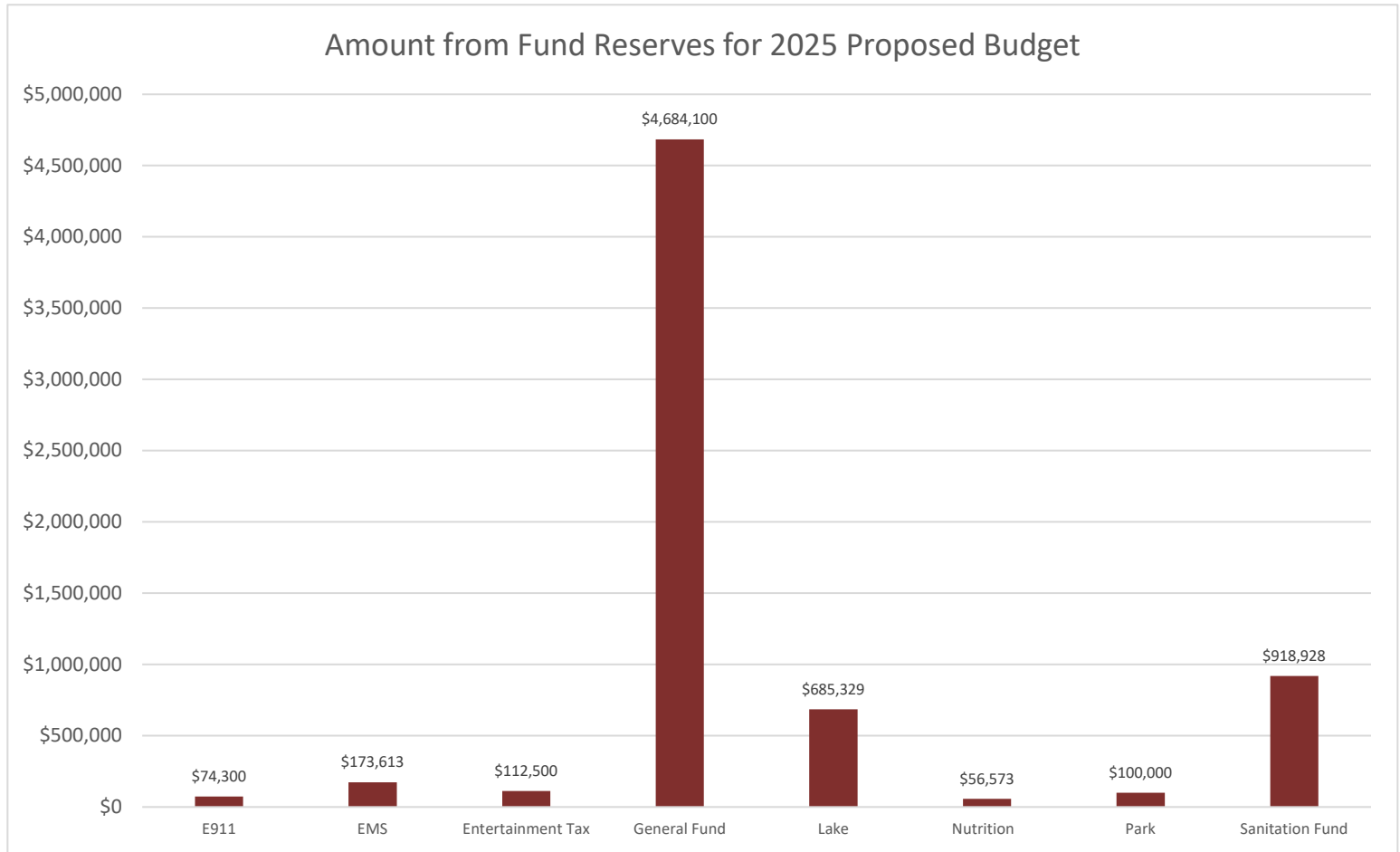


Of note:

- The 2025 budget has \$405,000 budgeted for “Community Projects” which is an increase of \$125,000 from 2024. The projects anticipated in this budget include \$405,000 towards the plaza expansion.
- The Corn Palace Transfer is at the same funding level as in 2024.
- The Convention & Visitors Bureau funding is increasing \$12,500; a 5% increase from 2024.

Cash Applied

The 2025 budget also relies on applying cash from the following fund reserves to meet the expenditure budgets in those funds. The cash applied amounts are listed below. All cash applied are being utilized for capital improvements or for designated purposes as described below.



General Fund:

Restricted Funds:

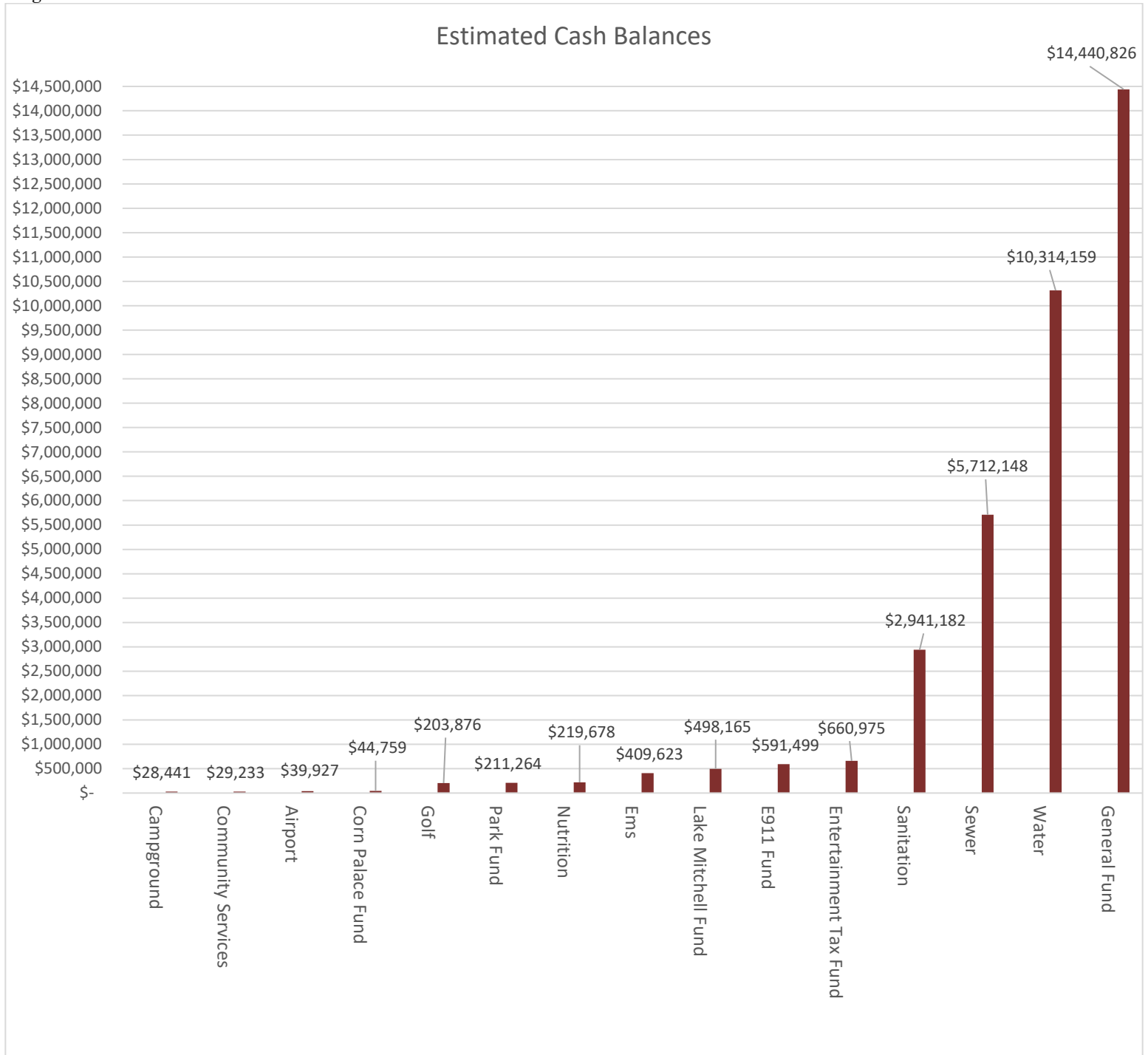
- Future Capital Projects: \$4,684,100 towards the Lake Mitchell Dredge Project.

Other Funds:

- E-911 will apply \$74,300 towards operations.
- EMS Fund is applying \$173,613 out of reserves towards operational costs.
- Entertainment Tax is applying \$112,500 out of designated reserves for the Corn Palace Plaza expansion project.
- Lake Mitchell Fund is applying \$685,329 of funds received in 2024 towards the Jetty/Marina Project and drawdown construction in the 2025 budget.
- Nutrition Fund is applying \$56,573 out of reserves towards operational costs.
- The Park Fund is applying \$100,000 out of designated reserves for capital projects in the Recreation Center.
- Sanitation Fund is applying \$918,929 out of reserves towards the purchase of the Scraper (\$1,250,000)

Reserve Fund Balances

The reserve funds applied to the 2025 budget are anticipated to be below the cash reserves available for the fund as of 12/31/2024. Shown below are the estimated cash balances of the funds listed after the budgeted cash applied in the 2025 Budget.



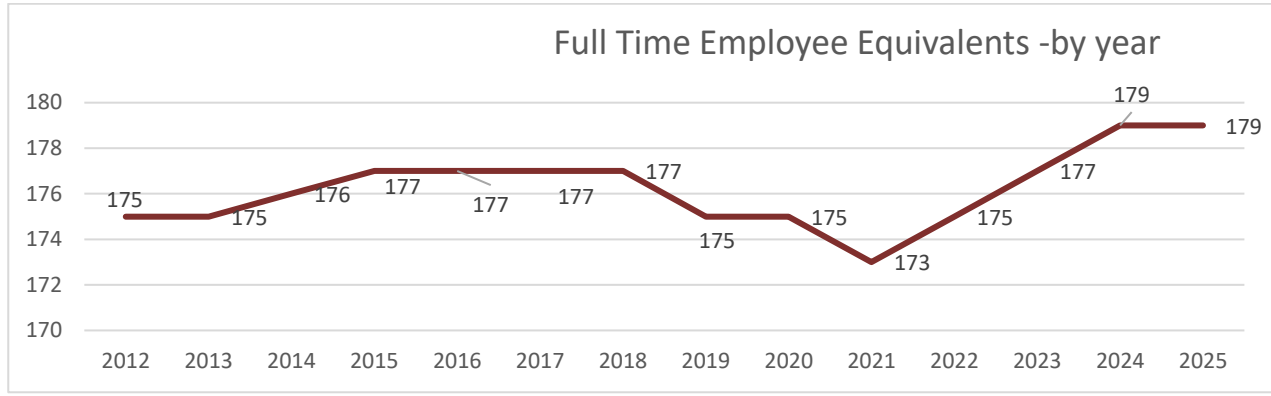
Of Note

- The General Fund estimated cash balance as of 12/31/2025 is \$14.4 million. This represents 59% of the budgeted revenue for 2025. **I am recommending that the City Council consider designating \$6,000,000 in this fund for the potential sales tax loss due to IM28. That would give the City a year to implement the changes necessary to cut additional costs from the budget if this measure passes.**
- This estimated fund balance will change when actual revenue & expenses are finalized in 2024. If a fund stays within the approved budget, and receives revenue above the budgeted revenue; the balance will increase. The Golf Fund will likely end above the estimates above. And the Community Services, Airport, and Corn Palace funds will likely end below the estimate above based on current year-to-date projections.

Staffing Changes

Staffing Levels

The requested budget does not include any requested staffing changes. The current Full Time Equivalent (FTE) would remain the same as in 2024, 179. The city continues to evaluate positions as they are open to look for more efficient ways of operations. This has resulted in combination of some positions, elimination of positions, and outsourcing of duties. These changes have resulted in the city having more efficient operations. Details on the staffing level changes in the past 10 years are listed below.



- 2012: **Up 1 FTE to 175 FTEs.** Deleted Park Secretary (-1), added Park Maintenance (1), and added Water Distribution (1)
- 2013: No change **175 FTEs**
- 2014: **Up 1 FTE to 176 FTEs.** Added Palace Transit (1), added E-911, added City Administrator (1), deleted water distribution (-2)
- 2015: **Up 1 FTE to 177 FTEs.** Added E911 (1)
- 2016: No change **177 FTEs.** Deleted Water (1), moved City Attorney from part time to full time (1)
- 2017: No changes **177 FTEs**
- 2018: No changes **177 FTEs**
- 2019: **Down 2 FTEs to 175 FTEs.** Deleted Water Superintendent (-1), deleted RSVP Coordinator (-1), deleted GIS Supervisor (-1), added Engineer (1)
- 2020: No Change **175 FTEs.** Delete Palace Transit Driver (-1), Added Parks & Recreation Personal Trainer (1)
- 2021: **Down 2 FTE to 173 FTEs.** Delete Public Safety Director (-1), Delete EMS billing specialist (-1)
- 2022: **Up 2 FTEs to 175 FTEs.** Delete Golf & Cemetery Director (-1), Added Golf Specialist (1), Add Utility Operator (1), Add Administrative Coordinator- Special Events (1)
- 2023: **Up 2 FTEs to 177 FTEs.** Add Firefighters (2)
- 2024: **Up 2 FTEs to 179 FTEs.** Add Police Officers (2)
- 2025: No Changes **179 FTEs.**

Contractual Negotiations

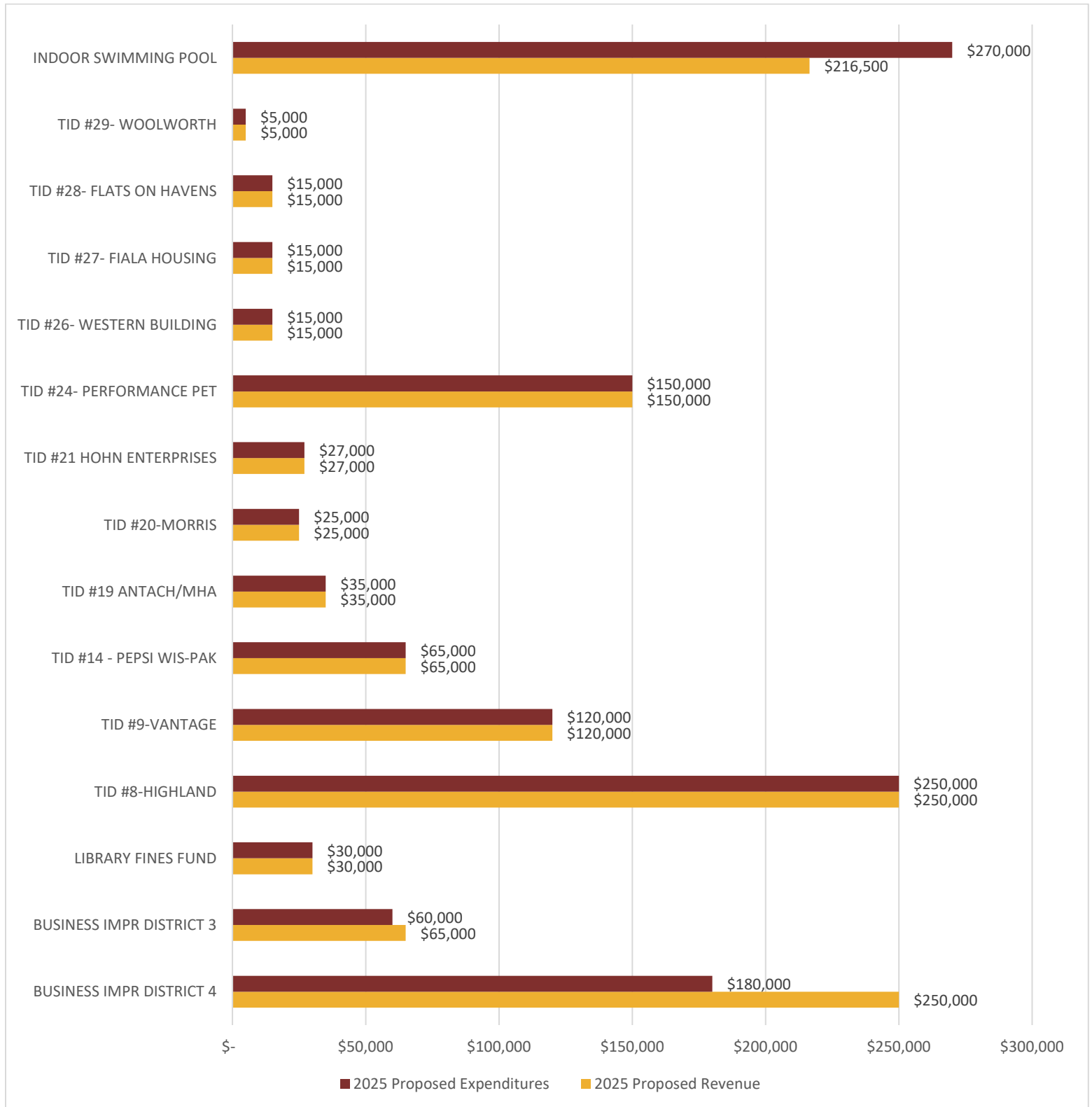
The City has reached tentative agreements to include a 3% wage increase for all three labor unions.

Health Insurance Fund

The previous fund balance goal for the self-insured Health fund has been met so the City can now fund unforeseen claims without general fund assistance. The city is not budgeting an increase in premiums for 2025.

Business Improvement Districts & Tax Increment Financing Districts

The funds shown below are collected by the City, but they are restricted to the purposes of each fund.



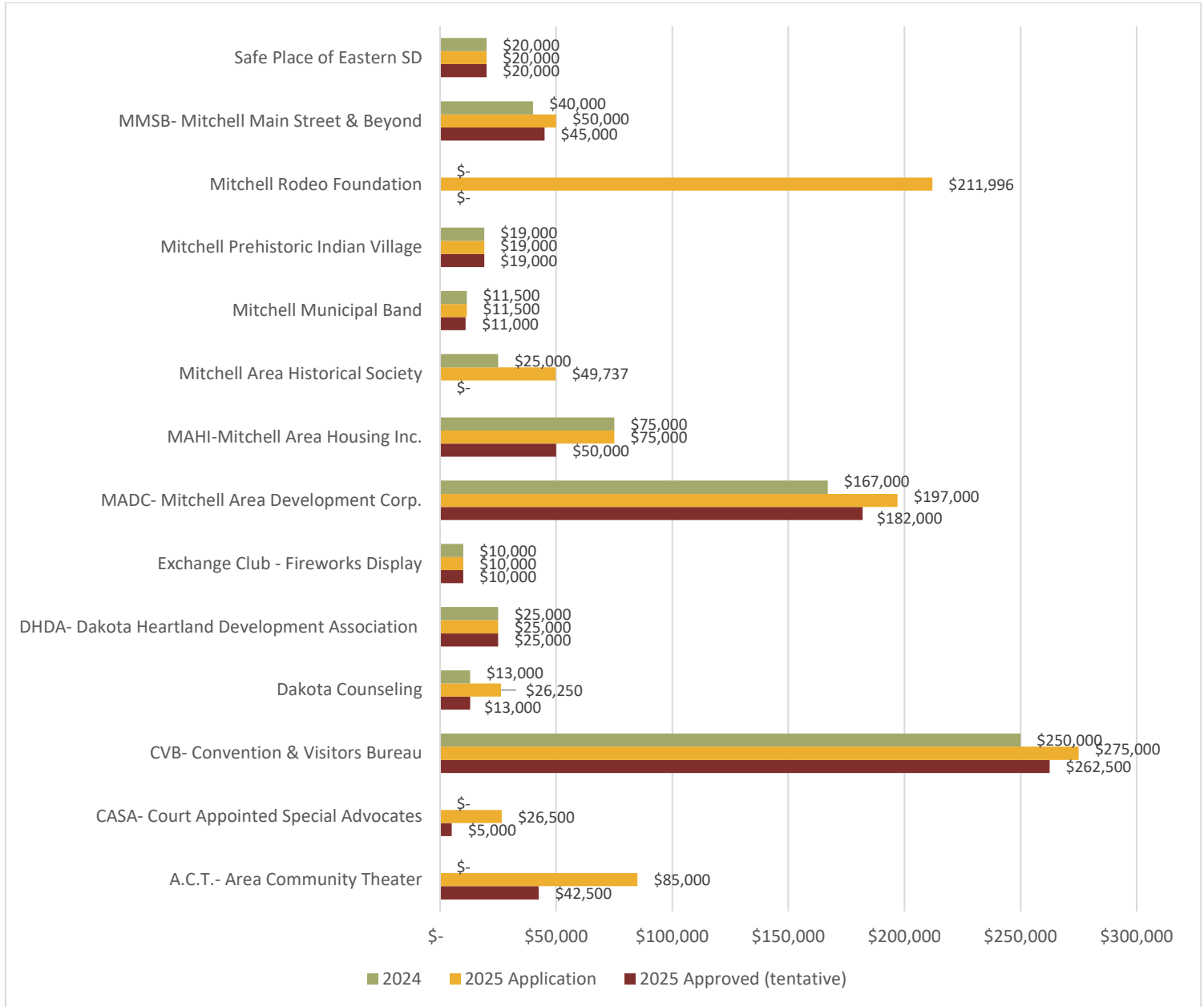
Subsidy Applications

Listed below are the tentative budgets for 2025 subsidies. The City Council will not give final approval of these budgets until the budget hearing process is completed.

The 2024 Approved Funding: \$630,000

The 2025 Subsidy Applications total: \$1,081,983

2025 Subsidy Approvals: \$ 710,500



Of Note:

- The Convention & Visitors Bureau is funded from the Entertainment Tax Fund.
- The remaining 2025 subsidies are funded out of the general fund.



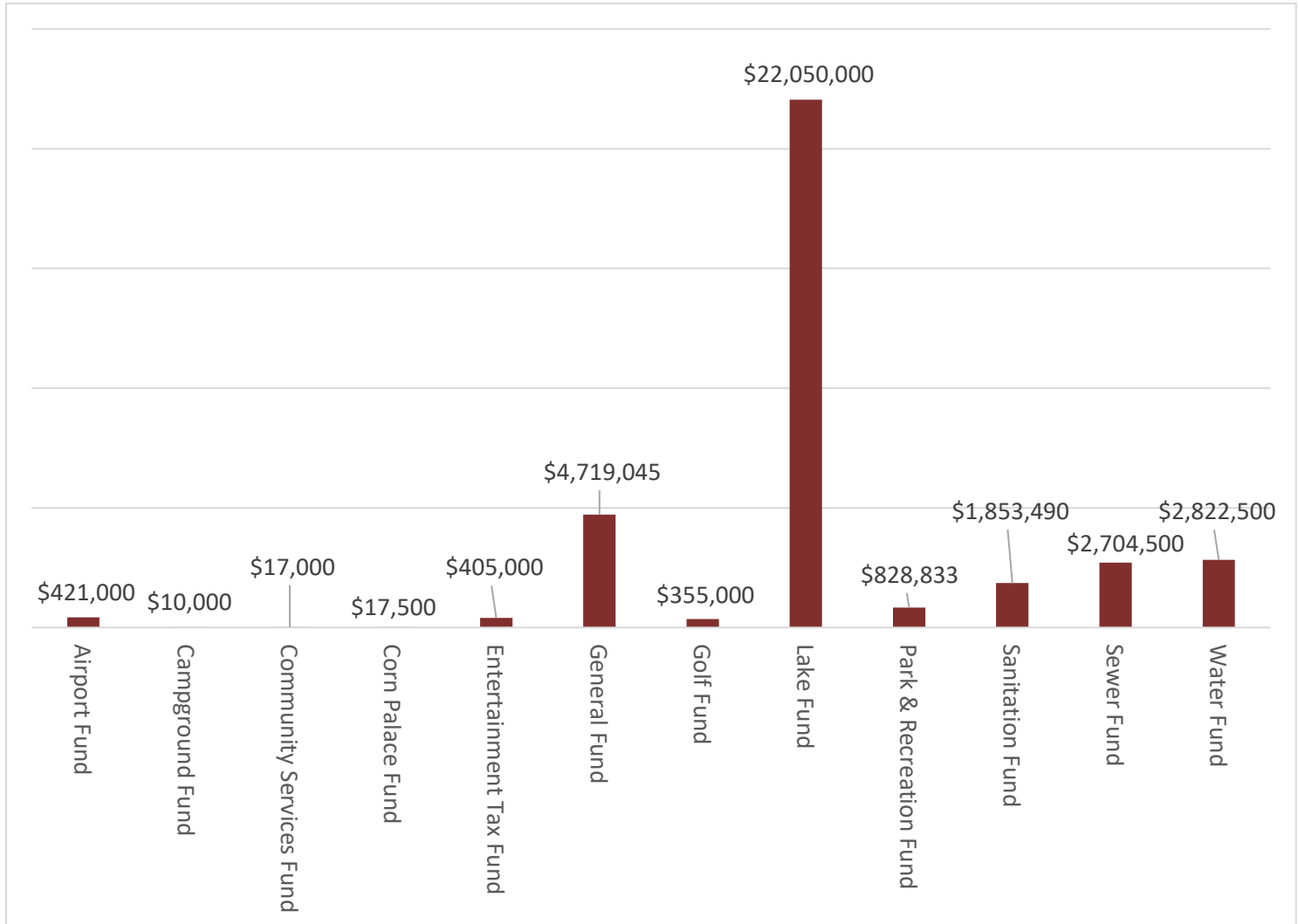
2025 Capital Improvements Annual Budget Overview

This is the initial presentation to City Council. The Council will be making changes to this requested budget throughout the budget review process.

*The Annual Budget Hearings are scheduled for:
November 4th: First Reading
November 18: 2nd Reading & Adoption*

Overview

The 2025 annual budget includes \$37,937,768 in capital improvement projects. Of those projects, \$7,745,490 are in enterprise fund budgets, \$23,739,33 are in special revenue fund budgets, and \$4,719,045 are in the general fund budget. **It should be noted that special revenue fund capital projects required general fund support in order to complete the projects listed below.** Those funds requiring general fund support for Capital Projects in 2025 include: Airport, Community Services, Corn Palace, Lake Mitchell, and Park & Recreation.



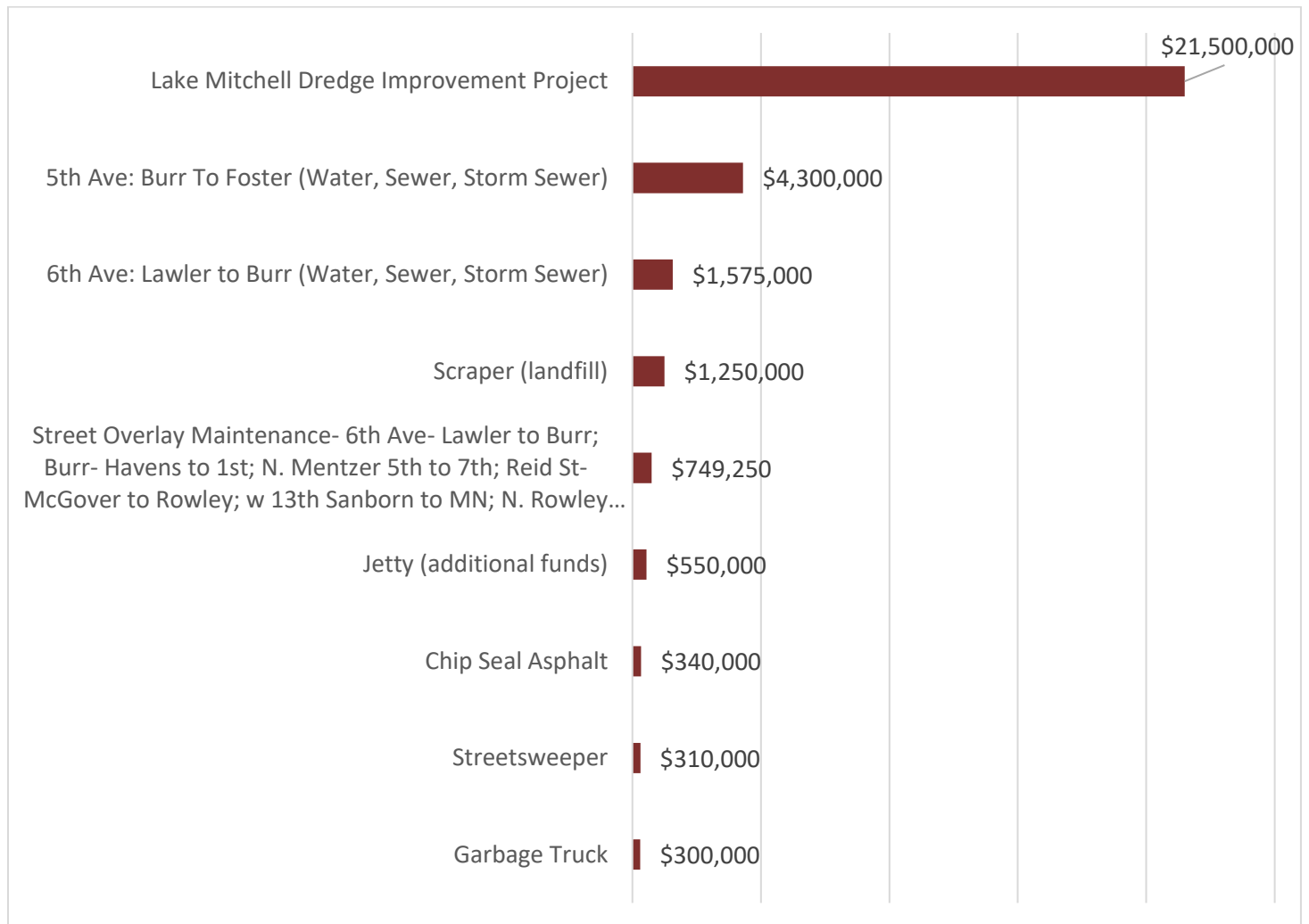
Enterprise Fund Budgets: Campground Fund, Golf Fund, Sanitation Fund, Sewer Fund, Water Fund

Special Revenue Fund Budgets: Airport Fund, Community Services Fund, Corn Palace Fund, Entertainment Tax Fund, Lake Fund, Park & Recreation Fund

Of Note:

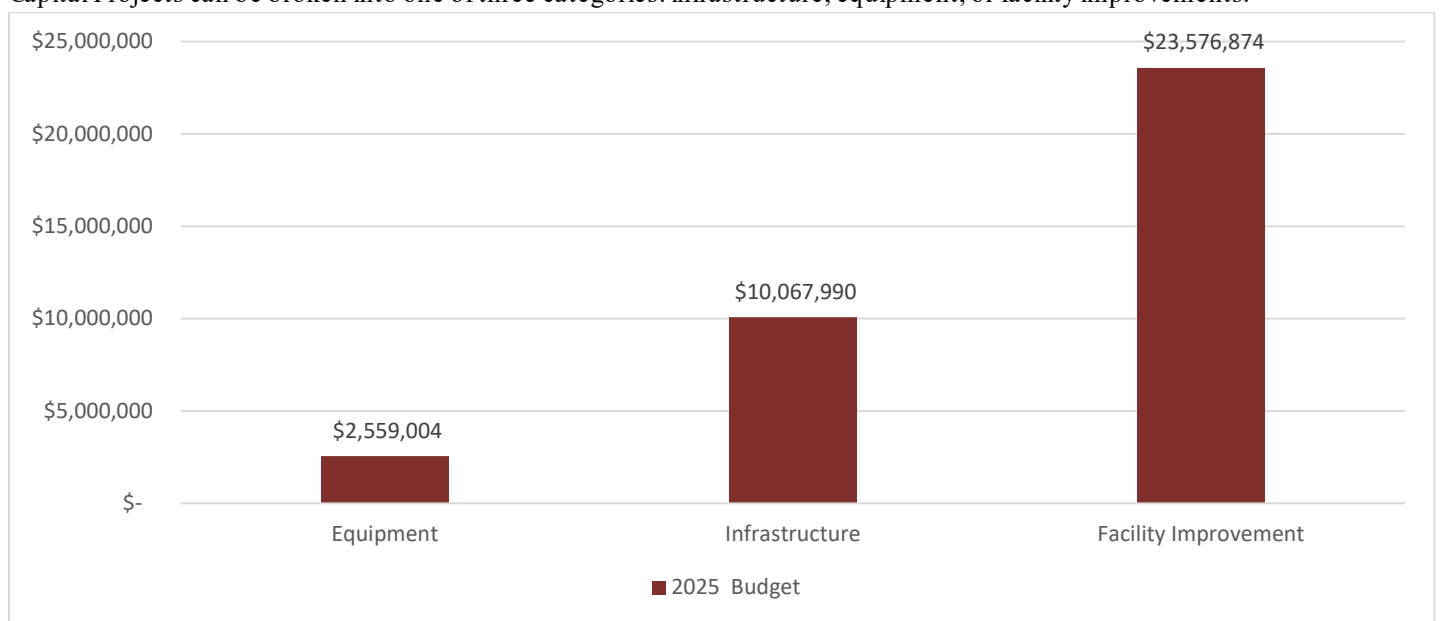
- The City has several major utility projects currently budgeted in 2024. Many of those projects will not be completed in 2024, and will continue into 2025.
- The Lake Fund includes \$21,500,000 for the remaining costs of the Lake Mitchell Dredge Project (\$3,500,000 is included in the 2024 budget).

Capital Projects (over \$300,000)



Categories of Capital Projects

Capital Projects can be broken into one of three categories: infrastructure, equipment, or facility improvements.



Infrastructure: *Infrastructure projects include new construction, replacing aging infrastructure, and upgrading some existing infrastructure.*

Battery Back up 1st & Burr	\$ 10,000
Crosswalk RRFB @ 13th & Kimball	\$ 23,000
Hazardous Sidewalk Repair	\$ 25,000
Gravel Base	\$ 30,000
16" Diameter Pump	\$ 30,000
Rubber Crack Sealer	\$ 35,500
Parking Lot-- 3rd & Main	\$ 61,000
Salt/Sand	\$ 75,000
Sidewalk Construction	\$ 75,000
Valve Replacement- Contracted	\$ 75,000
Valve Replacement- City	\$ 75,000
Chip Seal Aggregate	\$ 77,000
Sanborn Joint Repair	\$ 90,000
Asphalt Mix	\$ 100,000
Manhole Rehabilitation	\$ 100,000
Gravel Base	\$ 101,250
Pavement Maintenance	\$ 200,000
CIPP	\$ 200,000
Reconstruct Runway	\$ 215,000
Alley Maintenance	\$ 255,990
Storm Water: 6th Ave from Lawler to Burr	\$ 275,000
Chip Seal Asphalt	\$ 340,000
Water: 6 th Avenue from Lawler to Burr	\$ 600,000
Sewer: 6 th Avenue from Lawler to Burr	\$ 700,000
Street Overlay Maintenance- 6th Ave from Lawler to Burr; Burr- Havens to 1st; N. Mentzer 5th to 7th; Reid St- McGover to Rowley; w 13th Sanborn to MN; N. Rowley 12th to 15th; E 15th Main to Kimball	\$ 749,250
Storm Water: 5th Ave from Burr to Foster	\$ 1,150,000
Scraper	\$ 1,250,000
Sewer: 5 th Avenue from Burr to Foster	\$ 1,550,000
Water: 5 th Avenue from Burr to Foster	\$ 1,600,000

Facility Improvements: *Facility Improvements (over \$5,000) are listed below.*

Replace East Door To City hall	\$ 5,000
Pioneer Park- Siding on Shelter	\$ 5,000
Soccer Field- 4 foot fence to separate from Rodeo Grounds	\$ 5,000
Furnace A/C replacement at the Street Shop	\$ 9,000
Rotary Park Railing Replacement	\$ 9,000
Dog Park Lighting	\$ 9,000
Patton Young Park - siding, windows, & door maintenance in Shelter	\$ 10,000
Multi-Station Machines & Benches at the Rec Center	\$ 10,000
Sportsman's Club- AC & Furnace	\$ 11,000
Refinishing 1,000 Seats at the Corn Palace	\$ 14,000
Window Replacements at Public Safety	\$ 15,000
Lighting Upgrade at Palace Transit Bus Garage	\$ 17,000
Kitchen remodel in fire hall	\$ 20,000

New Front Desk at Rec Center-	\$ 20,000
Replace two HVAC at Rec Center	\$ 20,000
East /West Complex Restroom Remodel at Sports Complex	\$ 24,000
Flooring replacement/Paint at City Hall	\$ 25,000
Window Replacements at City Hall	\$ 25,000
Impound Yard Relocation & new fencing	\$ 28,141
Resurfacing of Tennis Courts	\$ 34,000
Batting Cages	\$ 35,000
Indoor Playground for Youth Room at Rec Center	\$ 70,000
Gainer Park Playground Equipment Replacement	\$ 196,833
Mainstreet Remaining Streetscape Items (2 nd & 4 th)	\$ 200,000
Corn Palace Plaza Expansion Beginning Costs Fall 2025	\$ 205,000
Cadwell Infield Reshaping & Drain Tile Installation	\$ 220,000
Future Fire Engine- designated funding (280,000/ year x 4 years)	\$ 280,000
Additional Funds Needed for Jetty Construction	\$ 550,000
Lake Mitchell Dredge/Improvement Project	\$ 21,500,000

Equipment: *Major equipment requests are listed below (over \$5,000).*

Replacement of Helmets & Harnesses - Fire Equipment	\$ 5,450
Hose Replacement- Fire Equipment	\$ 5,500
27-ton air hydraulic jack (Street)	\$ 5,500
Tractor Lease (Airport)	\$ 6,000
Door Controls @ Airport	\$ 6,000
Main Street Cameras Upgrade	\$ 6,000
Dumpsters (Recycling)	\$ 7,500
Mower (Water Distribution)	\$ 8,000
Golf Cart with Utility Box (Campground)	\$ 10,000
3 radar units	\$ 10,005
Pictometry	\$ 12,000
8 Taser Replacements	\$ 14,526
Server Replacement	\$ 15,000
GTX Workman + skid sprayer (Cemetery)	\$ 15,000
One Way Plow for Payloader (Snow Removal)	\$ 15,000
32 Firearm Replacements	\$ 16,000
Protective Clothing (Fire)	\$ 19,000
Cemetery Bathroom (City match)	\$ 19,000
Gasboy islander unit	\$ 22,500
Air Compressor (Street)	\$ 30,000
Digital Radios (Traffic)	\$ 33,500
Automated Garbage Containers	\$ 40,000
Ventrac mower with snowblower/mower attachment full value is 42000 (Golf/Cemetery)	\$ 42,000
Books (Library)	\$ 47,000
Pickup (Sewer)	\$ 50,000
Dodge Ram- Special Service w/Topper & conversion (Police- Animal Control Officer)	\$ 67,073
Fairway Mower full value	\$ 70,000
Fairway Mower full value	\$ 70,000
Dodge Durango & conversion (Police)	\$ 72,000
Toolcat (Parks- Snow Removal)	\$ 72,000

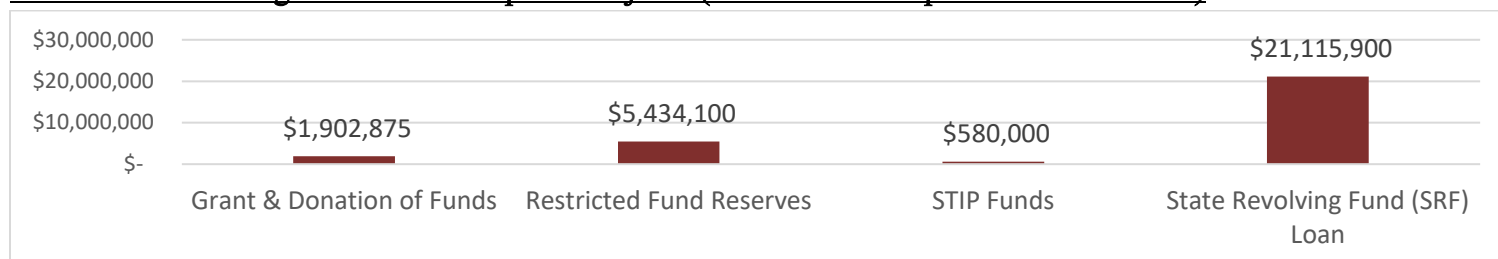
Sheepsfoot- Compaction (Water/Sewer)	\$ 149,000
Pick Up (Water)	\$ 75,000
1 ton dually pickup (Water)	\$ 75,000
128" mower	\$ 78,000
Sprayer- full value	\$ 80,000
Wide Area Mower full value	\$ 93,000
A/V replacement in Council Chambers- conversion to digital, cameras, screens	\$ 115,000
Loader (Street)	\$ 210,000
Dump Truck (Water)	\$ 240,000
Garbage Truck (Sanitation)	\$ 300,000
Streetsweeper (Street)	\$ 310,000

Engineering, Professional Services, & Studies:

In addition to the Capital Outlay requests, the 2025 Annual Budget includes the items below.

Cemetery Expansion Design	\$ 20,000
Design of LED Light Pole Replacement Project	\$ 200,000
Airport Hangar Design	\$ 1,513,900

Alternative Funding Sources For Capital Projects (in addition to operational revenue)



Projects Receiving Grant Support

- \$1,383,800 for the Airport Hangar design
- \$209,375 towards reconstruction of the Airport runway
- \$190,000 for pavement maintenance at the Airport
- \$98,500 towards the Gainer Park Playground Equipment
- \$14,000 towards the garage lighting upgrade at the Palace Transit bus garage
- \$7,200 towards the purchase of three radar units (Traffic)

Projects Utilizing Restricted Reserves

- \$4,684,100 out of General Fund reserves towards the Lake Mitchell Dredge Project
- \$550,000 out of Lake Fund reserves for additional costs for the Jetty Project.
- \$112,500 out of Entertainment Tax reserves towards the Corn Palace Expansion; of which \$100,000 is dedicated reserves for the Corn Palace expansion.
- \$70,000 out of Park Fund reserves for the Indoor Playground in the Youth Room at the Rec Center
- \$20,000 for the new front desk at the Rec Center
- \$10,000 out of Park Fund reserves for the Multi-Station Machine & Benches.

Projects Utilizing STIP Funds

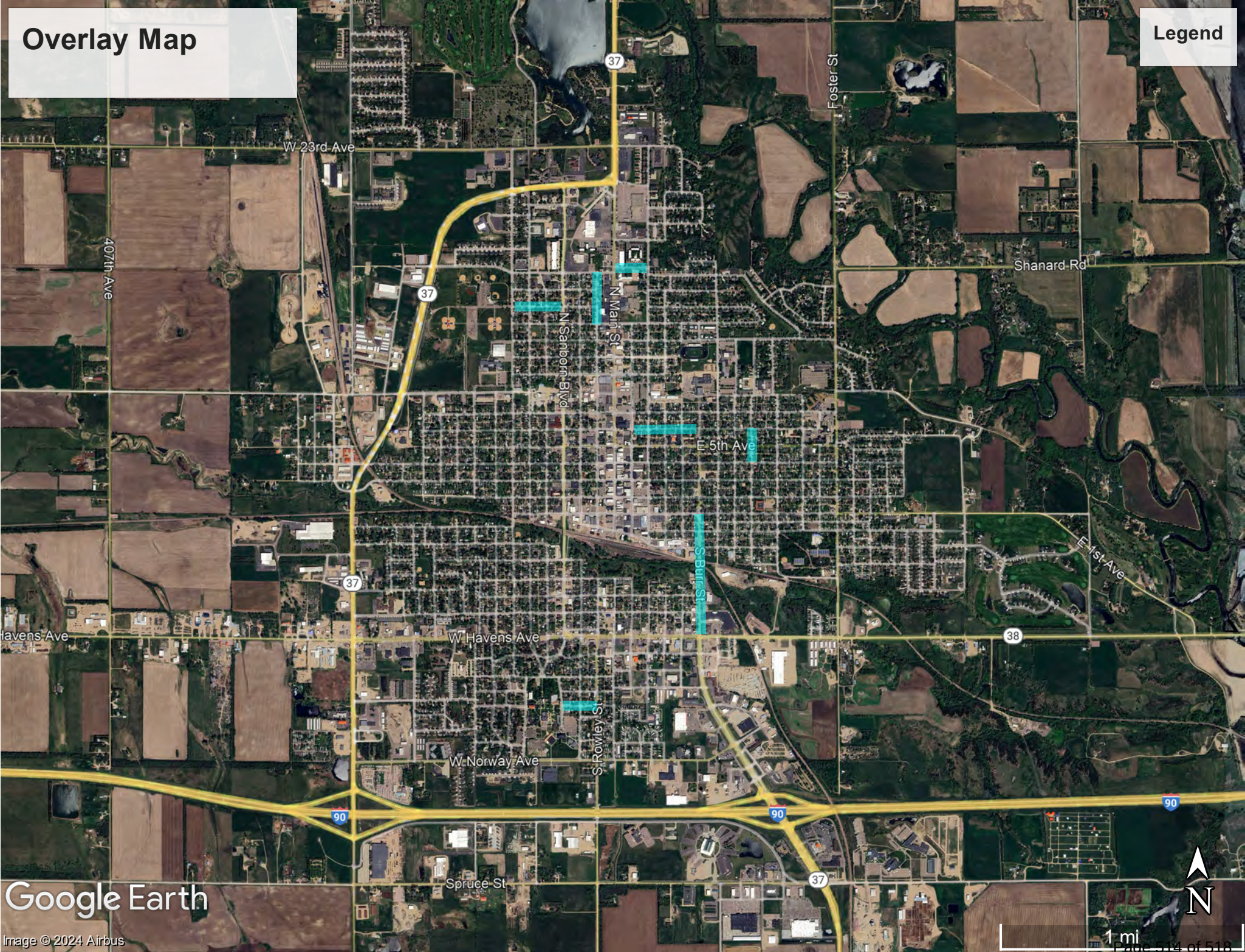
- \$580,000 towards the annual Street Overlay Maintenance Program in 2025.

State Revolving Fund (SRF) Loan Financing:

- \$16,815,900 for the Lake Mitchell Dredge Improvement Project
- \$4,300,000 for the Water, Sewer, & Storm Water improvements to 5th Avenue from Burr to Foster.

Overlay Map

Legend



Google Earth

Image © 2024 Airbus

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City of Mitchell Capital Improvement Plan FY2025																			
Category	Project	Description	Fund	Department	Division	Requested Professional Services	Requested Budget	Proposed Budget	Proposed Professional Services	Approved Budget	Professional Services in Approved Budget	Grants/ Donations	Assigned Reserve	SRF Loan Financing	STIP	Enterprise or Special Fund Revenue	General Fund Supported		
Professional		Hangar Design	Airport	PW	Airport	\$ 1,513,900			\$ 1,513,900		\$ 1,513,900	\$ 1,383,800					\$ 130,100		
Equipment		Tractor Lease	Airport	PW	Airport		\$ 6,000	\$ 6,000		\$ 6,000		\$ 6,000			\$ 6,000				
Infrastructure		Reconstruct Runway	Airport	PW	Airport		\$ 215,000	\$ 215,000		\$ 215,000		\$ 215,000	\$ 209,375				\$ 5,625		
Infrastructure		Pavement Maintenance	Airport	PW	Airport		\$ 200,000	\$ 200,000		\$ 200,000		\$ 200,000	\$ 190,000				\$ 10,000		
Equipment		Golf Cart with Utility Box	Campground	PR	Campground		\$ 10,000	\$ 10,000		\$ 10,000		\$ 10,000					\$ 10,000	\$ -	
Facility Improvement	Corn palace Seats	Garage Lighting Upgrade	Community Services	CS	Palace Transit		\$ 17,000	\$ 17,000		\$ 17,000		\$ 17,000	\$ 14,000				\$ 10,000	\$ -	
Facility Improvement		Refinishing 1,000 Seats	Corn Palace	Corn Palace	Corn Palace		\$ 14,000	\$ 14,000		\$ 14,000		\$ 14,000					\$ 14,000		
Equipment		Bike Racks/Barriers	Corn Palace	Corn Palace	Corn Palace		\$ 3,500	\$ 3,500		\$ 3,500		\$ 3,500					\$ 3,500		
Facility Improvement		Corn Palace Plaza Expansion	Entertainment Tax	Ent Tax	Ent Tax		\$ 205,000	\$ 205,000		\$ 205,000		\$ 205,000			\$ 100,000		\$ 105,000	\$ -	
Facility Improvement		Mainstreet Remaining Streetscape	Entertainment Tax	Ent Tax	Ent Tax		\$ 200,000	\$ 200,000		\$ 200,000		\$ 200,000					\$ 200,000	\$ -	
Equipment		Door Controls @ Airport	General	Admin	IT		\$ 6,000	\$ 6,000		\$ 6,000		\$ 6,000							\$ 6,000
Equipment	City Hall	Main Street Cameras Upgrade	General	Admin	IT		\$ 6,000	\$ 6,000		\$ 6,000		\$ 6,000							\$ 6,000
Equipment	City Hall	TMA Camera Replacements	General	Admin	IT		\$ 2,800	\$ 2,800		\$ 2,800		\$ 2,800							\$ 2,800
Equipment		Server Replacement	General	Admin	IT		\$ 15,000	\$ 15,000		\$ 15,000		\$ 15,000							\$ 15,000
Equipment		A/V replacement in Council Chambers	General	Admin	IT		\$ 115,000	\$ 115,000		\$ 115,000		\$ 115,000							\$ 115,000
Equipment		Automatic Time Clock System	General	Admin	IT		\$ 35,000	\$ -		\$ -		\$ -							\$ -
Facility Improvement	City Hall	Flooring replacement	General	Admin	Municipal Building		\$ 100,000	\$ 25,000		\$ 25,000		\$ 25,000							\$ 25,000
Facility Improvement	City Hall	Window Replacements	General	Admin	Municipal Building		\$ 25,000	\$ 25,000		\$ 25,000		\$ 25,000							\$ 25,000
Facility Improvement	City Hall	Interior Painting	General	Admin	Municipal Building		\$ 5,000	\$ -		\$ -		\$ -							\$ -
Facility Improvement	City Hall	Replace East Door To City hall	General	Admin	Municipal Building		\$ 5,000	\$ 5,000		\$ 5,000		\$ 5,000							\$ 5,000
Equipment		RDC rescue craft	General	Fire/EMS	Fire		\$ 4,900	\$ 4,900		\$ 4,900		\$ 4,900							\$ 4,900
Equipment		Hose	General	Fire/EMS	Fire		\$ 5,500	\$ 5,500		\$ 5,500		\$ 5,500							\$ 5,500
Equipment		Rope	General	Fire/EMS	Fire		\$ 2,750	\$ 2,750		\$ 2,750		\$ 2,750							\$ 2,750
Equipment		Sonar & Depth Finder	General	Fire/EMS	Fire		\$ 2,000	\$ 2,000		\$ 2,000		\$ 2,000							\$ 2,000
Equipment		Protective Clothing	General	Fire/EMS	Fire		\$ 19,000	\$ 19,000		\$ 19,000		\$ 19,000							\$ 19,000
Equipment		Replacement of Helmets & Harnesses	General	Fire/EMS	Fire	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450							\$ 5,450			
Facility Improvement		Kitchen remodel in fire hall	General	Fire/EMS	Fire	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000							\$ 20,000			
Facility Improvement		Electric Vent Fan	General	Fire/EMS	Fire	\$ 5,900	\$ 4,900	\$ 4,900	\$ 4,900							\$ 4,900			
Facility Improvement		Future Fire Engine(4 years)	General	Fire/EMS	Fire	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000							\$ 280,000			
Equipment		WIFI access point	General	Library	Library	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000							\$ 1,000			
Equipment		Digital Sign -Sanborn	General	Library	Library	\$ 70,000	\$ -	\$ -	\$ -							\$ -			
Equipment		Books	General	Library	Library	\$ 47,000	\$ 47,000	\$ 47,000	\$ 47,000							\$ 47,000			
Equipment		Audio Visual	General	Library	Library	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000							\$ 4,000			
Professional		Design fees for cemetery expansion	General	P&R	Cemetery	\$ 20,000			\$ 20,000		\$ 20,000						\$ 20,000		
Facility Improvement		Concrete on West Side of Cemetery Shop	General	P&R	Cemetery		\$ 9,000	\$ -		\$ -							\$ -		
Equipment		Cemetery Bathroom (City match)	General	P&R	Cemetery		\$ 19,000	\$ 19,000		\$ 19,000							\$ 19,000		
Equipment		Payloader (shared with Golf)	General	P&R	Cemetery		\$ 95,000	\$ -		\$ -							\$ -		
Equipment		GTX Workman + skid sprayer	General	P&R	Cemetery		\$ 15,000	\$ 15,000		\$ 15,000							\$ 15,000		
Equipment	5 year agreement	8 Taser Replacements	General	Police/ 911	Police		\$ 14,526	\$ 14,526		\$ 14,526							\$ 14,526		
Facility Improvement		Impound Yard Relocation , Fencing & rails	General	Police/ 911	Police		\$ 28,141	\$ 28,141		\$ 28,141							\$ 28,141		
Facility Improvement		Window Replacements at Public Safety	General	Police/ 911	Police		\$ 15,000	\$ 15,000		\$ 15,000							\$ 15,000		
Equipment		Dodge Durango & conversion	General	Police/ 911	Police		\$ 72,000	\$ 72,000		\$ 72,000							\$ 72,000		
Equipment		Dodge Ram- Special Service w/Topper & conversion	General	Police/ 911	Police		\$ 67,073	\$ 67,073		\$ 67,073							\$ 67,073		
Equipment		32 Firearm Replacements	General	Police/ 911	Police		\$ 16,000	\$ 16,000		\$ 16,000							\$ 16,000		
Equipment		3 radar units	General	Police/ 911	Police		\$ 10,005	\$ 10,005		\$ 10,005		\$ 7,200					\$ 2,805		
Equipment		Pictometry	General	PW	Admin		\$ 12,000	\$ 12,000		\$ 12,000							\$ 12,000		
Infrastructure		Salt/Sand	General	PW	Snow Removal		\$ 75,000	\$ 75,000		\$ 75,000							\$ 75,000		
Equipment		One Way Plow for Payloader	General	PW	Snow Removal		\$ 15,000	\$ 15,000		\$ 15,000							\$ 15,000		
Infrastructure	5th Ave: Burr to Foster	Storm Water 5th Ave: Burr to Foster	General	PW	Storm Sewer		\$ 1,150,000	\$ 1,150,000		\$ 1,150,000				\$ 1,150,000			\$ -		
Infrastructure	6th Ave: Lawler to Burr	Storm Water 6th Ave: Lawler to Burr	General	PW	Storm Sewer		\$ 275,000	\$ 275,000		\$ 275,000							\$ 275,000		
Infrastructure		Asphalt Mix	General	PW	Street		\$ 100,000	\$ 100,000		\$ 100,000							\$ 100,000		
Infrastructure		Gravel Base	General	PW	Street		\$ 30,000	\$ 30,000		\$ 30,000							\$ 30,000		
Infrastructure		Rubber Crack Sealer	General	PW	Street		\$ 35,500	\$ 35,500		\$ 35,500							\$ 35,500		
Equipment		27 ton air hydraulic jack	General	PW	Street		\$ 5,500	\$ 5,500		\$ 5,500							\$ 5,500		
Equipment		22 ton air hydraulic jack	General	PW	Street		\$ 1,500	\$ 1,500		\$ 1,500							\$ 1,500		
Equipment		Gasboy islander unit	General	PW	Street		\$ 22,500	\$ 22,500		\$ 22,500							\$ 22,500		
Equipment		Air Compressor	General	PW	Street		\$ 30,000	\$ 30,000		\$ 30,000							\$ 30,000		
Equipment		loader	General	PW	Street		\$ 210,000	\$ 210,000		\$ 210,000							\$ 210,000		
Facility Improvement		Furnace A/C replacement	General	PW	Street		\$ 9,000	\$ 9,000		\$ 9,000							\$ 9,000		
Equipment		Streetsweeper	General	PW	Street		\$ 310,000	\$ 310,000		\$ 310,000							\$ 310,000		
Infrastructure		Sanborn Joint Repair	General	PW	Street & Sidewalk		\$ 90,000	\$ 90,000		\$ 90,000							\$ 90,000		

City of Mitchell Capital Improvement Plan FY2025																	
Category	Project	Description	Fund	Department	Division	Requested Professional Services	Requested Budget	Proposed Budget	Proposed Professional Services	Approved Budget	Professional Services in Approved Budget	Grants/ Donations	Assigned Reserve	SRF Loan Financing	STIP	Enterprise or Special Fund Revenue	General Fund Supported
Infrastructure		Hazardous Sidewalk Repair	General	PW	Street & Sidewalk		\$ 25,000	\$ 25,000		\$ 25,000							\$ 25,000
Infrastructure		Sidewalk Construction	General	PW	Street & Sidewalk		\$ 75,000	\$ 75,000		\$ 75,000							\$ 75,000
Infrastructure		Gravel Base	General	PW	Street & Sidewalk		\$ 101,250	\$ 101,250		\$ 101,250							\$ 101,250
Infrastructure		Chip Seal Aggregate	General	PW	Street & Sidewalk		\$ 77,000	\$ 77,000		\$ 77,000							\$ 77,000
Infrastructure		Chip Seal Asphalt	General	PW	Street & Sidewalk		\$ 340,000	\$ 340,000		\$ 340,000							\$ 340,000
Infrastructure		Parking Lot-- 3rd & Main	General	PW	Street & Sidewalk		\$ 61,000	\$ 61,000		\$ 61,000							\$ 61,000
		Street Overlay Maintenance- 6th Ave- Lawler to Burr; Burr- Havens to 1st; N. Mentzer 5th to 7th; Reid St- McGover to Rowley; w 13th Sanborn to MN; N. Rowley 12th to 15th; E 15th Main to Kimball															
Infrastructure			General	PW	Street & Sidewalk		\$ 749,250	\$ 749,250		\$ 749,250					\$ 580,000		\$ 169,250
Equipment		Polaris Ranger	General	PW	Traffic		\$ 40,000	\$ -		\$ -							\$ -
Infrastructure		Battery Back up 1st & Burr	General	PW	Traffic		\$ 10,000	\$ 10,000		\$ 10,000							\$ 10,000
Infrastructure		Crosswalk RRFB @ 13th & Kimball	General	PW	Traffic		\$ 23,000	\$ 23,000		\$ 23,000							\$ 23,000
Equipment		Digital Radios	General	PW	Traffic		\$ 33,500	\$ 33,500		\$ 33,500							\$ 33,500
Facility Improvement		(pave cart paths & teebox construction)	Golf	PR	Golf		\$ 1,558,430	\$ -		\$ -						\$ -	\$ -
Facility Improvement		Entry & Tee Signs	Golf	PR	Golf		\$ 24,000										\$ -
Equipment	Equipment 5 yr lease	Fairway Mower payment is 14,000/year	Golf	PR	Golf		\$ 70,000	\$ 70,000		\$ 70,000						\$ 70,000	\$ -
Equipment	Equipment 5 yr lease	Fairway Mower payment is 14,000/year	Golf	PR	Golf		\$ 70,000	\$ 70,000		\$ 70,000						\$ 70,000	\$ -
Equipment	Equipment 5 yr lease	Wide Area Mower payment is 18,400/year	Golf	PR	Golf		\$ 93,000	\$ 93,000		\$ 93,000						\$ 93,000	\$ -
Equipment	Equipment 5 yr lease	Sprayer- payment is 16,000/year	Golf	PR	Golf		\$ 80,000	\$ 80,000		\$ 80,000						\$ 80,000	\$ -
		Ventrac mower with snowblower/mower attachment payment is 10,000/year															
Equipment	Equipment 5 yr lease		Golf	PR	Golf		\$ 42,000	\$ 42,000		\$ 42,000						\$ 42,000	\$ -
Facility Improvement	Lake Mitchell	Lake Mitchell Dredge/Improvement Projecct	Lake	Lake	Lake		\$ 21,500,000	\$ 21,500,000		\$ 21,500,000			\$ 4,684,100	\$ 16,815,900			\$ -
Facility Improvement		Additional Funds Needed for Jetty	Lake	Lake	Lake		\$ 550,000	\$ 550,000		\$ 550,000						\$ 550,000	\$ (550,000)
Facility Improvement		Sportsmans Club- AC & Furnace	Park	P&R	Parks		\$ 11,000	\$ 11,000		\$ 11,000							\$ 11,000
Facility Improvement		Pioneer Park- Siding on Shelter	Park	P&R	Parks		\$ 15,000	\$ 5,000		\$ 5,000							\$ 5,000
Facility Improvement		Resurfacing of New Tennis Courts	Park	P&R	Parks		\$ -	\$ -		\$ 34,000							\$ 34,000
		Patton Young Park - siding, windows, & doors in Shelter															
Facility Improvement			Park	P&R	Parks		\$ 35,000	\$ 10,000		\$ 10,000							\$ 10,000
Facility Improvement		Gainer Park Playground Equipment	Park	P&R	Parks		\$ 196,833	\$ 196,833		\$ 196,833		\$ 98,500					\$ 98,333
Facility Improvement		Rotary Park Railing Replacement	Park	P&R	Parks		\$ 9,000	\$ 9,000		\$ 9,000							\$ 9,000
Facility Improvement		Kibbie Park- Fishing Dock	Park	P&R	Parks		\$ 50,000	\$ -		\$ -							\$ -
Facility Improvement		Hitchcock Park- Ballfield lighting update #3 priority	Park	P&R	Parks		\$ 10,000	\$ -		\$ -							\$ -
Facility Improvement		Hitchcock Park- Lighting along road	Park	P&R	Parks		\$ 240,000	\$ -		\$ -							\$ -
		Hitchcock Park- new asphalt by park shop- no priority given															
Facility Improvement			Park	P&R	Parks		\$ 75,000	\$ -		\$ -							\$ -
		128" mower	Park	P&R	Parks		\$ 78,000	\$ 78,000		\$ 78,000							\$ 78,000
Equipment		Toolcat	Park	P&R	Parks		\$ 72,000	\$ 72,000		\$ 72,000							\$ 72,000
Facility Improvement		New Front Desk At the Rec Center	Park	P&R	Rec Center		\$ 20,000	\$ 20,000		\$ 20,000			\$ 20,000				\$ -
Facility Improvement		Indoor Playground for Youth Room	Park	P&R	Rec Center		\$ 70,000	\$ 70,000		\$ 70,000			\$ 70,000				\$ -
Facility Improvement		Multi-Station Machine & Benches	Park	P&R	Rec Center		\$ 10,000	\$ 10,000		\$ 10,000			\$ 10,000				\$ -
Facility Improvement		Replace two HVAC -	Park	P&R	Rec Center		\$ 20,000	\$ 20,000		\$ 20,000							\$ 20,000
Facility Improvement		Janitorial Cart-	Park	P&R	Rec Center		\$ 8,000	\$ -		\$ -							\$ -
Facility Improvement		Batting Cages	Park	P&R	Sports Complex		\$ -	\$ 35,000		\$ 35,000							\$ 35,000
Facility Improvement		LED lights on 8 softball Fields- (partial project)	Park	P&R	Sports Complex		\$ 1,250,000	\$ 456,000									\$ -
Professional		Design of LED Light Expansion	Park	P&R	Sports Complex						\$ 200,000						\$ 200,000
Facility Improvement		Dog Park Lighting	Park	P&R	Sports Complex		\$ 9,000	\$ 9,000		\$ 9,000							\$ 9,000
		Soccer Field- 4 foot fence to separate from Rodeo	Park	P&R	Sports Complex		\$ 5,000	\$ 5,000		\$ 5,000							\$ 5,000
		Ice Arena Roof- (500,000 for north section, \$1 million for entire roof)	Park	P&R	Sports Complex		\$ 1,000,000	\$ -		\$ -							\$ -
Facility Improvement		Cadwell Infield Turf	Park	P&R	Sports Complex		\$ 350,000										\$ -
		Cadwell Infield Reshaping & Drain Tile Installation	Park	P&R	Sports Complex		\$ -	\$ -		\$ 220,000							\$ 220,000
Facility Improvement		New Restroom at Drake	Park	P&R	Sports Complex		\$ 200,000	\$ -		\$ -							\$ -
Facility Improvement		East /West Complex Restroom Remodel	Park	P&R	Sports Complex		\$ 40,000	\$ 24,000		\$ 24,000							\$ 24,000
Facility Improvement		Cadwell Field Fence	Park	P&R	Sports Complex		\$ 100,000	\$ -		\$ -							\$ -
Facility Improvement		Cadwell/Traffic Shared Building	Park	P&R	Sports Complex		\$ 1,000,000	\$ -		\$ -							\$ -
Equipment		Truck for seasonal help	Park	P&R	Sports Complex		\$ 35,000	\$ -		\$ -							\$ -
Equipment		Garbage Truck	Sanitation	PW	Collection		\$ 300,000	\$ 300,000		\$ 300,000						\$ 300,000	\$ -
Equipment		Automated Garbage Containers	Sanitation	PW	Collection		\$ 40,000	\$ 40,000		\$ 40,000						\$ 40,000	\$ -
Infrastructure		Alley Maintenance	Sanitation	PW	Landfill		\$ 255,990	\$ 255,990		\$ 255,990						\$ 255,990	\$ -

City of Mitchell Capital Improvement Plan FY2025																				
Category	Project	Description	Fund	Department	Division	Requested Professional Services	Requested Budget	Proposed Budget	Proposed Professional Services	Approved Budget	Professional Services in Approved Budget	Grants/ Donations	Assigned Reserve	SRF Loan Financing	STIP	Enterprise or Special Fund Revenue	General Fund Supported			
Infrastructure		Scraper	Sanitation	PW	landfill		\$ 1,250,000	\$ 1,250,000		\$ 1,250,000						\$ 1,250,000	\$ -			
Equipment		Dumpsters	Sanitation	PW	Recycling		\$ 7,500	\$ 7,500		\$ 7,500									\$ 7,500	\$ -
Equipment	Sheepsfoot	Sheepsfoot- Compaction	Waste Water	PW	Collection		\$ 74,500	\$ 74,500		\$ 74,500									\$ 74,500	\$ -
Infrastructure		Manhole Rehabilitation	Waste Water	PW	Collection		\$ 100,000	\$ 100,000		\$ 100,000									\$ 100,000	\$ -
Infrastructure		CIPP	Waste Water	PW	Collection		\$ 200,000	\$ 200,000		\$ 200,000									\$ 200,000	\$ -
Infrastructure	5th Ave: Burr to Foster	Sewer Infrastructure	Waste Water	PW	Collection		\$ 1,550,000	\$ 1,550,000		\$ 1,550,000							\$ 1,550,000			\$ -
Infrastructure	6th Ave: Lawler to Burr	Sewer Infrastructure	Waste Water	PW	Collection		\$ 700,000	\$ 700,000		\$ 700,000									\$ 700,000	\$ -
Equipment		Pickup	Waste Water	PW	Collection		\$ 50,000	\$ 50,000		\$ 50,000									\$ 50,000	\$ -
Infrastructure		16" Diameter Pump	Waste Water	PW	Collection		\$ 30,000	\$ 30,000		\$ 30,000									\$ 30,000	\$ -
Equipment	Sheepsfoot	Sheepsfoot- Compaction	Water	PW	Distribution		\$ 74,500	\$ 74,500		\$ 74,500									\$ 74,500	\$ -
Infrastructure		Valve Replacement- Contracted	Water	PW	Distribution		\$ 75,000	\$ 75,000		\$ 75,000									\$ 75,000	\$ -
Infrastructure		Valve Replacement- City	Water	PW	Distribution		\$ 75,000	\$ 75,000		\$ 75,000									\$ 75,000	\$ -
Infrastructure	5th Ave: Burr to Foster	Water Infrastructure	Water	PW	Distribution		\$ 1,600,000	\$ 1,600,000		\$ 1,600,000							\$ 1,600,000			\$ -
Infrastructure	6th Ave: Lawler to Burr	Water Infrastructure	Water	PW	Distribution		\$ 600,000	\$ 600,000		\$ 600,000									\$ 600,000	\$ -
Equipment		mower	Water	PW	Distribution		\$ 8,000	\$ 8,000		\$ 8,000									\$ 8,000	\$ -
Equipment		Dump Truck	Water	PW	Distribution		\$ 240,000	\$ 240,000		\$ 240,000									\$ 240,000	\$ -
Equipment		Pick Up	Water	PW	Distribution		\$ 75,000	\$ 75,000		\$ 75,000									\$ 75,000	\$ -
Equipment		1 ton dually pickup	Water	PW	Distribution		\$ 75,000	\$ 75,000		\$ 75,000									\$ 75,000	\$ -
					Totals	\$ 1,533,900	\$ 42,196,298	\$ 36,405,868		\$ 36,203,868	\$ 1,733,900	\$ 1,902,875	\$ 5,434,100	\$ 21,115,900	\$ 580,000	\$ 5,450,490	\$ 3,454,403			
Total By Type	Requested Budget	Proposed Budget	Approved Budget	Changes																
Infrastructure	\$ 10,067,990	\$ 10,067,990	\$ 10,067,990	\$ -																
Equipment	\$ 2,834,004	\$ 2,559,004	\$ 2,559,004	\$ (275,000)																
Facility Improvement	\$ 29,294,304	\$ 23,778,874	\$ 23,576,874	\$ (5,717,430)																
Professional	\$ 1,533,900	\$ 1,533,900	\$ 1,733,900	\$ 200,000																
Totals	\$ 43,730,198	\$ 37,939,768	\$ 37,937,768	\$ (5,792,430)																
Total By Fund	Requested Budget	Proposed Budget	Approved Budget	Special Revenue Funds	Enterprise Funds															
Airport	\$ 421,000	\$ 421,000	\$ 421,000	\$ 421,000	\$ 10,000															
Campground	\$ 10,000	\$ 10,000	\$ 10,000																	
Community Services	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000																
Corn Palace	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500																
E911	\$ -	\$ -	\$ -	\$ -																
EMS	\$ -	\$ -	\$ -			\$ -														
Entertainment Tax	\$ 405,000	\$ 405,000	\$ 405,000	\$ 405,000																
General Fund	\$ 5,049,045	\$ 4,719,045	\$ 4,719,045																	
Golf	\$ 1,937,430	\$ 355,000	\$ 355,000			\$ 355,000														
Lake Fund	\$ 22,050,000	\$ 22,050,000	\$ 22,050,000	\$ 22,050,000																
Nutrition	\$ -	\$ -	\$ -	\$ -	\$ 1,853,490															
Park & Rec	\$ 4,908,833	\$ 1,030,833	\$ 828,833	\$ 828,833																
Sanitation	\$ 1,853,490	\$ 1,853,490	\$ 1,853,490			\$ 1,853,490														
Waste Water	\$ 2,704,500	\$ 2,704,500	\$ 2,704,500			\$ 2,704,500														
Water	\$ 2,822,500	\$ 2,822,500	\$ 2,822,500			\$ 2,822,500														
Totals	\$ 42,196,298	\$ 36,405,868	\$ 36,203,868	\$ 23,739,333		\$ 7,745,490														

REVENUE			EXPENSE			Revenue-Expense	Administrative Changes		Difference (I)=deficit	Mayor Review- Dept Adjustment		Difference	Proposed Budget		Council Changes		Approved Budget		Balance Revenue-Expense	
Fund	Name	Requested Budget	Fund	Name	Requested Budget		Revenue	Expense		Revenue	Expense		Revenue	Expense	Revenue	Expense	Revenue	Expense	Difference (I)=deficit	Cash Applied - to res, +from res
101	GENERAL	\$ 22,807,206	101	GENERAL	\$ 31,168,646	\$ (8,361,440)	\$ 1,679,999	\$ (3,048,422)	\$ (3,633,019)	\$ -	\$ 1,051,081	\$ (4,684,100)	\$ 24,487,205	\$ 29,171,305	\$ 107,778	\$ 107,778	\$ 24,594,983	\$ 29,279,083	\$ (4,684,100)	\$ 4,684,100
201	PARK FUND	\$ 4,105,056	201	PARK FUND	\$ 8,817,348	\$ (4,712,292)	\$ 145,949	\$ (3,787,850)	\$ (778,493)	\$ 702,493	\$ 24,000	\$ (100,000)	\$ 4,953,498	\$ 5,053,498	\$ 18,000	\$ 18,000	\$ 4,971,498	\$ 5,071,498	\$ (100,000)	\$ 100,000
202	CORN PALACE	\$ 1,829,316	202	CORN PALACE	\$ 1,817,386	\$ 11,930	\$ -	\$ (6,200)	\$ -	\$ 142,000	\$ 142,000	\$ -	\$ 1,953,186	\$ 1,953,186	\$ -	\$ -	\$ 1,953,186	\$ 1,953,186	\$ -	\$ -
203	LAKE MITCHELL	\$ 21,665,571	203	LAKE MITCHELL	\$ 22,350,900	\$ (685,329)	\$ -	\$ -	\$ (685,329)	\$ -	\$ -	\$ (685,329)	\$ 21,665,571	\$ 22,350,900	\$ -	\$ -	\$ 21,665,571	\$ 22,350,900	\$ (685,329)	\$ 685,329
209	BUSINESS IMPR DISTRICT 4	\$ 250,000	209	BUSINESS IMPR DISTRICT 4	\$ 180,000	\$ 70,000	\$ -	\$ -	\$ 70,000	\$ -	\$ -	\$ 70,000	\$ 250,000	\$ 180,000	\$ -	\$ -	\$ 250,000	\$ 180,000	\$ 70,000	\$ (70,000)
211	ENTERTAINMENT TAX	\$ 975,000	211	ENTERTAINMENT TAX	\$ 975,000	\$ -	\$ -	\$ 100,000	\$ (100,000)	\$ -	\$ -	\$ (100,000)	\$ 975,000	\$ 1,075,000	\$ -	\$ 12,500	\$ 975,000	\$ 1,087,500	\$ (112,500)	\$ 112,500
213	BUSINESS IMPR DISTRICT 3	\$ 65,000	213	BUSINESS IMPR DISTRICT 3	\$ 60,000	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 65,000	\$ 60,000	\$ -	\$ -	\$ 65,000	\$ 60,000	\$ 5,000	\$ (5,000)
214	E-911 EMERGENCY	\$ 1,164,410	214	E-911 EMERGENCY	\$ 1,139,710	\$ 24,700	\$ (100,000)	\$ (1,000)	\$ (74,300)	\$ -	\$ -	\$ (74,300)	\$ 1,064,410	\$ 1,138,710	\$ -	\$ -	\$ 1,064,410	\$ 1,138,710	\$ (74,300)	\$ 74,300
218	COMMUNITY SERVICES	\$ 1,471,706	218	COMMUNITY SERVICES	\$ 1,735,612	\$ (263,906)	\$ 5,700	\$ (119,360)	\$ (138,846)	\$ 74,787	\$ (64,059)	\$ -	\$ 1,552,193	\$ 1,552,193	\$ -	\$ -	\$ 1,552,193	\$ 1,552,193	\$ -	\$ -
219	NUTRITION	\$ 349,728	219	NUTRITION	\$ 406,301	\$ (56,573)	\$ -	\$ -	\$ (56,573)	\$ -	\$ -	\$ (56,573)	\$ 349,728	\$ 406,301	\$ -	\$ -	\$ 349,728	\$ 406,301	\$ (56,573)	\$ 56,573
226	LIBRARY FINES FUND	\$ 30,000	226	LIBRARY FINES FUND	\$ 30,000	\$ -			\$ -			\$ -	\$ 30,000	\$ 30,000			\$ 30,000	\$ 30,000	\$ -	\$ -
230	AIRPORT	\$ 1,756,917	230	AIRPORT	\$ 2,076,121	\$ (319,204)	\$ 190,000	\$ 112,500	\$ (241,704)	\$ 241,704	\$ -	\$ -	\$ 2,188,621	\$ 2,188,621	\$ -	\$ -	\$ 2,188,621	\$ 2,188,621	\$ -	\$ -
304	TID #8-HIGHLAND	\$ 250,000	304	TID #8-HIGHLAND	\$ 250,000	\$ -			\$ -			\$ -	\$ 250,000	\$ 250,000			\$ 250,000	\$ 250,000	\$ -	\$ -
305	TID #9-VANTAGE	\$ 120,000	305	TID #9-VANTAGE	\$ 120,000	\$ -			\$ -			\$ -	\$ 120,000	\$ 120,000			\$ 120,000	\$ 120,000	\$ -	\$ -
308	TID #14 - PEPSI WIS-PAK	\$ 65,000	308	TID #14 - PEPSI WIS-PAK	\$ 65,000	\$ -			\$ -			\$ -	\$ 65,000	\$ 65,000			\$ 65,000	\$ 65,000	\$ -	\$ -
313	TID #19 ANTACH/MHA	\$ 35,000	313	TID #19 ANTACH/MHA	\$ 35,000	\$ -			\$ -			\$ -	\$ 35,000	\$ 35,000			\$ 35,000	\$ 35,000	\$ -	\$ -
314	TID #20-MORRIS	\$ 25,000	314	TID #20-MORRIS	\$ 25,000	\$ -			\$ -			\$ -	\$ 25,000	\$ 25,000			\$ 25,000	\$ 25,000	\$ -	\$ -
315	TID #21 HOHN ENTERPRISES	\$ 27,000	315	TID #21 HOHN ENTERPRISES	\$ 27,000	\$ -			\$ -			\$ -	\$ 27,000	\$ 27,000			\$ 27,000	\$ 27,000	\$ -	\$ -
318	TID #24- PERFORMANCE PET	\$ 150,000	318	TID #24- PERFORMANCE PET	\$ 150,000	\$ -			\$ -			\$ -	\$ 150,000	\$ 150,000			\$ 150,000	\$ 150,000	\$ -	\$ -
319	TID #26- WESTERN BUILDING	\$ 15,000	319	TID #26- WESTERN BUILDING	\$ 15,000	\$ -			\$ -			\$ -	\$ 15,000	\$ 15,000			\$ 15,000	\$ 15,000	\$ -	\$ -
320	TID #27- FIALA HOUSING	\$ 15,000	320	TID #27- FIALA HOUSING	\$ 15,000	\$ -			\$ -			\$ -	\$ 15,000	\$ 15,000			\$ 15,000	\$ 15,000	\$ -	\$ -
321	TID #28- FLATS ON HAVENS	\$ 15,000	321	TID #28- FLATS ON HAVENS	\$ 15,000	\$ -			\$ -			\$ -	\$ 15,000	\$ 15,000			\$ 15,000	\$ 15,000	\$ -	\$ -
322	TID #29- WOOLWORTH	\$ 5,000	322	TID #29- WOOLWORTH	\$ 5,000	\$ -			\$ -			\$ -	\$ 5,000	\$ 5,000			\$ 5,000	\$ 5,000	\$ -	\$ -
350	INDOOR SWIMMING POOL	\$ 216,500	350	INDOOR SWIMMING POOL	\$ 270,000.00	\$ (53,500)			\$ (53,500)			\$ (53,500)	\$ 216,500	\$ 270,000			\$ 216,500	\$ 270,000	\$ (53,500)	\$ 53,500
602	WATER	\$ 9,585,865	602	WATER	\$ 5,938,798	\$ 3,647,067	\$ -	\$ 1,149,500	\$ 2,497,567	\$ -	\$ -	\$ 2,497,567	\$ 9,585,865	\$ 7,088,298			\$ 9,585,865	\$ 7,088,298	\$ 2,497,567	\$ (2,497,567)
604	WASTE WATER	\$ 7,000,141	604	SEWER	\$ 5,554,191	\$ 1,445,950	\$ -	\$ 74,500	\$ 1,371,450	\$ -	\$ -	\$ 1,371,450	\$ 7,000,141	\$ 5,628,691			\$ 7,000,141	\$ 5,628,691	\$ 1,371,450	\$ (1,371,450)
612	SANITATION	\$ 2,615,550	612	SANITATION	\$ 3,924,878	\$ (1,309,328)	\$ 357,400	\$ (33,000)	\$ (918,928)	\$ -	\$ -	\$ (918,928)	\$ 2,972,950	\$ 3,891,878			\$ 2,972,950	\$ 3,891,878	\$ (918,928)	\$ 918,928
614	GOLF COURSE	\$ 541,200	614	GOLF COURSE	\$ 2,098,819	\$ (1,557,619)	\$ 19,000	\$ (1,576,590)	\$ 37,971	\$ 10,500	\$ 10,000	\$ 38,471	\$ 570,700	\$ 532,229			\$ 570,700	\$ 532,229	\$ 38,471	\$ (38,471)
619	CAMPGROUND	\$ 118,300	619	CAMPGROUND	\$ 84,844	\$ 33,456	\$ (8,300)	\$ -	\$ 25,156	\$ 5,000	\$ -	\$ 30,156	\$ 115,000	\$ 84,844			\$ 115,000	\$ 84,844	\$ 30,156	\$ (30,156)
621	EMS FUND	\$ 1,599,732	621	EMS FUND	\$ 1,677,345	\$ (77,613)	\$ (96,000)	\$ -	\$ (173,613)	\$ -	\$ -	\$ (173,613)	\$ 1,503,732	\$ 1,677,345			\$ 1,503,732	\$ 1,677,345	\$ (173,613)	\$ 173,613
Subtotals		\$ 78,869,198			\$ 91,027,899	\$ (12,158,701)	\$ 2,175,618	\$ (7,130,922)	\$ (2,852,161)	\$ 1,176,484	\$ 1,163,022	\$ (2,838,699)	\$ 82,221,300	\$ 85,054,999	\$ 125,778	\$ 138,278	\$ 82,347,078	\$ 85,193,277	\$ (2,846,199)	\$ 2,846,199
Contingency History									STIP Projects			GF Cash Applied from Restricted Funds		\$ 4,684,100		Other Funds Cash Applied				
Year	Budget	Actual							Chip Seal Aggregate	\$ 77,000		GF	Towards lake Project	\$ 4,684,100		EMS	From Reserves	\$ 173,613		
2025	\$ 1,162,850								Chip Seal Asphalt	\$ 340,000						Lake	From Reserves	\$ 685,329		
2024	\$ 804,628								Street Overlay Maint	\$ 749,250						E911	operations, reserves	\$ 74,300		
2023	\$ 811,628	\$ 701,819							asphalt mix	\$ 100,000						Nutrition	operations, reserves	\$ 56,573		
2022	\$ 844,764	\$ 830,653							Gravel Base	\$ 131,250						Ent Tax	plaza expansion	\$ 112,500		
2021	\$ 836,910	\$ 744,358							Rubber Crack Sealer	\$ 35,500						Park	rec center front desk 20,000; indoor entrance covered 70,000	\$ 100,000		
2020	\$ 882,696	\$ 453,675							Sanborn Joint Repair	\$ 90,000			2024 Wages	\$ 11,969,403		Water		\$ (2,497,567)		
2019*	\$ 853,394	\$ 706,300							Total Costs:	\$ 1,523,000			2025 Budgeted Wages	\$ 12,636,551		Waste Water		\$ (1,371,450)		
2018	\$ 691,788	\$ 272,750							Less STIP 2025 Revenue	\$ 580,000						Indoor Pool		\$ 53,500		
2017	\$ 713,674	\$ 506,500							Balance	\$ 943,000						Sanitation		\$ 918,928		
2016	\$ 462,563	\$ 293,593							Reserves in STP	\$ -						Golf Course		\$ (38,471)		
									Remainder from General Fund	\$ 943,000						Campground		\$ (30,156)		