City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
November 18, 2024

1. **6:00 PM Call to Order**
2. **Pledge Of Allegiance**
3. **Invocation: First Lutheran**
4. **Roll Call**
5. **Approval Of Consent Agenda Items**
   Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.

   A. **City Council Minutes**

   B. **Committee Reports**

   C. **Department Reports**

   D. **Raffle Permits**

   E. **2025 Renewal of Vehicle for Hire Company Applications**
      D & J Fun Bus LLC
      Granite Springs Lodge
      BJ's Party Bus
      PSG Premier Enterprises, LLC

   F. **2025 Renewal of Transportation Network Company Vehicle Application**
      LYFT

   G. **Set Date 1:30 PM, November 26, 2024 for Bid Opening for Rock Salt Project #2024-34**

   H. **Set Date of December 2, 2024 for Hearing and Action on the following Alcohol License Applications**
      a. On the application of StocktonLee LLC, dba Jesse's Place, 511 N Main Street for a new Retail (on-off sale) Wine and Cider License (Video lottery is not included)

      b. On the application of StocktonLee LLC, dba Jesse's Place, 511 N Main Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)

   I. **Approval of Gasoline & Fuel Quotes**

   J. **Pay Estimates**

   K. **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 Kyle Zacher-Variance Permit**

      Kyle Zacher 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. **Hearing and Action on the following Alcohol License Applications**

    a. On the application to transfer PL-4700 Package (off-sale) 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 a 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 Year's 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)

12. **Action to Approve the Applications for Renewal of 2025 Liquor and Wine Licenses**

13. **Action to Approve the Applications for Renewal of 2025 Medical Cannabis Licenses**

    Genesis Farms, LLC-Dispensary License
    The Flower Shop LLC-Dispensary License

Raftis Enterprise Mitchell-Dispensary License

14. **Action to Award Bid for 7th & Main Traffic Signals Rebid Project #2022-08R**
15. **Action to Approve Agreement #A2024-45, Tax Increment District #38 Developer Agreement**
16. **Action to Approve Agreement #A2024-46, Tax Increment District #39 Developer Agreement**
17. **Action to Approve Agreement #A2024-47, Section 5311 SD Department of Transportation Grant Funds**
18. **Action to Approve Agreement #A2024-48, An Addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell & IAFF Mitchell Firefighters Association Local 4166 for 2025 Wages**
19. **Action to Approve Agreement #A2024-49, An Addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell & Teamsters Local Union No. 120 for 2025 Wages**
20. **Action to Approve Agreement #A2024-50, An Addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell & Mitchell City Employees AFSCME Local 2922 for 2025 Wages**
21. **Action to Approve Resolution #R2024-75, Creating Tax Increment District #40-Golden Prairie Apartments LLC**
22. **Action to Approve Resolution #R2024-76, Plat of Lot 5, Block 6 of Woodland Heights First Addition**
23. **Action to Approve Resolution #R2024-77, Fees and Charges**
24. **Second Reading on Ordinance #O2024-11, 2025 Annual Appropriation Ordinance**
25. **Motion to Adopt Ordinance #O2024-11, Request Public Comment, Roll Call**
26. **First Reading on Ordinance #O2024-12, An Ordinance Granting a Franchise to NorthWestern Energy**
27. **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

November 4, 2024
6:00 P.M.

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

ABSENT:

PRESIDING: Mayor Jordan Hanson

AGENDA:

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

a. City Council Minutes
   1. City Council October 21, 2024
b. Committee Reports
   1. Planning Commission October 15, 2024
   2. Planning Commission October 28, 2024 (unsigned)
c. Automatic Supplement to Parks-Sports Complex in the amount of $35,133.97 from an insurance claim
d. Raffle Permits
   1. Area Community Theatre with the drawing to be held on December 16, 2024
   2. Mitchell Quarterback Club with the drawing to be held on January 31, 2025
e. Volunteer List
f. Purchase of Walking Floor Trailer off of BuyBoard for Recycling Project #2024-31
g. Change Order #1 for North Harmon Sanitary Sewer Outfall #2023-06 increasing the contract amount by $10,000.00 to Halme Inc. adjust contract amount to $3,239,884.25
h. Set date for bid opening 1:30 PM, November 20, 2024 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 of November 18, 2024 for Hearing and Action
   1. On the application to transfer PL-4700 Package (off-sale) Liquor License from RADHE, LLC dba Thunderbird Lodge, 1601 South Burr Street to TBM LLC dba Booze Boys, 1620 South Burr Street, Suite 4
   2. 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
   3. 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
4. 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 Year's Eve Bash
5. 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 November 4, 2024
Pay Estimate #46 in the amount of $12,370.70 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group
Pay Estimate #47 in the amount of $8,278.83 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group
Pay Estimate #25 in the amount of $155.00 for West Side Water Tower #2021-03 contracted to SPN & Associates
Pay Estimate #5 in the amount of $11,517.95 for Firesteel Creek Dam Design #2021-18 contracted to Ducks Unlimited
Pay Estimate #32 in the amount of $9,706.40 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering
Pay Estimate #4 in the amount of $120,797.40 for Recycling Building #2021-30 contracted to WS Construction Management
Pay Estimate #23 in the amount of $26,428.20 for Recycling Building #2021-30 contracted to Helms & Associates
Pay Estimate #39 in the amount of $600.80 for Highway #37 Utilities #2021-45 contracted to SPN & Associates
Pay Estimate #40 in the amount of $437.50 for Highway #37 Utilities #2021-45 contracted to SPN & Associates
Pay Estimate #1 in the amount of $4,872.00 for Waste Water Treatment Plant-Phase II #2022-01 contracted to GeoTek Engineering
Pay Estimate #6 in the amount of $257,282.41 for 3rd & Main Streetscape #2022-26 contracted to Schoenfelder Construction
Pay Estimate #2 in the amount of $456,390.42 for Lake Mitchell Jetty & Marina #2023-03 contracted to Soukup Construction
Pay Estimate #16 in the amount of $6,300.92 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to SPN & Associates
Pay Estimate #1 in the amount of $147,776.40 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to Halme, Inc.
Pay Estimate #4 in the amount of $1,690.00 for Hitchcock Pickleball Courts #2023-14 contracted to SPN & Associates
Pay Estimate #10 in the amount of $50.00 for Cadwell Booster Station #2023-19 contracted to SPN & Associates
Pay Estimate #2 in the amount of $255,888.56 for Cadwell Booster Station #2023-19 contracted to 605 Companies
Pay Estimate #1 in the amount of $119,662.00 for Dump Truck Chassis #2023-34 contracted to I-State Truck

Pay Estimate #1 in the amount of $562,507.60 for Paving & Overlay #2024-15 contracted to Commercial Asphalt

l. 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 OCTOBER 13, 2024 – OCTOBER 26, 2024: City Council $4,126.48, Mayor $1,567.54, City Administrator $6,369.23, Administrative Boards $2,325.00, Attorney $5,332.08, Finance $14,155.25, Human Resources $4,392.72, Municipal Building $3,451.76, Information Technology $3,286.77, Police $79,494.27, Traffic $4,792.49, Fire $40,632.14, Street $33,159.83, Public Works $25,569.32, Cemetery $5,632.55, Animal Control $1,711.52, Library $18,574.84, Recreation & Aquatics $7,666.16, Recreation Center $19,466.26, Sports Complexes $10,071.07, Parks $17,196.35, Supervision $7,805.39, Corn Palace $20,998.42, E911 $26,468.13, Palace Transit $31,017.60, JVCC $2,096.39, Nutrition $4,428.92, Airport $2,540.81, Water Distribution $15,418.43, Sewer $16,280.07, Recycling Program $7,824.65, Waste Collection $7,207.57, Landfill $10,553.40, Golf Course $6,278.12, Emergency Medical Services $36,249.66

NEW HIRES:

E-911: Elizabeth Adema-$22.927

RECREATION CENTER: Shawn Lachnit-$22.927

SPORTS COMPLEXES: Taryn Bultje-$11.70, Megyn Estrada-$11.70, Sydney Love-$11.20, Greyce Northrup-$11.70, Preston O'Connor-$11.20, Abbi Schnabel-$11.70, Clara Schroeder-$11.20, Teresa Schroeder-$11.70, Jordyn Wilson-$11.70

SALARY ADJUSTMENTS:

POLICE: John Badker-$36.859, David Sarne-$36.841

STREET: Dale Star - $27.393

WATER DISTRIBUTION: Ryland DeVries-$22.042

TERMINATIONS:

CORN PALACE: Doug Greenway

PALACE TRANSIT: Arthur Degelder

PARK & RECREATION: Angel Dewaard

WARRANTS: 605 Companies, 2023-19 P.E. #2-$255,888.56; A-Ox Welding Supply, Supplies-$385.95; AAA Collections, Precollection Letters-$20.00; Ace K9, Subscription-

$168.00; ACP International, Community Project-$1,208.00; Aetna, Refund-$83.19; AFSCME Council 65, Union Dues-$508.25; Amazon Capital Services, Supplies-$516.24; Andrew Becker, Reimbursement-$14.00; AT&T Mobility, Utilities-$521.22; AT&T Mobility, Utilities-$1,081.19; ATV Holdings, LLC dba Mitchell Telecom, Utilities-$82.93; Avera Health Plans, Refund-$91.22; Avera Occupational Medicine, Testing-$1,445.00; Baker & Taylor, Books-$325.29; Barr Engineering, 2021-20 P.E. #Ph2-32-$9,706.40; Beacon Athletics, Supplies-$525.00; Bender Sewer & Drain, Repair-$4,285.00; Big Daddy D's, Contract Services-$4,264.20; Blackstone Publishing, Audiobooks-$139.99; Bonnie Fetzer, Refund-$266.78; Brandon Manchester, Reimbursement-$81.88; Brett Lowrie, Contract Services-$10,000.00; Butler Machinery, Supplies-$492.87; C&B Operations, Supplies-$179.79; Carol Riggen, Refund-$92.01; Carol Vilhauer, Refund-$89.37; Carquest Auto Parts, Supplies-$454.24; Casey Tegethoff, Reimbursement-$14.00; CDW Government, Equipment-$83.48; Chad Cody, Reimbursement-$28.33; Chesterman, Supplies-$65.50; CHR Solutions, Mailing-$3,788.23; CHS Farmers Alliance, Supplies-$6,524.81; City of Mitchell, Parking Lot Closure-Raise Em Rank-$200.00; CK Bicycles & Locks, Supplies-$30.00; Column Software, Advertising-$108.24; Commercial Asphalt, Supplies-$570,673.10; Core & Main, Supplies-$9,023.81; Core-Mark Midcontinent, Supplies-$1,089.95; County Fair, Supplies-$35.99; Dakota Counseling, 2024 4th Quarter Allocation-$3,250.00; Dakota Fluid Power, Dump Truck-$32,013.37; Dakota Green Landscape, Repair-$114.31; Dakota Pump, Repair-$2,279.93; Dakota Riggers & Tool Supplies, Supplies-$4,277.44; Dakota Supply Group, Maintenance-$278.90; Dale Star, Reimbursed-$97.04; Dean V Strand, Refund-$1,000.00; Department of Social Services, Child Support-$633.69; Dicks Towing, Towing-$150.00; Display Sales, Supplies-$532.95; Ducks Unlimited, 2021-18 P.E. #5-$11,517.95; Elfstrand's Ace Hardware, Supplies-$83.93; Emme Sand & Gravel, Supplies-$1,693.86; Eric Hieb, Contract Service-$6,853.01; ETix, Ticketing Fees-$679.65; Fedex, Mailing-$36.14; First National Bank Omaha, Cash Back Redemption-$10,974.84; First Rate Excavate, Maintenance-$22,808.30; Fleetpride, Supplies-$2,910.22; Galls, Supplies-$8,065.62; Geotek Engineering & Testing, 2022-1 P.E. #1A-$4,872.00; GF Advertising Services, Supplies-$266.00; Great Western Tire, Repair-$4,989.80; Hach, Supplies-$1,852.30; Halme, 2023-6 P.E. #1-$147,776.40; Hawkins, Supplies-$20.00; Helms and Associates, 2021-30 P.E. #23-$26,428.20; Howes Oil, Supplies-$20,096.25; I-State Truck Center, 2023-34 P.E. #1-$119,662.00; IDEAG, Hydrant Meter Deposit-$2,000.00; Infrastructure Design Group, 2020-20 P.E. #46-$20,649.53; Ingram Library Services, Books-$336.75; Innovative Office Solution, Supplies-$610.55; Interstate Office Products, Supplies-$231.43; Iverson, 2022 Chevrolet Silverado-$44,645.00; Jacquelyn High, Reimbursement-$68.00; James Huck, Refund-$90.69; James Pratt, Refund-$86.11; Janice Chittenden, Refund-$92.29; JCL Solutions, Supplies-$552.60; Joan Johnson, Refund-$50.00; John Badker, Travel-$14.00; John Hegg, Supplies-$9.97; Jones Supplies, Supplies-$1,854.54; Joseph King, Travel-$120.00; Joyce A Smetana, Refund-$200.00; Kimball Midwest, Supplies-$309.60; Krohmer Plumbing, Maintenance-$199.93; Lawson Products, Supplies-$2,088.85; Leland Tiede, Refund-$91.22; Lewis Family Drug, Supplies-$49.89; Light & Siren, Supplies-$32,284.63; Linda Niewenhuis-Kredit, Refund-$50.00; M&T Fire and Safety, Supplies-$9,922.03; Make It Mine Designs, Supplies-$4,982.93; Marian Bies, Refund-$100.48; Mark Jenniges, Travel-$215.04; MC&R Pools, Supplies-$184.99; McLeod's Printing, Supplies-$3,817.98; Mebius Nursery & Landscaping, Repairs-$445.00; Menard's, Supplies-$2,480.06; Menning Excavating, Maintenance-$6,285.66; Michaels Fence & Supply, Supplies-$836.68; Mid-American Research Chemical, Maintenance-$5,441.31;

Midcontinent Communication, Utilities-$16.50; Midcontinent Communication, Advertising-$1,306.00; Midwest Fire & Safety, Extinguisher Service-$685.00; Midwest Oil, Supplies-$692.61; Millennium Recycling, Single Stream Fee-$896.35; Mitchell Iron & Supply, Supplies-$60.00; Mitchell Skating, Registration-$390.00; Mitchell Skating & Hockey, Sports Authority Promo-$1,000.00; Mitchell Towing and Recovery, Towing-$180.00; Mitchell United Way, United Way Deductions-$173.00; Mueller Lumber, Supplies-$5.77; Muth Electric, Maintenance-$48,655.70; Napa Central, Supplies-$227.89; Northern Balance & Scale, Repairs-$202.00; Northwestern Energy, Utilities-$47,543.93; Novaha Construction, Landfill fees-$46.56; Overdrive, EBooks-$1,282.80; Pepsi Cola, Supplies-$612.85; Premier Equipment, Supplies-$290.66; Premier Pest Control, Supplies-$525.00; Prime Insurance, Refund-$150.00; Public Health Laboratory, Testing-$660.00; Qualified Presort, Postage-$520.80; Robert McCardle, Registration-$20.00; Rockmount Research & Alloy, Supplies-$1,322.61; Roy King, Entertainment-$150.00; Runnings, Supplies-$964.60; Sanford Health Mitchell, Supplies-$235.00; Santel Communications, Utilities-$30.00; Schoenfelder Construction, 2022-26 P.E. #6-$257,282.41; South Dakota Municipal League, Registration-$125.00; South Dakota Public Assurance Alliance, Insurance-$4,238.14; South Dakota-Supplemental Retirement, Supplemental Retirement-$26,511.10; South Dakota-Supplemental Roth 457, Roth 457 Contributions-$2,092.50; Siteone Landscape Supply, Supplies-$1,619.67; Soukup Construction, 2023-3 P.E. #2-$456,390.42; SPN & Associates, 2021-3 P.E. #25-$9,234.22; Standard Insurance, Life Insurance-$427.00; Staples, Supplies-$623.14; Steve Schladweiler, Supplies-$378.00; Steve Whitney, Refund-$699.34; Streicher's Minneapolis, Supplies-$7,216.77; Sturdevants Auto Value, Supplies-$3,292.97; Subway, Planning Comm Meals-$53.94; Sun Gold Sports, Supplies-$1,225.00; Teamsters Local No. 120, Union Dues-$1,340.00; Therese Ware, Tree Mitchell Program-$47.99; Thune True Value & Appliance, Supplies-$40.94; TMA Stores, Supplies-$1,253.08; Transwest Sioux Falls, Supplies-$353.98; Travis Hohrman, Reimbursement-$350.00; Upper Midwest Garage Door, Maintenance-$306.12; UPS Store #4227, Shipping-$94.68; Vale Krietlow, Refund-$777.00; Verizon Wireless, Utilities-$340.19; Vern Eide Chevrolet GMC, Towing-$100.00; Vestis, Maintenance-$262.79; Walmart/Capital One, Supplies-$103.48; Watertown Wholesale, Supplies-$141.43; Wisconsin Child Support, Garnishment-$395.58; WS Construction Management, 2021-30 P.E. #4-$120,797.40; South Dakota Department of Revenue, Sales Tax-$21,538.13; Ellwein Brothers, Supplies-$1,746.50

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

BOARD OF ADJUSTMENT:

Moved by Tjarks, seconded by Goldammer, 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 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. The property is zoned UD Urban

Development District. The Planning Commission recommended approval of said application. Moved by Goldammer, seconded by Tjarks, to deny said application. 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 automotive sales, repair, parts and 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. The property is zoned UD Urban Development District. The Planning Commission recommended approval of said application. Moved by Goldammer, seconded by Barington, to approve said application with the conditions a fenced in area is created that will hold no more than five cars to be worked on and be in compliance with Outside Storage before being permitted. Bathke voting nay. Motion carried.

Moved by McCardle, seconded by Barington, to set date for November 18, 2024 on the application of Kyle Zacher for a variance 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 located at 1420 East Havens Avenue, legally described as Lot 1, Block 8, Fiar View Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

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

AWARD BID:

Bids were opened and read on Cemetery Hayland Project #2025-05 on the 16th day of October, 2024. Moved by Sabers, seconded by Bathke, to award, as follows:

CEMETERY HAYLAND
PROJECT #2025-05

Brad Bartscher, 300 S 2nd Street, Emery, SD 57332

16 Acres $168.20/acre

$2,691.15 per Year $8,073.45 for 3 Years (2025, 2026, 2027)

Motion carried.

CONSIDER APPROVAL:

Moved by McCardle, seconded by Goldammer, to approve the quote for South Wastewater Treatment Facility Building with Custom Touch Homes in the amount of $53,061.32. The quote does not include transportation or foundation. Barington abstained. Motion carried.

Moved by Tjarks, seconded by Smith, to approve a release of a 10' utility easement in Nelson's Addition. Bathke abstained. Motion carried.

Moved by Tjarks, seconded by Barington, to approve an easement within the alleyway for 207 West 11th Avenue. Motion carried.

Moved by Goldammer, seconded by Tjarks, to approve Agreement #A2024-43, Testing Services for South Waste Water Treatment Plant-Phase II-Schedule A with GeoTek in an amount not to exceed $70,350.00. Motion carried.

Moved by Smith, seconded by Sabers, to approve Agreement #A2024-44, Partial Alley Closure Joining 6th and 7th between Main and Rowley with Confluence.

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

RESOLUTIONS:

Moved by Sabers, seconded by Goldammer, to approve Resolution #R2024-69, Creating Tax Increment District #38-Palace City Brewery, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Barington, to approve Resolution #R2024-70, Creating Tax Increment District #39-Mad Garage, as follows:

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.

Bathke abstained. Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Goldammer, to approve Resolution #R2024-71, Plat of Lot B of Big Bend Addition in the NW ¼ of Section 1 and the NE ¼ of Section 2, all in T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Tjarks, 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 ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by McCardle, to approve Resolution #R2024-73, Plat of Lot 10, Block 1 of Westwood First Addition, as follows:

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

Motion carried and resolution declared duly adopted.

Moved by Smith, seconded by Tjarks, 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 ¼ of the NE ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

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.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Goldammer, 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 second reading. Motion carried. Moved by Tjarks, seconded by Barington, to adopt 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, as follows:

ORDINANCE NO. O2024-10

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.

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

Moved by Goldammer, seconded by Barington, to place Ordinance #O2024-11, 2025 Annual Appropriation Ordinance on first reading. Motion carried.

ADJOURN:

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

Michelle Bathke

Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

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 preforming 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

Planning Commission 11-12-24
City Council Chambers, City Hall, 612 N. Main Street
November 12, 2024

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

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

3. Declaration Of Conflicts Of Interests
Schmitz item #10

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

5. Approval of Previous Minutes: October 28, 2024
Motion by Schmitz, seconded by Osterloo to approve the proposed minutes of the October 28, 2024 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: November 25, 2024
Motion by Havlik, seconded by Osterloo to set the date for the next Planning Commission Meeting for November 25, 2024. All present voting aye; motion carried.

7. Hearing & Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #40
Jenniges gave an overview of the area where TIF 40 would be located. He noted it was published in the official newspaper. This TIF by Golden Prairie Apartments LLC is to create affordable housing through two 24 unit apartment buildings. This apartment would be located to the west of Menards and north of an apartment currently under construction. The apartments would have to be rented at or below 80% of the area median income. Jenniges noted the applicant is requesting around $1,610,000 and has eligible TIF expenses of around $1,700,000. 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 $1,610,000 and 20 years to pay it back through the tax increase. The applicant was present to answer questions.

Osterloo questioned that with Steve Sibson speaking out about most of the previous TIF's if the city is missing something. Johnson answered that Mr. Sibson just has a philosophical difference on the use of TIF's then the city does.

Skyler Mickelson of Morgan Theeler representing the applicant said that he and Don Petersen talked to Mr. Sibson after the last council meeting to answer any of his questions about TIF's, but does expect to see him at the council meeting for approval of this TIF.

Motion by Havlik, seconded by Schmitz, to set the boundaries for TIF District #40 to include the following:

LOT ONE (1), EXCLUDING LOT ONE-A (1A) IN BLOCK THREE (3) OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

All present voting aye; motion carried.

Motion by Schmitz, seconded by Osterloo to approve the project plan and recommend approval of TIF District #40. All present voting aye; motion carried.

8. Variance Permit: Kyle Zacher

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, Fair View Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

Jenniges explained neighbors were notified, sign posted and published in the official newspaper. There were two responses in favor of the variance. The applicant would like to put an addition onto his existing garage. He does meet all the required setbacks and is under the 2,000 square feet. The applicant has submitted a sketch that is in the packet for the footprint of the addition. The applicant was present to answer questions.

The applicant presented a packet containing history of their property and reason for why they would like to build the garage addition. Also included in the packet was a set of drawings.

Genzlinger questioned what their hardship was, and was answered that their basement keeps flooding, and they would like to move stuff from down there to the mezzanine.

Schreurs questioned if all the vehicles that are shown on the GIS view would be moved inside and that was answered that they would be. Schreurs said he walks by the house often and believes this would help to clean up the site.

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

9. Plan Approval: Hackberry Holdings LLC
Jenniges reminded the board that this piece of property had just been rezoned to HB for the purpose of this project. The applicant would like to build a 50' x 175' cold storage building. This is located at 1005 S Lawler St. The applicant has submitted drawings of the proposed project that are in the packet. The applicant was not present to answer questions.

Genzlinger question drainage on the property. Schroeder noted that the lot is all hard surface now and a building on the location will not increase the amount of runoff.

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

10. Plan Approval: Milkyway
Jenniges explained the applicant would like to create a drive thru at the old Hungry Dog/Zesto's bulding. The applicant submitted an overall plan for the drive thru and parking which is included within the packet. This is located at 422 S Sanborn Blvd. The applicant was present to answer questions.

Genzlinger questioned if this would be a 9-month operational period. Allen Lepke stated that is the plan. Also, he stated they plan to gut the building and make it usable for them. They also plan to blacktop/seal the parking lot and clean up the rest of the area.

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

11. Plat: Ethan Coop Lumber
Plat of Lot 5, Block 6 of Woodland Heights First Addition, a subdivision of Lot 3, Crane's Addition in the SE 1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges explained this plat follows the master plan for the development and there are only a few more pieces of land to be platted in this development. This plat does meet the requirements in their PUD. The applicant was not present to answer questions.

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

12. Plan Approval: Mitchell Telecom
Jenniges noted the site plan that was included within the packet. The applicant would like to place a 12' x 28' structure on the property to house equipment. This is located in the 1500 block of N Commerce St. The applicant provided a site plan and structure pictures in the packet. The applicant was present to answer questions.

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

13. Other Business:
None.

14. Public Input:
None.

15. Adjourn
Chairperson Genzlinger adjourned the meeting at 12:18 P.M.

_____
Kevin Genzlinger
Planning Commission Chairperson

CITY OF MITCHELL

1ST & 2ND PENNY SALES TAX

MONTHLY COLLECTION HISTORY

YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2010^	4,680,000	4,742,773.61	6.50	268,490.26	356,710.90	379,005.63	334,120.30	338,671.95	323,599.24	497,044.67	458,154.87	219,891.86	500,224.92	524,161.12	542,697.89	
2011+	4,750,000	4,916,440.28	3.66	250,103.91	365,260.54	382,726.95	412,828.04	393,665.81	369,634.88	432,490.26	545,861.28	329,552.31	385,888.30	469,123.49	579,304.51	
2012	4,975,000	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53	
2013	5,228,000	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15	
2014	5,375,000	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65	
2015	5,375,000	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07	
2016	5,590,000	5,471,800.14	(1.59)	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	491,896.66	386,211.17	642,226.06	
2017	5,590,000	5,472,944.38	0.02	314,226.16	439,907.44	414,473.29	428,428.32	360,943.07	383,528.56	703,067.14	450,666.82	565,721.51	395,455.72	467,453.85	549,072.50	
2018	5,471,800	5,724,840.89	4.60	383,276.70	505,707.15	447,184.03	402,686.59	443,340.74	283,989.97	720,544.06	546,190.43	527,070.30	378,035.60	429,741.17	657,074.15	
2019	5,521,800	5,645,323.19	(1.39)	380,964.38	475,050.96	439,829.32	286,501.27	595,560.40	226,352.24	617,301.74	648,368.69	463,520.66	487,890.04	535,978.36	488,005.13	
2020	5,378,333	5,615,768.74	(0.52)	482,425.98	401,397.66	398,890.87	476,968.75	422,410.65	154,761.72	820,662.75	494,907.24	464,629.72	520,474.40	441,945.44	536,293.56	
2021	5,593,333	6,187,725.34	10.18	504,793.07	370,090.20	389,887.56	596,963.70	510,380.97	148,174.57	935,626.32	509,241.13	581,897.23	540,337.38	461,781.44	638,551.77	
2022	5,715,769	6,775,812.09	9.50	583,303.14	371,021.69	530,565.79	581,055.46	484,781.15	556,110.56	656,824.67	536,419.86	653,776.19	614,839.88	529,332.04	677,781.66	
2023	5,900,000	7,250,061.70	7.00	540,211.39	535,030.61	518,010.54	587,336.88	552,642.54	569,536.97	740,477.38	532,185.96	721,465.80	595,898.42	622,051.08	735,214.13	Monthly
				540,211.39	1,075,242.00	1,593,252.54	2,180,589.42	2,733,231.96	3,302,768.93	4,043,246.31	4,575,432.27	5,296,898.07	5,892,796.49	6,514,847.57	7,250,061.70	YTD
						1,755,977.81			1,525,978.27			2,292,687.17			672,847.10	Quarter
2024	6,526,817	6,247,490.35	6.02	523,359.33	671,681.61	560,936.87	521,925.50	716,780.80	287,271.97	875,526.51	801,243.12	615,917.54	672,847.10			Monthly
				523,359.33	1,195,040.94	1,755,977.81	2,277,903.31	2,994,684.11	3,281,956.08	4,157,482.59	4,958,725.71	5,574,643.25	6,247,490.35	6,247,490.35	6,247,490.35	YTD
				-3.12%	**11.14%**	**10.21%**	**4.46%**	**9.57%**	**-0.63%**	**2.83%**	**8.38%**	**5.24%**	**6.02%**			YTD %

^ Adjusted for DRR encoding error in March and April. Repayment made June 2010 throught December 2010 in the amount of $13,892.02 per penny, per month.

\+ Adjusted for Sales Tax Repayment to the City of Mitchell from the Dept. of Revenue in the amount of $179,411.96 ($89,705.98 per penny).

CITY OF MITCHELL

3RD PENNY SALES TAX

MONTHLY COLLECTION HISTORY

YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2010	621,000	664,564.41	8.40	31,043.18	33,390.75	56,151.46	37,944.29	44,431.40	43,859.01	70,222.72	69,888.47	51,275.18	75,773.49	77,286.38	73,298.08	
2011	633,000	656,532.15	(1.21)	26,671.51	39,718.12	52,305.37	38,082.17	55,190.54	43,028.14	60,191.20	88,869.14	59,330.81	63,627.23	61,965.11	67,552.81	
2012	685,000	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15	
2013	698,000	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53	
2014	722,000	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95	
2015	722,000	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53	
2016	750,000	793,240.17	2.93	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	89,887.83	68,789.53	81,329.13	
2017	680,000	790,107.66	(0.39)	40,489.65	56,521.74	50,677.06	61,899.68	49,494.55	58,254.78	101,128.39	68,449.71	99,641.56	64,528.02	65,496.74	73,525.78	
2018	820,000	789,559.57	(0.07)	41,017.18	62,200.06	60,841.78	50,561.37	49,355.07	43,471.88	107,048.99	85,942.83	85,336.14	55,490.48	63,417.12	84,876.67	
2019	790,000	833,576.12	5.57	51,576.74	62,859.78	59,877.64	39,434.95	78,468.82	37,515.98	89,755.78	102,353.23	88,685.77	76,541.45	80,242.70	66,263.28	
2020	790,000	755,428.66	(9.37)	59,397.75	56,494.36	56,549.98	60,882.27	40,520.39	22,918.06	96,077.01	74,822.08	75,068.34	83,093.78	57,532.07	72,072.57	
2021	650,000	929,153.77	23.00	55,833.11	50,072.02	52,153.92	82,977.05	65,403.88	31,383.95	141,572.27	88,289.63	115,642.67	86,501.58	70,472.20	88,851.49	
2022	755,000	974,002.42	4.83	69,159.45	43,370.47	71,726.38	88,038.67	65,622.79	79,575.08	101,833.57	86,884.13	111,617.49	86,439.65	81,092.65	88,642.09	
2023	845,000	974,198.96	0.02	58,654.19	75,561.41	64,984.79	70,927.22	60,049.02	79,488.38	103,248.21	77,102.98	125,332.71	81,233.49	85,474.21	92,142.35	Monthly
				58,654.19	134,215.60	199,200.39	270,127.61	330,176.63	409,665.01	512,913.22	590,016.20	715,348.91	796,582.40	882,056.61	974,198.96	YTD
						207,640.71			194,906.04			337,926.29			100,572.32	Quarter
2024	929,195	841,045.36	5.58	61,771.89	83,007.31	62,861.51	56,488.20	92,082.15	46,335.69	119,713.09	118,739.00	99,474.20	100,572.32			Monthly
				61,771.89	144,779.20	207,640.71	264,128.91	356,211.06	402,546.75	522,259.84	640,998.84	740,473.04	841,045.36	841,045.36	841,045.36	YTD
				5.32%	**7.87%**	**4.24%**	**-2.22%**	**7.89%**	**-1.74%**	**1.82%**	**8.64%**	**3.51%**	**5.58%**			YTD %

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

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
GENERAL					
101-102 CASH CHANGE	200.00	0.00	0.00	200.00	0.00
101-1021 CASH CHANGE-PS	200.00	0.00	0.00	200.00	0.00
101-103 CASH CHANGE-FINANCE	300.00	0.00	0.00	300.00	0.00
101-104 CASH IN INT BEARING ACCTS	17,573,000.78	23,285,551.95	(22,115,964.81)	18,742,587.92	1,169,587.14
101-1044 INVESTMENT-FIT	388,816.93	16,301.55	0.00	405,118.48	16,301.55
101-1046 ASSIGN CASH-LAKE MITCH IMPROV	6,179,837.00	0.00	(1,495,737.00)	4,684,100.00	(1,495,737.00)
101-10465DESIGNATED CASH-VETERAN'S PARK	45,529.10	0.00	(6,530.61)	38,998.49	(6,530.61)
101-10471ASSIGNED CASH-MIT TOWNSHIP	61,635.00	0.00	0.00	61,635.00	0.00
101-10472ASSIGNED CASH-SAT FIRE STAT	40,166.21	0.00	0.00	40,166.21	0.00
101-10473ASSIGNED CASH-LAKE SHORE STABI	0.00	0.00	0.00	0.00	0.00
101-10474ASSIGNED CASH-JETTY/BOAT DOCKS	0.00	0.00	0.00	0.00	0.00
101-10475ASSIGNED CASH-ASSESSMENTS	500,000.00	0.00	0.00	500,000.00	0.00
101-1048 ASSIGNED CASH-EMS EQUIP REPL	0.00	0.00	0.00	0.00	0.00
101-1049 ASSIGNED CASH-27TH PAYROLL	0.00	0.00	0.00	0.00	0.00
101-1051 CERTIFICATE OF DEPOSIT-FIT	0.00	0.00	0.00	0.00	0.00
101-1053 CERT OF DEPOSIT-GENERAL FUND	0.00	750,000.00	0.00	750,000.00	750,000.00
101-1054 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1076 RESTRICTED SAVINGS-BID #2/SA	87,292.00	0.00	0.00	87,292.00	0.00
101-1077 RESTRICTED-CLFRF FUNDS	0.00	0.00	0.00	0.00	0.00
101-1079 RESTRICTED-STP PURPOSES	235,366.81	582,501.90	(764,287.00)	53,581.71	(181,785.10)
TOTAL 101-GENERAL	25,112,343.83	(24,634,355.40)	(24,382,519.42)	25,364,179.81	251,835.98
PARK FUND					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	1,279,205.06	4,165,336.27	(3,870,276.19)	1,574,265.14	295,060.08
201-1045 DESIGNATED CASH-SKATEPARK	0.00	0.00	0.00	0.00	0.00
201-1046 DESIGNATED CASH-CADWELL	0.00	0.00	0.00	0.00	0.00
201-1047 DESIGNATED CASH-CAP IMPROV FEE	11,823.09	0.00	0.00	11,823.09	0.00
201-1048 DESIGNATED-LIFEQUEST	197,907.07	0.00	(98,000.00)	99,907.07	(98,000.00)
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	1,489,445.22	(4,165,336.27)	(3,968,276.19)	1,686,505.30	197,060.08
CORN PALACE FUND					
202-102 ATM CASH CHANGE	0.00	10,000.00	0.00	10,000.00	10,000.00
202-1021 CASH CHANGE	0.00	6,620.00	0.00	6,620.00	6,620.00
202-104 CASH IN INT BEARING ACCTS	0.00	1,785,098.92	(1,597,949.11)	187,149.81	187,149.81
202-1074 DESIGNATED-PRE STURGIS PARTY	0.00	6,906.32	0.00	6,906.32	6,906.32
TOTAL 202-CORN PALACE FUND	0.00	(1,808,625.24)	(1,597,949.11)	210,676.13	210,676.13
LAKE MITCHELL					
203-104 CASH IN INT BEARING ACCTS	3,731,974.06	2,396,093.83	(1,486,502.11)	4,641,565.78	909,591.72
TOTAL 203-LAKE MITCHELL	3,731,974.06	(2,396,093.83)	(1,486,502.11)	4,641,565.78	909,591.72

CASH BALANCES REPORT

AS OF: OCTOBER 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
BUSINESS IMPROV DIST #4					
209-104 CASH IN INT BEARING ACCTS	0.00	356,476.50	(126,032.00)	230,444.50	230,444.50
TOTAL 209-BUSINESS IMPROV DIST #4	0.00	(356,476.50)	(126,032.00)	230,444.50	230,444.50
ENTERTAINMENT TAX					
211-104 CASH IN INT BEARING ACCTS	808,834.87	882,875.98	(653,795.25)	1,037,915.60	229,080.73
211-1041 ASSIGNED CASH-STREETSCAPE	10,567.94	0.00	0.00	10,567.94	0.00
211-1042 ASSIGNED-CP PLAZA EXPANSION	100,000.00	0.00	0.00	100,000.00	0.00
211-107 RESTRICTED CASH-BONDS	0.00	0.00	0.00	0.00	0.00
TOTAL 211-ENTERTAINMENT TAX	919,402.81	(882,875.98)	(653,795.25)	1,148,483.54	229,080.73
BUSINESS IMPROV DIST #3					
213-104 CASH IN INT BEARING ACCTS	124,984.16	52,615.85	(21,609.87)	155,990.14	31,005.98
TOTAL 213-BUSINESS IMPROV DIST #3	124,984.16	(52,615.85)	(21,609.87)	155,990.14	31,005.98
E-911 EMERGENCY					
214-104 CASH IN INT BEARING ACCTS	822,108.89	888,262.46	(716,097.62)	994,273.73	172,164.84
TOTAL 214-E-911 EMERGENCY	822,108.89	(888,262.46)	(716,097.62)	994,273.73	172,164.84
SPECIAL ASSESS REVOLVING					
216-104 CASH IN INT BEARING ACCTS	176,915.99	0.00	0.00	176,915.99	0.00
TOTAL 216-SPECIAL ASSESS REVOLVING	176,915.99	0.00	0.00	176,915.99	0.00
COMMUNITY SERVICES					
218-102 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
218-104 CASH IN INT BEARING ACCTS	55,217.65	1,376,799.37	(1,262,841.83)	169,175.19	113,957.54
218-1045 DESIGNATED CASH-IMPROVEMENTS	890.77	0.00	0.00	890.77	0.00
TOTAL 218-COMMUNITY SERVICES	56,108.42	(1,376,799.37)	(1,262,841.83)	170,065.96	113,957.54
NUTRITION					
219-102 CASH CHANGE	25.00	0.00	0.00	25.00	0.00
219-104 CASH IN INT BEARING ACCTS	323,200.76	289,521.74	(315,013.98)	297,708.52	(25,492.24)
TOTAL 219-NUTRITION	323,225.76	(289,521.74)	(315,013.98)	297,733.52	(25,492.24)
LIBRARY FINES FUND					
226-104 CASH IN INT BEARING ACCTS	94,634.22	29,255.61	(20,070.96)	103,818.87	9,184.65
TOTAL 226-LIBRARY FINES FUND	94,634.22	(29,255.61)	(20,070.96)	103,818.87	9,184.65
AIRPORT					
230-104 CASH IN INT BEARING ACCTS	0.00	366,651.94	(338,710.36)	27,941.58	27,941.58
TOTAL 230-AIRPORT	0.00	(366,651.94)	(338,710.36)	27,941.58	27,941.58

CASH BALANCES REPORT

AS OF: OCTOBER 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
DEBT SER-TID #7 WSTWD ADD					
303-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 303-DEBT SER-TID #7 WSTWD ADD	0.00	0.00	0.00	0.00	0.00
DEBT SER-TID #8 CONF CTR					
304-104 CASH IN INT BEARING ACCTS	140,867.34	177,098.05	(240,806.34)	77,159.05	(63,708.29)
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	140,867.34	(177,098.05)	(240,806.34)	77,159.05	(63,708.29)
DEBT SERV-TID #9 VANTAGE					
305-104 CASH IN INT BEARING ACCTS	0.00	55,139.97	(38,566.50)	16,573.47	16,573.47
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	(55,139.97)	(38,566.50)	16,573.47	16,573.47
TID #14 - PEPSI WIS-PAK					
308-104 CASH IN INT BEARING ACCTS	0.00	61,175.24	(30,587.62)	30,587.62	30,587.62
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	(61,175.24)	(30,587.62)	30,587.62	30,587.62
TID #15 - PROBUILD					
309-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 309-TID #15 - PROBUILD	0.00	0.00	0.00	0.00	0.00
TID #16 - INNOVATIVE SYS					
310-104 CASH IN INT BEARING ACCTS	0.00	54,690.76	0.00	54,690.76	54,690.76
TOTAL 310-DEBT SERV-TID #16-INNOVAT	0.00	(54,690.76)	0.00	54,690.76	54,690.76
TID #17 - WOODS ADDITION					
311-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 311-DEBT SERV-TID #17-WOODS	0.00	0.00	0.00	0.00	0.00
TIE #18 - STARLITE ESTAT					
312-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 312-TID #18-STARLITE ESTATES	0.00	0.00	0.00	0.00	0.00
TID #19 - ANTACH/MHA					
313-104 CASH IN INT BEARING ACCTS	11,796.17	12,584.43	(24,380.60)	0.00	(11,796.17)
TOTAL 313-TID #19 ANTACH/MHA	11,796.17	(12,584.43)	(24,380.60)	0.00	(11,796.17)
TID #20 - MORRIS					
314-104 CASH IN INT BEARING ACCTS	0.00	18,858.34	(9,429.17)	9,429.17	9,429.17
TOTAL 314-TID #20-MORRIS	0.00	(18,858.34)	(9,429.17)	9,429.17	9,429.17
TID #21 - HOHN ENTERPR.					
315-104 CASH IN INT BEARING ACCTS	0.00	11,770.34	(11,770.34)	0.00	0.00
TOTAL 315-TID #21 HOHN ENTERPRISES	0.00	(11,770.34)	(11,770.34)	0.00	0.00

CASH BALANCES REPORT

AS OF: OCTOBER 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
TID #22 - KUSTOM CYCLES					
316-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 316-TID#22-KUSTOM CYCLES	0.00	0.00	0.00	0.00	0.00
TID #24 - PERFORMANCE PET					
318-104 CASH IN INT BEARING ACCTS	0.00	60,435.70	0.00	60,435.70	60,435.70
TOTAL 318-TID #24-PERFORMANCE PET	0.00	(60,435.70)	0.00	60,435.70	60,435.70
TID #26 - WESTERN BLDG					
319-104 CASH IN INT BEARING ACCTS	0.00	5,677.84	0.00	5,677.84	5,677.84
TOTAL 319-TID #26-WESTERN BUILDING	0.00	(5,677.84)	0.00	5,677.84	5,677.84
TID #27 - FIALA HOUSING					
320-104 CASH IN INT BEARING ACCTS	686.19	10,245.00	0.00	10,931.19	10,245.00
TOTAL 320-TID#27-FIALA HOUSING	686.19	(10,245.00)	0.00	10,931.19	10,245.00
TID #28 - FLATS ON HAVENS					
321-104 CASH IN INT BEARING ACCTS	0.00	4,983.64	0.00	4,983.64	4,983.64
TOTAL 321-TID #28-FLATS ON HAVENS	0.00	(4,983.64)	0.00	4,983.64	4,983.64
TID #29 - WOOLWORTH					
322-104 CASH IN INT BEARING ACCTS	0.00	521.82	0.00	521.82	521.82
TOTAL 322-TID #29-WOOLWORTH	0.00	(521.82)	0.00	521.82	521.82
TID #30 - SHARPSTONE					
323-104 CASH IN INT BEARING ACCTS	0.00	51.72	0.00	51.72	51.72
TOTAL 323-TID #30-SHARPSTONE	0.00	(51.72)	0.00	51.72	51.72
INDOOR SWIMMING POOL					
350-104 CASH IN INT BEARING ACCTS	832,056.11	63,500.00	(130,972.97)	764,583.14	(67,472.97)
TOTAL 350-INDOOR SWIMMING POOL	832,056.11	(63,500.00)	(130,972.97)	764,583.14	(67,472.97)
WATER					
602-104 CASH IN INT BEARING ACCTS	5,190,207.93	10,941,045.03	(11,170,360.19)	4,960,892.77	(229,315.16)
602-107 RESTRICTED CASH B-Y WATER	0.00	0.00	0.00	0.00	0.00
602-1072 WATER OPERATING CERT OF DEPOSI	0.00	0.00	0.00	0.00	0.00
TOTAL 602-WATER	5,190,207.93	(10,941,045.03)	(11,170,360.19)	4,960,892.77	(229,315.16)
SEWER					
604-104 CASH IN INT BEARING ACCTS	5,246,577.06	7,181,218.99	(6,273,325.08)	6,154,470.97	907,893.91
604-10701DESIGNATED CASH-STORM SEWER	0.00	0.00	0.00	0.00	0.00
604-1071 RESTRICTED CASH-SEWER REPLACE	0.00	0.00	0.00	0.00	0.00
TOTAL 604-SEWER	5,246,577.06	(7,181,218.99)	(6,273,325.08)	6,154,470.97	907,893.91

CASH BALANCES REPORT

AS OF: OCTOBER 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
AIRPORT					
606-104 CASH IN INT BEARING ACCTS	111,088.11	2,420.21	(113,508.32)	0.00	(111,088.11)
TOTAL 606-AIRPORT	111,088.11	(2,420.21)	(113,508.32)	0.00	(111,088.11)
SANITATION					
612-102 CASH CHANGE	300.00	0.00	0.00	300.00	0.00
612-104 CASH IN INT BEARING ACCTS	4,014,322.96	2,799,410.35	(2,768,955.83)	4,044,777.48	30,454.52
612-1041 LANDFILL CLOSURE RESERVES	0.00	0.00	0.00	0.00	0.00
612-1042 MRLF CLOSURE/POST CLOSURE RESE	0.00	0.00	0.00	0.00	0.00
612-1043 MRLF CELL CONSTRUCTION RESERVE	0.00	0.00	0.00	0.00	0.00
612-1046 INVESTMENT FOR LF POST-CLOSURE	660,445.46	17,502.50	0.00	677,947.96	17,502.50
612-1047 INVESTMENT FOR MRLF CL/POST-C	888,975.90	30,950.80	0.00	919,926.70	30,950.80
612-1071 RESTRICTED CASH-2004 RLFL #1	13,622.00	0.00	0.00	13,622.00	0.00
612-1072 RESTRICTED CASH-2004 RLFL #2	14,318.00	0.00	0.00	14,318.00	0.00
TOTAL 612-SANITATION	5,591,984.32	(2,847,863.65)	(2,768,955.83)	5,670,892.14	78,907.82
CORN PALACE					
613-102 ATM CASH CHANGE	10,000.00	0.00	(10,000.00)	0.00	(10,000.00)
613-1021 CASH CHANGE	6,620.00	0.00	(6,620.00)	0.00	(6,620.00)
613-104 CASH IN INT BEARING ACCTS	74,823.07	28,952.77	(103,775.84)	0.00	(74,823.07)
613-1072 DESIGNATED CP TILES-PHASE 2	0.00	0.00	0.00	0.00	0.00
613-1073 DESIGNATED FOR CAPITAL IMPROVE	0.00	0.00	0.00	0.00	0.00
613-1074 DESIGNATED-PRE STURGIS PARTY	6,906.32	0.00	(6,906.32)	0.00	(6,906.32)
TOTAL 613-CORN PALACE	98,349.39	(28,952.77)	(127,302.16)	0.00	(98,349.39)
GOLF COURSE					
614-104 CASH IN INT BEARING ACCTS	873,682.20	685,941.54	(1,108,657.05)	450,966.69	(422,715.51)
TOTAL 614-GOLF COURSE	873,682.20	(685,941.54)	(1,108,657.05)	450,966.69	(422,715.51)
CAMPGROUND					
619-102 CASH CHANGE	100.00	0.00	0.00	100.00	0.00
619-104 CASH IN INT BEARING ACCTS	103,792.42	235,420.01	(118,129.01)	221,083.42	117,291.00
TOTAL 619-CAMPGROUND	103,892.42	(235,420.01)	(118,129.01)	221,183.42	117,291.00
EMERGENCY MEDICAL SERVICE					
621-104 CASH IN INT BEARING ACCTS	514,878.16	1,594,254.02	(1,577,241.69)	531,890.49	17,012.33
621-1045 ASSIGNED CASH-AMBULANCE REPL	68,359.00	0.00	0.00	68,359.00	0.00
621-1046 ASSIGNED CASH-UTV	0.00	15,000.00	0.00	15,000.00	15,000.00
TOTAL 621-EMERGENCY MEDICAL SERVICE	583,237.16	(1,609,254.02)	(1,577,241.69)	615,249.49	32,012.33
HEALTH INSURANCE					
652-104 CASH IN INT BEARING ACCTS	4,689,553.53	2,565,068.24	(2,440,666.29)	4,813,955.48	124,401.95
TOTAL 652-HEALTH INSURANCE	4,689,553.53	(2,565,068.24)	(2,440,666.29)	4,813,955.48	124,401.95

CASH BALANCES REPORT

AS OF: OCTOBER 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
AGENCY FUNDS					
700-104 CASH IN INT BEARING ACCTS	(18,292.84)	783,066.07	(764,773.23)	0.00	18,292.84
700-1041 BID DEPOSITS	45,300.00	46,400.00	(25,700.00)	66,000.00	20,700.00
700-10411CORN PALACE GAMES	57,265.90	141,886.44	(195,583.88)	3,568.46	(53,697.44)
700-1042 REVENUE FOR STATE	20,494.26	164,103.91	(163,536.11)	21,062.06	567.80
700-1044 PARKS & RECREATION	3,627.46	0.00	0.00	3,627.46	0.00
700-1045 MCSF ROUND-UP	1,581.33	815.46	(1,828.04)	568.75	(1,012.58)
700-1050 PUBLIC SAFETY-DARE	1,430.08	0.00	(64.79)	1,365.29	(64.79)
TOTAL 700-AGENCY FUNDS	111,406.19	(1,136,271.88)	(1,151,486.05)	96,192.02	(15,214.17)
SPECIAL ASSESSMENT-710					
710-104 CASH IN INT BEARING ACCTS	519,917.20	56,370.25	(2,907.36)	573,380.09	53,462.89
TOTAL 710-SPECIAL ASSESSMENT-710	519,917.20	(56,370.25)	(2,907.36)	573,380.09	53,462.89
2011 STREET CONST					
724-104 CASH IN INT BEARING ACCTS	215,513.83	100,570.25	(21,114.97)	294,969.11	79,455.28
TOTAL 724-STREET CONSTRUCTION	215,513.83	(100,570.25)	(21,114.97)	294,969.11	79,455.28
FLEXIBLE SPENDING ACCT					
753-104 CASH IN INT BEARING ACCTS	86.21	98,903.21	(116,274.24)	(17,284.82)	(17,371.03)
TOTAL 753-FLEXIBLE SPENDING ACCT	86.21	(98,903.21)	(116,274.24)	(17,284.82)	(17,371.03)
GRAND TOTAL	57,172,044.72	(65,272,903.09)	(62,365,860.48)	60,079,087.33	2,907,042.61

*** END OF REPORT ***

Date: Nov. 4. 2024
To: Mayor & City Council
Re: October 2024 Bldg. Permits

City of Mitchell SOUTH DAKOTA

	Permit #	Name	Address	Building	Contractor	Cost	Fee	Category
1	15319	Stacey Schonenfelder	705 W. 6th Ave.	Garage	Jesse Hanson	$ 24,000.00	$ 165.00	Garages/Sheds
2	15320	C. Stevenson	114S Harmon Dr.	Shed	Nova Const.	$ 63,400.00	$ 325.00	Garages/Sheds
3	15321	Braeden Kirkpatrick	1220 W. 3rd Ave.	Garage	Contreaus Const.	$ 10,650.00	$ 86.00	Garages/Sheds
4	15322	Mega Wash	601 E. Spruce Ave.	Addn.	Pro-Contracting	$ 87,500.00	$ 585.00	Commercial Additions
5	15323	Lyle Zell	1428 Sharpstone Dr.	Reroof Home	CE Const.	$ 19,000.00	$ 20.00	Re-roof/shingle
6	15324	John Mentele	1206 W Hanson Ave.	Reroof Home	CE Const.	$ 18,000.00	$ 20.00	Re-roof/shingle
7	15325	Maui Farms LLC	5905 Sam St.	Shed	Legacy Bldg.	$ 64,000.00	$ 328.00	Garages/Sheds
8	15326	Arlan Schue	1910 N. Foster St.	Move in 40x40 garage	Owner	17600	128	Garages/Sheds
9	15327	Josh Drury	212 N. Main St.	Rework Comm. Space	Owner	3000	63	Commercial Additions
10	15328	Dak. Physical Therapy	910 S. Edgerton St.	Comm. Reroof	CE Const.	130000	745	Re-roof/shingle
11	15329	Maui Farms LLC	5904 Sam St.	Shed	Legacy Bldg.	64,000	328	Garages/Sheds
12	15330	Lynette Schilling	804 E. 1st. Ave.	Reroof Home	CE Const.	$ 10,500.00	$ 20.00	Re-roof/shingle
13	15331	Shirley M. Baas	152 N. Harmon Dr.	Finish Basement	Owner	$ 45,000.00	$ 265.00	Residential Additions
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
					Total	**$ 556,650.00**	**$ 3,078.00**	

Sincerely,
John D. Hegg

Building Official

City of Mitchell - Public Works Update
Updated Project List - 11/8/24

PROJECT LIST

Project Name	Current Status	Council Award		Anticipated Completion Date
Construction Projects				
Golf Course Improvements 2023	Completed	Approved	12/21/2022	Fall 2024
Cadwell Shade Structure and Press Box	Completed - Need to finalize paperwork and minor punch list items.	Approved	10/17/2022	Summer 2024
Spruce Street RR Crossing - 2022	Completed - Need to finalize paperwork and minor punch list items.	Spring 2021		Fall 2024
3rd and Main Streetscape	Completed - Need to finalize paperwork.	Approved	9/6/2022	Fall 2024
West Harmon Water Main Loop	Completed - Need to finalize paperwork.	Approved	11/21/2022	Fall 2024
12th and 13th Street Water Main Loop	Completed - Need to finalize paperwork.	Approved	11/21/2022	Fall 2024
Dailey Drive Lift Station	Completed - Need to finalize paperwork.	Approved	11/4/2019	Summer 2022
Livesay Utility Improvements - 2022	Completed - Need to finalize paperwork.	Approved	2/1/2021	Fall 2023
Repaint West Tower and Replace Valves - 2022	Completed - Need to finalize paperwork.	Approved	1/19/2021	Fall 2023
Mattie Street Utility Extension	Completed - Need to finalize paperwork and passing bacteria test.	Approved	9/30/2024	Fall 2024
West End Bridge Chip Seal	Project bid opening scheduled for November 20th.	Approved	5/15/2023	Fall 2025
Cadwell Booster Irrigation Pumps	Construction of Project is 87% complete.	Approved	6/5/2023	Fall 2024
Ohlman Lift Station	Project has been awarded to Halme Construction. Will start winter 2024/2025.	Approved	11/21/2022	Fall 2025
North Harmon Sanitary Sewer Outfall	Construction of Project is 5% complete.	Approved	11/21/2022	Fall 2025
23rd and Ohlman Lift Station	Project has been awarded to Halme Construction. Will start winter 2024/2025.	Approved	1/18/2022	Fall 2023
Lake Mitchell EDA Jetty and Sidewalk Project	Construction of Project is 32% complete.	Approved	10/17/2022	Fall 2024/2025
New Ground Storage Tank and Miscellaneous Piping	Construction of project is 98% complete.	Approved	4/19/2021	Fall 2024
Recycling Facility	Construction of project is 46% complete.	Approved	2/16/2021	Fall 2024
Highway 37 Utility Improvements	Construction of project is 13% complete.	Approved	5/17/2021	Fall 2025
CIPP	Working with Bender Sewer and Drain to Complete Inspections	TBD		Fall 2025
North Wastewater Plant Improvements	PKG is 99% complete, only punch list items remain.	Approved	2/16/2021	Fall 2023
South Wastewater Treatment Plant Improvements	Construction of project is 1% complete.	Approved	11/21/2022	Fall 2025
Lake Mitchell Wetlands with Ducks Unlimited	Construction of project is 90% complete.	Approved	1/4/2021	Fall 2024
Lake Mitchell Development Project	Barr is working on the design.	Approved	5/16/2022	?

City of Mitchell - Public Works Update
Updated Project List - 11/8/24

PROJECT LIST

Project Name	Current Status	Council Award		Anticipated Completion Date
Construction Projects (Continued)				
7th Avenue Signal Light Improvement Design	Project rebid bid opening scheduled for November 7th.	Approved	5/2/2022	Fall 2024
5th Ave - Burr to Foster Utility and Street Improvements		Approved	1/2/2024	Fall 2025
Canal Bridge BIG Grant	Design is under contract with Brosz Engineering.	Approved	7/18/2022	Fall 2024
Main and Railroad Streetscape	Only remaining work is landscaping and electrical.	Approved	4/3/2023	Spring 2025
2nd and 4th Main Street Streetscape	Project planned to be bid on December 18.	Approved	4/3/2023	Fall 2025
Minnesota and Railroad Crossing - Design Meeting	Joint project with the SD DOT and the City. Storm sewer work is remaining.	Approved	4/3/2023	2025
MAHI - South Lake Estates	Project is underway.	Approved	8/1/2022	Spring 2023
MAHI - Ridgeview on Foster	Project is underway.			
Spruce and Cabela Drive Ped Crossing Upgrade	2023 Budget Approved Project			Fall 2024
Pickleball Courts	SPN is designing	Approved	7/1/2024	Fall 2025
West Harmon Shoreline Stabilization	Design is complete - On Hold	TBD		TBD
1st Avenue Signal Light Improvement Design	Currently on hold as it is not budgeted.	Approved	5/3/2022	Fall 2025
Assessment Projects				
Anthony Avenue	Completed	Approved	1/19/2021	Fall 2023
Sidewalk - Fairoaks, Davison, Fiala and Jo Gene Court	Assessment in 2023	Jun-21		When Possible
Alley - Burr to Capital and 4th to 5th	Topographic survey has been completed.	TBD		TBD
Alley - Cortrust Alley, North Main	Not Started	TBD		TBD
Alley - Mentzer to Gamble and 2nd to 3rd	Topographic survey has been completed.	TBD		TBD
Alley - 1st to 2nd and Kimball to Langdon	Topographic survey has been completed.	TBD		TBD
Alley - 7th to 8th and Langdon to Davison	Topographic survey has been completed.	TBD		TBD
Edmunds Street - 13th to 14th	Not Started	TBD		TBD
Alley - Capital to Winsor and 5th to 4th	Not Started	TBD		TBD
Reports / Studies / Plans				
Gun Range Preliminary Engineering Report	On-hold until new site can be determined.	Approved	11/21/2022	Summer 2023
Sunnyside and University Additions Storm Drainage - McLaury	Completed	Approved	01/20/21	Spring 2021
Southwest Utility Study - SPN	Ongoing	Approved	02/14/19	Spring 2021
Water and Wastewater Fee Analysis	Planning for 2025 update	Approved	06/21/22	Winter 22/23
Project Pending - None currently				
Airport				
Airport Master Plan	Completed	Approved	06/01/20	2024
Airport Runway Reconstruction	To Be Designed with Helms after Master Plan	Sep-21		2025
Hangar Project	Helms to design.	Approved	02/05/24	Fall 2025
Airport Runway Maintenance	Annual Maintenance to be completed each year - 2024 has been completed	Budgeted		2024

City of Mitchell - Public Works Update
Updated Project List - 11/8/24

PROJECT LIST

Project Name	Current Status	Council Award		Anticipated Completion Date
State Hazard Mitigation Office				
Safe Room Storm Shelter	Council approved application for a shelter at the campground.	Approved	5/16/2022	?
504 W Ash HMG Grant Property Acquisition	In progress, waiting for application period to start.			
514 W Ash HMG Grant Property Acquisition	In progress, waiting for application period to start.			
Dry Run Creek Cleaning by City	A permit has been sent to the Army Corp of Engineers for approval			Winter 24/25
City of Mitchell Miscellaneous Projects				
Rock Salt Bid	Needs to be bid			
Valve Replacement Around Lake	80% complete.			2025
Havens and Ohlman - New Design	Need an update from SD DOT - Tentatively scheduled for 2025			TBD
Quince Ditch	Finish seeding.			
Ohlman Ditch	Finish seeding.			
Tower Light Replacement on Interstate	Need an update from SD DOT - Tentatively scheduled for 2026			

MITCHELL POLICE DEPARTMENT
ACTIVITY REPORT FOR OCTOBER 2024

	OCT 2023	OCT 2024	YEAR TO DATE 2024
CALLS			
Calls for Service (6 Counties)	860	**864**	8,371
Calls for Service (City of Mitchell)	773	**874**	8,251
Case Reports Written (City Mitchell)	199	**213**	1,999
TOTAL CALLS ANSWERED	1832	**1951**	18,621

TRAFFIC STOPS PERFORMED			
Mitchell Police	244	**238**	1910
All other counties	647	**859**	7503
TOTAL TRAFFIC STOPS	891	**1097**	9413

ACCIDENTS			
TOTAL ACCIDENTS REPORTED	29	**20**	228

TICKETS ISSUED	140	**134**	1058

WARNING TICKETS ISSUED	200	**188**	1566

PARKING TICKETS ISSUED	36	**31**	411

Dean Knippling
Chief of Police

City of Mitchell | Dept. of Public Safety
201 West 1st Ave | Mitchell, SD 57301
Phone: 605-995-8400 | Fax: 605-995-8486
CityOfMitchell.org

October 2024 monthly Code Enforcement report:

-As of 11/12/24 Code Enforcement is currently monitoring 22 properties in the city of Mitchell.

-There were no lawns mowed in October by the contractor.

Sincerely,

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

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

	Month End		Year to Date		Difference	
	2023	2024	2023	2024	Month End	Year to Date
Elderly Riders	1,487	1,530	15,396	17,625	43	2,229
General Public Riders	1,017	700	10,209	11,112	(317)	903
Handicap Riders	2,104	1,940	23,687	23,474	(164)	(213)
School - Age Riders	2,919	2,821	32,729	35,580	(98)	2,851
Total Rides	7,527	6,991	82,021	87,791	(536)	5,770
Total Miles	16,880	18,483	181,652	202,883	1,603	21,231

SEPTEMBER 2024	Education	Employment	Medical	Nutrition	Same Day	Shopping	Social Rec
Trip Type	3,174	1,220	941	75	27	212	1,326

Transit Fiscal Year End Summary

Palace Transit ridership has increased by 5,770 rides compared to last year. Effciency remained nearly the same as last year by utilizing only 2.31 miles per ride compared to the 2.21 miles used in the previous year.

Prepared by: *Andrea Hamilton -Transit Operations Supervisor*

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL COMSUMPTION REPORT

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

Coagulant Aid- (2187) = 0-Gals. X CONTRACT = $0.00

Lime = 0# or 0- TON'S X $192.39/TON = $0.00

Sodium Chlorite = 0-GAL. X CONTRACT = $0.00

Fluoride = 0-GAL. X $1.99/GAL. = $0.00

Polymer (2386) = 0-GAL. X CONTRACT = $0.00

Activated Carbon = 0# or 0- TON'S X $1,936.25/TON = $0.00

Chlorine = 0# or 0.0- TON'S X $1.45/LB. = $0.00

Poly Phosphate = 1500# or .75 TON X $2.25/LB. = $3375.00

Carbon Dioxide = 0# or 0 - TON'S X $178.00/TON = $0.00

Ammonia = 0# or 0.0- TON'S X $2.17 /LB. = $0.00

Pristine Contract = 0 –MG of WATER X .255/1000 GALS. RAW WATER = $0.00

TOTAL = $3375.00

Raw Water Treated (LAKE) 0 MG------or 0 MGD----------or---------- PEAK DAY 0 MG

Finished Water (EFFLUENT) 63.638 MG-----or 2.053 MGD----------or-------- PEAK DAY 3.011 MG

B-Y- Water (INFLUENT) 63.063 MG------ or 2.034 MGD--------or---------- PEAK DAY 3.006 MG

B-Y & RAW WATER TREATED – TOTAL= 63.063 MG --- or 2.034 MGD ----or ----- PEAK DAY 3.006 MG

Chemical cost = 3375.00 = $53.03 per MG or 0.039 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Coagulant Aid- (2187) = 0 Mg/L -- 0 Gallons / Raw Water

Lime = 0 Mg/L 0 lbs. / 7 lbs. Per Gallon/ Raw Water

Sodium Chlorite = 0 Mg/L -- 0 Gallons / Raw Water

Fluoride = 0 Mg/L -- 0 Gallons / Raw Water

Polymer (2386) = 0 Mg/L -- 0 Gallons / Raw Water

Activated Carbon = 0 Mg/L -- 0 lbs. / 4 lbs. per Gallon / Raw Water

Chlorine = 0 Mg/L -- 15 lbs. / 11.75 lbs. per Gallon / Raw Water

Poly Phosphate = 1.50 Mg/L-- 1500 lbs. / 10.5 lbs. per Gallon / Raw Water

Carbon Dioxide = 0 Mg/L -- 0 lbs. / 8.50 lbs. per Gallon / Raw Water

Ammonia = 0 Mg/L -- 3 lbs. / 5.15 lbs. per Gallon / Raw Water

Polymer = 0 Mg/L -- 0

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 11/1/24

Coagulant – (AF-1102) ____0____Gallons

Lime __159,104__lbs. or __79.552__Ton's

Fluoride ____814____ Gallon's

Sodium Chlorite – (PHI-3125) ___80___ Gallon's

Polymer-(PHI-2386) ____0____Gallon's
(AF-84500)____0____Gallon's

Activated Carbon ___6,650___lbs. or ___3.325___Ton's

Chlorine ___581___lbs. or ___0.290___Ton

Poly-phosphate __1200___lbs. or __.60___Ton's

Carbon Dioxide ___0___Lbs. or ___0___Ton's

Ammonia ___472.5___ lbs. or ___0.236___Ton's

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

MONTH --- October YEAR - 2024

Influent -------- 63.063-- Million Gallon's

Effluent ------- 63.638 -- Million Gallon's

Chemical costs for B-Y Water:

Chlorine usage --------- 0 lbs. @ $1.45 per lb. = $0.00

Ammonia usage ------- 0 lbs. @ $2.17 per lb. = $0.00

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

Total = $3,375.00

Cost per Unit (750 gallon) = $0.039

Cost per 1,000 gallons of water = $0.053

2024 - WATER CONSUMPTION

DATE	Lake Mitchell Influent MG	B-Y Rural Water Influent MG	Effluent to Water Towers MG
10/1/2024	0-MG	3.006	3.011
10/2/2024	0-MG	2.216	2.202
10/3/2024	0-MG	2.939	2.944
10/4/2024	0-MG	2.031	1.875
10/5/2024	0-MG	2.554	2.739
10/6/2024	0-MG	2.294	2.286
10/7/2024	0-MG	2.197	2.433
10/8/2024	0-MG	2.735	2.885
10/9/2024	0-MG	1.906	1.919
10/10/2024	0-MG	2.771	3.001
10/11/2024	0-MG	2.009	1.889
10/12/2024	0-MG	2.064	2.310
10/13/2024	0-MG	2.344	2.221
10/14/2024	0-MG	1.831	1.646
10/15/2024	0-MG	2.207	2.336
10/16/2024	0-MG	2.220	2.125
10/17/2024	0-MG	1.603	1.455
10/18/2024	0-MG	1.714	1.593
10/19/2024	0-MG	1.603	1.796
10/20/2024	0-MG	2.109	2.018
10/21/2024	0-MG	1.92	1.966
10/22/2024	0-MG	1.677	1.655
10/23/2024	0-MG	1.728	1.702
10/24/2024	0-MG	1.548	1.523
10/25/2024	0-MG	2.129	2.036
10/26/2024	0-MG	1.174	1.083
10/27/2024	0-MG	1.731	1.810
10/28/2024	0-MG	1.737	1.886
10/29/2024	0-MG	1.857	1.969
10/30/2024	0-MG	1.637	1.692
10/31/2024	0-MG	1.572	1.632
TOTALS	0-MG	63.063	63.638

Utilities Superintendent-Jon Vermeulen

Date	Source	Site	Chlorine PPM 0.5PPM-4.00PPM	Bacteria
10/1/2024	Water Treatment Plant	#1	2.42	Absent
10/1/2024	Queen Of Peace	#3	2.44	Absent
10/1/2024	J Mart Sinclair	#5	2.19	Absent
10/1/2024	Dakota Medical Spec	#6	2.36	Absent
10/1/2024	Arnies	#8	2.47	Absent
10/1/2024	Culvers	#10	1.91	Absent
10/1/2024	City Hall	#15	2.46	Absent
10/1/2024	Fire Dept	#2	2.07	Absent
10/1/2024	City Library	#12	2.31	Absent
10/8/2024	East Cubbys Store	#4	2.32	Absent
10/8/2024	Erickson Oil	#7	2.08	Absent
10/8/2024	Welsey Acres	#9	2.18	Absent
10/8/2024	Moose Lodge	#11	2.45	Absent
10/8/2024	City Park Dept	#13	2.41	Absent
10/8/2024	Casey's	#14	2.22	Absent
Average			**2.29**	**Absent**

B-Y WATER DISTRICT

31039 428th AVENUE PO BOX 248
TABOR SD 57063

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

Service Address

Acct # 06771

Date Printed NOV 1 24

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
NOV 1 24	14,731,799,000	14,665,021,000	66,778,000	88,814.74		88,814.74

0.00

B-Y WATER
602-43330-42850

Balance Due Upon Receipt $ 88,814.74

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

06771

NOV 1 24

CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
NOV 1 24	14,731,799,000	14,665,021,000	66,778,000	88,814.74		88,814.74

0.00

Service Address

Balance Due Upon Receipt $ 88,814.74

+ 959.00 - overp

Remit to:

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

TOTAL PAYMENT $ 89,773.74

total

B-Y WATER DISTRICT

31039 428th AVENUE PO BOX 248
TABOR SD 57063

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

Service Address

Acct # 06771 **Date Printed** NOV 1 24

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
NOV 1 24	14,731,799,000	14,731,799,000	0	959.00		959.00
						0.00

overage usage

Balance Due Upon Receipt $ 959.00

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

06771

NOV 1 24

CUST ACCT # **06771**

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
NOV 1 24	14,731,799,000	14,731,799,000	0	959.00		959.00
overage usage						
						0.00

Service Address

Balance Due Upon Receipt $ 959.00

Remit to:

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

TOTAL PAYMENT $ _____.__

City of Mitchell Water Rate Charged

11/1/2024

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

Month: 9 **Year:** 2024 **Billing Month:** 11

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
2	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
3	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
4	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
5	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
6	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
7	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
8	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
9	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
10	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
11	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
12	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
13	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
14	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
15	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
16	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
17	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
18	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
19	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
20	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
21	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
22	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
23	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
24	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
25	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
26	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
27	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
28	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
29	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
30	2,952,000	302,000	2,952,000	$3,926.16	250,000	$250.00	52,000	$78.00	0	$0.00	$4,254.16
31	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
TOTALS	**2,952,000**	**302,000**	**2,952,000**	**$3,926.16**	**250,000**	**$250.00**	**52,000**	**$78.00**	**0**	**$0.00**	**$4,254.16**

Previous Read =	14,665,021,000
Current Read =	14,667,973,000
9/30/24 Use =	2,952,000

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Days billed in September =	$4,254.16	2,952,000	$3,926.16	$328.00
Days carried from month =	$0.00	0	$0.00	$0.00
Total bill for September =	$4,254.16	2,952,000	$3,926.16	$328.00

Days that will be billed in October = $0.00

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

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

City of Mitchell Water Rate Charged

11/1/2024

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

JV

Month: 10 **Year:** 2024 **Billing Month:** 11

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	2,952,000	302,000	2,952,000	$3,926.16	250,000	$250.00	52,000	$78.00	0	$0.00	$4,254.16
2	2,445,000	0	2,445,000	$3,251.85	0	$0.00	0	$0.00	0	$0.00	$3,251.85
3	2,792,000	142,000	2,792,000	$3,713.36	142,000	$142.00	0	$0.00	0	$0.00	$3,855.36
4	2,543,000	0	2,543,000	$3,382.19	0	$0.00	0	$0.00	0	$0.00	$3,382.19
5	2,107,000	0	2,107,000	$2,802.31	0	$0.00	0	$0.00	0	$0.00	$2,802.31
6	2,811,000	161,000	2,811,000	$3,738.63	161,000	$161.00	0	$0.00	0	$0.00	$3,899.63
7	1,961,000	0	1,961,000	$2,608.13	0	$0.00	0	$0.00	0	$0.00	$2,608.13
8	2,563,000	0	2,563,000	$3,408.79	0	$0.00	0	$0.00	0	$0.00	$3,408.79
9	2,407,000	0	2,407,000	$3,201.31	0	$0.00	0	$0.00	0	$0.00	$3,201.31
10	2,349,000	0	2,349,000	$3,124.17	0	$0.00	0	$0.00	0	$0.00	$3,124.17
11	2,502,000	0	2,502,000	$3,327.66	0	$0.00	0	$0.00	0	$0.00	$3,327.66
12	1,729,000	0	1,729,000	$2,299.57	0	$0.00	0	$0.00	0	$0.00	$2,299.57
13	2,431,000	0	2,431,000	$3,233.23	0	$0.00	0	$0.00	0	$0.00	$3,233.23
14	2,154,000	0	2,154,000	$2,864.82	0	$0.00	0	$0.00	0	$0.00	$2,864.82
15	1,857,000	0	1,857,000	$2,469.81	0	$0.00	0	$0.00	0	$0.00	$2,469.81
16	2,464,000	0	2,464,000	$3,277.12	0	$0.00	0	$0.00	0	$0.00	$3,277.12
17	1,772,000	0	1,772,000	$2,356.76	0	$0.00	0	$0.00	0	$0.00	$2,356.76
18	1,728,000	0	1,728,000	$2,298.24	0	$0.00	0	$0.00	0	$0.00	$2,298.24
19	1,471,000	0	1,471,000	$1,956.43	0	$0.00	0	$0.00	0	$0.00	$1,956.43
20	2,252,000	0	2,252,000	$2,995.16	0	$0.00	0	$0.00	0	$0.00	$2,995.16
21	1,559,000	0	1,559,000	$2,073.47	0	$0.00	0	$0.00	0	$0.00	$2,073.47
22	1,849,000	0	1,849,000	$2,459.17	0	$0.00	0	$0.00	0	$0.00	$2,459.17
23	1,820,000	0	1,820,000	$2,420.60	0	$0.00	0	$0.00	0	$0.00	$2,420.60
24	1,802,000	0	1,802,000	$2,396.66	0	$0.00	0	$0.00	0	$0.00	$2,396.66
25	2,096,000	0	2,096,000	$2,787.68	0	$0.00	0	$0.00	0	$0.00	$2,787.68
26	1,274,000	0	1,274,000	$1,694.42	0	$0.00	0	$0.00	0	$0.00	$1,694.42
27	1,744,000	0	1,744,000	$2,319.52	0	$0.00	0	$0.00	0	$0.00	$2,319.52
28	1,765,000	0	1,765,000	$2,347.45	0	$0.00	0	$0.00	0	$0.00	$2,347.45
29	1,727,000	0	1,727,000	$2,296.91	0	$0.00	0	$0.00	0	$0.00	$2,296.91
30	1,343,000	0	1,343,000	$1,786.19	0	$0.00	0	$0.00	0	$0.00	$1,786.19
31	1,557,000	0	1,557,000	$2,070.81	0	$0.00	0	$0.00	0	$0.00	$2,070.81
TOTALS	**63,826,000**	**605,000**	**63,826,000**	**$84,888.58**	**553,000**	**$553.00**	**52,000**	**$78.00**	**0**	**$0.00**	**$85,519.58**

Previous Month Read =	14,667,973,000
Current Month Read =	14,731,799,000
Current Month Use =	63,826,000

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Days billed in October =	$85,519.58	63,826,000	$84,888.58	$631.00
9/30/24 carry over =	$4,254.16	2,952,000	$3,926.16	$328.00
Total bill for October =	$89,773.74	66,778,000	$88,814.74	$959.00

Days that will be billed in November = $0.00

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

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

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 10/30/2024

Organization: Mitchell Music Boosters (FDC)

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

_____Chartered veterans' organization
_____Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_X_Educational organization
_____Local civic or service club
_____Volunteer fire department

Contact Information:

Name: Julie Bell

Address: 41119 Backlund Place Mitchell SD

Phone #: 1-605-770-5996

Email: Jules.bell@outlook.com

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

Dates of Ticket Sales: 12/5/2024 – 12/7/2024

Date of Raffle Drawing: 12/5/24, 12/6/24, 12/7/24

Value of Raffle Prize: approximately $1500

Proceeds Benefitting: Mitchell Music Booster

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

Date Received: 10-30-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 11/6/2024

Organization: Dakota Wesleyan Softball

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

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

Contact Information:

Name: Tommy Downs

Address: 1200 W. University Ave, Mitchell, SD 57301

Phone #: (O) 605-995-2129 or (C) 360-909-4942

Email: tommy.downs@dwu.edu or travis.wair@dwu.edu

501(c) 3 – (Non-Profit): yes X no ____ eligible ____

Dates of Ticket Sales: December 6th 2024

Date of Raffle Drawing: January 12th 2025 1-6pm

Value of Raffle Prize: $5800-

Proceeds Benefitting: travel, equipment,

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

Date Received: 11-6-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____

Finance Officer

DWU Softball Fundraiser

Clock Drawing 1 pm – 6pm January 12th, 2025 @ Moose Lodge

$20 Donation

1 PM $500 & $500

1:15 PM $75 & $75

1:30 PM $150

1:45 PM $75 & $75

2:00 PM $250

2:15 PM $75 & $75

2:30 PM $150

2:45 PM $75 & $75

3:00 PM $500

3:15 PM $75 & $75

3:30 PM $150 & $150

3:45 PM $75 & $75

4:00 PM $250

4:15 PM $75 & $75

4:30 PM $150 & $150

5:00 PM $250

5:15 PM $75 & $75

5:30 PM $ 150

5:45 PM $75 & $75

6 PM $1000

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 10/28/24

Organization: Dakota Riptide Swim Team

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

_____Chartered veterans' organization
___ Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_____Educational organization
_X_ Local civic or service club
_____Volunteer fire department

Contact Information:

Name: Jessica Pickett - Dakota Riptide

Address: PO Box 1371, Mitchell, SD 57301

Email: dakotaswimteam@gmail.com

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

Dates of Ticket Sales: Dec. 6, 2024 - Feb. 23, 2025

Date of Raffle Drawing: Feb. 23, 2025

Value of Raffle Prize: Approximately $5,000

Proceeds Benefitting: Dakota Riptide Swim Team

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

Date Received: 11-12-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 11-5-24

Organization: Big Friend Little Friend of the Mitchell Area

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

_____Chartered veterans' organization
x Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_____Educational organization
_____Local civic or service club
_____Volunteer fire department

Contact Information:

Name: Linda McEntee

Address: 104 W 5th

Phone #: 605-292-4444

Email: mitchellbflf@gmail.com

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

Dates of Ticket Sales: 12-15-24

Date of Raffle Drawing: 2-1-25

Value of Raffle Prize: Various - from $25-$750

Proceeds Benefitting: Big Friend Little Friend of the Mitchell Area

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

Date Received: 11-5-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

fax to
995-8054

Date of Application: 11-4-2024

Organization: St. John Paul II

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

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

Contact Information:

Name: Renee LeBrun

Address: 1510 W Elm

Phone #: 605-996-2365

Email: renee.lebrun@k12.sd.us

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

Dates of Ticket Sales: Jan 20 - March 2 2024

Date of Raffle Drawing: 1-24, 1-31, 2-7, 2-13, 2-21, 3-3

Value of Raffle Prize: $50 per drawing

Proceeds Benefitting: St. John Paul II

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

Date Received: 11-4-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: Nov 12, 2024

Organization: Mitchell Figure Skating Club

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

_____Chartered veterans' organization
_____Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_____Educational organization
_X_Local civic or service club
_____Volunteer fire department

Contact Information:

Name: Brian Baltje C/o Mitchell Figure Skating Club

Address: PO Box 233

Phone #: 605 680-0931

Email: brianb@centralec.coop

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

Dates of Ticket Sales: 12/15/24

Date of Raffle Drawing: 12/15/24

Value of Raffle Prize: $25 to $300

Proceeds Benefitting: Mitchell Figure Skating Club

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

Date Received: 11/12/2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 10/30/2024

Organization: Mitchell Music Boosters (FDC)

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

_____Chartered veterans' organization
_____Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_X_Educational organization
_____Local civic or service club
_____Volunteer fire department

Contact Information:

Name: Julie Bell

Address: 41119 Backlund Place Mitchell SD

Phone #: 1-605-770-5996

Email: Jules.bell@outlook.com

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

Dates of Ticket Sales: 4/10/25 - 4/12/25

Date of Raffle Drawing: 4/10/25, 4/11/25, 4/12/25

Value of Raffle Prize: approximately $2000

Proceeds Benefitting: Mitchell Music Boosters

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

Date Received: 10-30-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	November 18, 2024	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	2025 Renewal of Vehicle for Hire Company Applications		
Explanation/Background of Agenda Item Requested:	D & J Fun Bus LLC Granite Springs Lodge BJ's Party Bus PSG Premier Enterprises, LLC All required documents have been submitted for approval.		

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

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

D + J Fun Bus LLC 950 Carl Rd Mitchell SD 57301
Company Name In Full **Company Address**

Manager(s):

Doug Greenway 950 Carl Rd Mitchell SD 57301
Name In Full Address

DJFunbus@mitchelltelecom.net 605 770 0761
Email Phone#

Owner(s) *(if natural person)*:
Doug and Janet Greenway 950 Carl Rd Mitchell SD 57301
Name In Full Address

DJFunbus@mitchelltelecom.net 605 770 0761
Email Phone #

Previous experience in providing Ride Services:

Five years with D+J Fun Bus, previous School Bus Experience

Number of vehicles in fleet for VFHC: 1

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

	Make	Year	Model	Serial No.	License No.	Seat Capacity
1.	Ford	2012	F550	1FDUF5GT0CEC02370		24
2.				License → 21451 C		
3.						
4.						
5.						

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

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

Dated this 4th Day of November, 2024.

Doug Greenway
Applicant

By: [signature]

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

The within application received on the 4th day of November, 2024.

Cendy Roth
Finance Office

ACTION OF CITY COUNCIL

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

Motion by the City Council was as follows:

_____

_____

_____

Dated this _____ day of _____, 20_____.

_____
Mayor

Attest: (seal)

_____
Finance Office

Rev. 11/5/2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2024

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

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

PRODUCER
Fischer Rounds & Assoc. Inc. - Mitchell
PO Box 820
Mitchell SD 57301-0820

CONTACT NAME:
PHONE (A/C, No, Ext): 605-996-7711 FAX (A/C, No): 605-996-1417
E-MAIL ADDRESS: Mitchell@fischerrounds.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Indemnity Company	20087
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED D&JFUNB-01
D & J Fun Bus LLC
950 Carl Rd
Mitchell SD 57301

COVERAGES **CERTIFICATE NUMBER:** 158320342 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			70APR405531-03	7/10/2024	7/10/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							UM/BI Only	$ $300,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Mitchell
612 N. Main
Mitchell SD 57301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

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

Granite Springs Lodge 25840 422nd Ave Alexandria, SD, 57311
Company Name In Full **Company Address**

Manager(s):
Ansley Berg 25840 422nd Ave Alexandria SD 57311
Name In Full Address
K.granitesprings@gmail.com 605-770-4211
Email Phone#

Owner(s) *(if natural person)*: Jeff Larson 25840 422nd Ave Alexandria SD 57311
Name In Full Address
605-999-6215
Email Phone #

Previous experience in providing Ride Services:

Yes

Number of vehicles in fleet for VFHC: _____

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

	Make	Year	Model	Serial No.	License No.	Seat Capacity
1.	Ford	F550	2005	1FDWE35	505HA09793	34A 52874
2.	Ford	2017	Transit 350	1FBZX2YM4HKB 16988	SC 7520	10
3.						
4.						
5.						

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

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

Dated this 31 Day of October, 2024.

Applicant

By: _____

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

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

Cindy Roth
Finance Office

ACTION OF CITY COUNCIL

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

Motion by the City Council was as follows:

_____

_____

_____

Dated this _____ day of _____, 20_____.

_____
Mayor

Attest: (seal)

_____
Finance Office

Rev. 11/5/2019

GRANSPR-01 PWITTSTRUCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2024

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

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

PRODUCER	CONTACT NAME:	
BankWest Inc. DBA BankWest Insurance 1920 N. Sandborn Blvd. PO Box 220 Mitchell, SD 57301	PHONE (A/C, No, Ext): (605) 995-6745	FAX (A/C, No): (605) 996-8289
	E-MAIL ADDRESS: bwinsurance@bankwest-sd.bank	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : McNeil & Company	
INSURED	INSURER B :	
Granite Springs Lodge, LLC 1525 W Elm St Mitchell, SD 57301	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			MOPK09371807	11/29/2023	11/29/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER	CANCELLATION
City Of Mitchell 612 N. Main Street Mitchell, SD 57301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kathryn Jones

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

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

BJ's Party Bus LLC — 26259 397th Ave. Mt. Vernon
Company Name In Full — **Company Address**

Manager(s):

Name In Full — Address

Email — Phone#

Owner(s) *(if natural person)*:
Byron & Jessica Tollefson — 26259 397th Ave. Mt. Vernon
Name In Full — Address

bjpartybusllc@gmail.com — Jessica- 605-999-3467
Email — Phone #

Previous experience in providing Ride Services:

3 years

Number of vehicles in fleet for VFHC: 3

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

	Make	Year	Model	Serial No.	License No.	Seat Capacity
1.	Ford	2004	E450	1FDXE45S04HA34962	65005C	16
2.	MCI	2002	102EL3	1M8TRMPA62P061745	64882C	30
3.	VanHool	2002	VanHool	YE2CC13B422045317	17020C	40
4.						
5.						

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

Meeting @ 7:00

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

Dated this 27th Day of October, 2024.

Jessica Tollefson
Applicant

By: Jessica Tollefson - owner

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

The within application received on the 1st day of November, 2024.

Cindy Roth
Finance Office

ACTION OF CITY COUNCIL

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

Motion by the City Council was as follows:

_____

_____

_____

Dated this _____ day of _____, 20_____.

_____
Mayor

Attest: (seal)

_____
Finance Office

Rev. 11/5/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE – ADDITIONAL INSURED:

CITY OF MITCHELL
612 N MAIN
MITCHELL, SD 57301

A. In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

1) such insurance applies only to the ownership, maintenance or use of a covered "auto"; and
2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
4) such insurance does not apply if the additional insured is subject to motor carrier insurance requirements and is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the additional insured's business and pursuant to operating rights granted to the additional insured by a public authority.

B. The insurance afforded to such additional insured:

1) Applies only to the extent permitted by law; and
2) Will not be broader than that which you are required by a contract or agreement to provide for such additional insured.

C. The most we will pay on behalf of the additional insured is the lesser of the amount of insurance:

1) That you are required by a contract or agreement to provide for such additional insured; or
2) That is available under the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions and agreements remain unchanged.

Additional Premium: $ 186

Company Name **National Indemnity Company**	Policy Number **70 APS 098437 - 04** Endorsement Effective **02/10/2024 12:01 AM**
Named Insured **BJ'S PARTY BUS LLC**	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)

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

Is this application for a: **NEW LICENSE** ✓ **RENEWAL** ____
Is the applicant a: **TNC** ____ **VFHC** ✓

PSG Premier Enterprises, LLC — 601 S Isadore Mitchell, SD 57301
Company Name In Full — **Company Address**

Manager(s):

Josh Peterson — 601 S Isadore
Name In Full — Address

joshandjanice@mitchelltelecom.net — 605-770-0384
Email — Phone#

Owner(s) *(if natural person)*:
Kristi Schneider — 4609 Mountain Place Mitchell, SD 57301
Name In Full — Address

bkschneider77@gmail.com — 605-770-9119
Email — Phone #

Previous experience in providing Ride Services:

_____

Number of vehicles in fleet for VFHC: 1

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

	Make	Year	Model	Serial No.	License No.	Seat Capacity
1.	International	2000	3400	1HVBEABM8YH274909		20
2.						
3.						
4.						
5.						

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

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

Dated this 5th Day of November, 2024.

Applicant

By: _____

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

The within application received on the 6th day of November, 2024.

Cindy Roth
Finance Office

ACTION OF CITY COUNCIL

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

Motion by the City Council was as follows:

_____

_____

_____

Dated this _____ day of _____, 20_____.

_____
Mayor

Attest: (seal)

_____
Finance Office

Rev. 11/5/2019

PSG Premier Enterprises, LLC has purchased the Midnight Train Party Bus and is excited to continue to provide transportation to people around the Mitchell community. Due to the popularity of this bus and the need for busses around this area, we hope to continue to work with previous customers of the Midnight Train and accommodate new ones. We hope to provide transportation for parties, weddings, prom, etc. We look forward to this new adventure for us in Mitchell and the surrounding communities.

Thank you.

PSG Premier Enterprises, LLC

Josh and Janice Peterson

Billy and Kristi Schneider

Scott and Nicole Gerlach

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/27/2023

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

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

PRODUCER
Fischer, Rounds & Assoc. - Mitchell
PO Box 820
Mitchell SD 57301-0820

CONTACT NAME:
PHONE (A/C, No, Ext): 605-996-7711 FAX (A/C, No): 605-996-1417
E-MAIL ADDRESS: Mitchell@fischerrounds.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Homestate Co	20044
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PSG Premier Enterprises LLC
601 S Isadore St
Mitchell SD 57301

PSGPREM-01

COVERAGES **CERTIFICATE NUMBER:** 1091100763 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			02APM042292-01	12/21/2023	12/21/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS (X)						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City Of Mitchell
612 N Main St
Mitchell SD 57301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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 18, 2024	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	2025 Renewal of Transportation Network Company Vehicle Application		
Explanation/Background of Agenda Item Requested:	LYFT All Required Documents have been submitted for approval.		

Docusign Envelope ID: 29293204-DC9E-4D90-8DA4-1B596F2765FC

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

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

Lyft, Inc. — 185 Berry Street Suite 400, San Francisco, CA 94107
Company Name In Full — **Company Address**

Manager(s):
Temilola Sobowale — 185 Berry Street Suite 400, San Francisco, CA 94107
Name In Full — Address

marketcompliance@lyft.com — 415-475-8459
Email — Phone#

Corporate Officers
Owner(s) *(if natural person)*:
See Exhibit A
Name In Full — Address

Email — Phone #

Previous experience in providing Ride Services:
See Exhibit B

Number of vehicles in fleet for VFHC: _____

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

	Make	Year	Model	Serial No.	License No.	Seat Capacity
1.	N/A - Lyft, Inc. is a TNC not a VFHC					
2.						
3.						
4.						
5.						

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

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

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

Dated this 4 Day of November, 2024.

Temilola Sobowale
Applicant

By: Temilola Sobowale Senior Director, Regulatory Compliance

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

The within application received on the 5th day of November, 2024.

Cindy Roth
Finance Office

ACTION OF CITY COUNCIL

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

Motion by the City Council was as follows:

_____

_____

_____

Dated this _____ day of _____, 20_____.

_____
Mayor

Attest: (seal)

_____
Finance Office

Rev. 11/5/2019

Previous experience in providing Ride Services:

In 2012, Lyft launched our peer-to-peer marketplace for on-demand ridesharing and have continued to pioneer innovations aligned with our mission. Today, Lyft is one of the largest and fastest-growing multimodal transportation networks in the United States and Canada. To date, we have facilitated over one billion rides.

Docusign Envelope ID: 29293204-DC9E-4D90-8DA4-1B596F2765FC

Narrative:

Lyft's multimodal platform offers riders seamless, personalized and on-demand access to a variety of transportation options. We empower riders to select the mode of transportation best suited to their specific needs at the exact moment they need to get somewhere. Our platform enables riders to optimize their journey across a number of factors including time, cost, number of seats, service, comfort and convenience. True to our pioneering ethos, we are constantly innovating on our platform and unlocking access to new modes of transportation.

LYFT-XL-01

BSCHLIENZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/11/2024

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

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

PRODUCER
Alliant Insurance Services, Inc.
3850 N Causeway Blvd Suite 1150
Metairie, LA 70002

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: lyft@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mobilitas Insurance Company	16392
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lyft, Inc.
185 Berry St #400
San Francisco, CA 94107

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO			SDBA1T6624548270	10/1/2024	10/1/2025	BODILY INJURY (Per person)	$ 50,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 100,000
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 25,000
	X Symbol 10 / X Period 1						UMUIM $50/$100k	$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Symbol 10/Primary			SDBA2T6624548270	10/1/2024	10/1/2025	Period 2/CSL	1,000,000
A	Symbol 10/Primary			SDBA3T6624548270	10/1/2024	10/1/2025	Period 3/CSL	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Auto Physical Damage limits are provided under Period 2 and Period 3 policies and will be ACV or the Cost of Repair, whichever is less, less the $2,500 deductible.

Policies for Period 2 and Period 3 include UM/UIM $100,000/$300,000.

Proof of insurance for Lyft, Inc. City of Mitchell, SD are included as Additional Insureds on the Automobile Liability policies where required by written contract but only with respect to liability arising out of the Name Insured's Operations.

CERTIFICATE HOLDER

City of Mitchell
612 North Main Street
Mitchell, SD 57301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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 18, 2024	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Set Date 1:30 PM, November 26, 2024 for Bid Opening for Rock Salt Project #2024-34		
Explanation/Background of Agenda Item Requested:	Set Date 1:30 PM, November 26 for Bid Opening for Rock Salt Supply Project #2024-34 Bids will be advertised and opened according to SDCL.		

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 18, 2024	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Set Date of December 2, 2024 for Hearing and Action on the following Alcohol License Applications		
Explanation/Background of Agenda Item Requested:	a. On the application of StocktonLee LLC, dba Jesse's Place, 511 N Main Street for a new Retail (on-off sale) Wine and Cider License (Video lottery is not included) b. On the application of StocktonLee LLC, dba Jesse's Place, 511 N Main Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)		

Date Received_____ License No._____
Date Issued_____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

StocktonLee LLC
614 East 6th Ave
Mitchell SD 57301

Owner's Telephone #: 6056305592

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

Jesse's Place
511 N Main St
Mitchell SD 57301

Business Telephone #: 6059904044

Place of business is located in a municipality? ☑ Yes ☐ No
County: davison
Do you own or lease this property? ☑ Own ☐ Lease

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

D. Legal description of licensed premise:

lot 5 thru lot 9 blk 12
15580-Rowleys 1st addn-NW (22)

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

E. State Sales Tax Number 1041-7729-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 11/8/21 Print Name jesse Stroud Signature _____

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

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

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval_____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC StocktonLee LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 614 East 6th Ave Mitchell SD 57301

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

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

Name	Office	Address	Occupation
jesse Stroud	member	614 east 6th ave mitchell sd 57301	owning member

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?

614 E 6th Ave Mitchell SD with managing member

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**

11/8/24

Date Received_____ License No._____
Date Issued_____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

StocktonLee LLC
614 East 6th Ave
Mitchell SD 57301

Owner's Telephone #: 6056305592

B. Business Name and Address

Jesse's Place
511 N Main St
Mitchell SD 57301

Business Telephone #: 6059904044

Place of business is located in a municipality? ☑ Yes ☐ No
County: davison
Do you own or lease this property? ☑ Own ☐ Lease

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

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.**

D. Legal description of licensed premise:

lot 5 thru lot 9 blk 12
15580-Rowleys 1st addn-NW (22)

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

E. State Sales Tax Number 1041-7729-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 11/8/21 Print Name jesse Stroud Signature _____

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

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

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From:_____

Sales tax approval_____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC StocktonLee LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 614 East 6th Ave Mitchell SD 57301

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

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

Name	Office	Address	Occupation
jesse Stroud	member	614 east 6th ave mitchell sd 57301	owning member

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?

614 E 6th Ave Mitchell SD with managing member

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**

11/8/24

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

November 4, 2024

TO: MAYOR & CITY COUNCIL

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

Howes Oil Company Inc.

On Road Diesel- #2	0	0	$0	$0
Unleaded Gas-10% Ethanol	7500	7500	$2.259	$16,942.50
Unleaded Gas-No Ethanol	0	0	$0	$0
Off Road Diesel- #2	0	0	$0	$0
				Total: $16,942.50

Vollan Oil

On Road Diesel- #2	0	0	$0	$0
Unleaded Gas-10% Ethanol	7500	7500	$2.2549	**$16,911.75***
Unleaded Gas-No Ethanol	0	0	$0	$0
Off Road Diesel- #2	0	0	$0	$0
				Total: $16,911.75*

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

Sincerely,
Kevin Roth
Street & Sanitation Superintendent

cc: Howe's Oil Company
Vollan Oil

PAY ESTIMATES FOR NOVEMBER 18, 2024

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Rice Lake West	#2020-20 Mitchell Pump Station Above Ground	#18	$ 106,440.60	$ 10,945,585.27	$ 11,679,195.02
John T. Jones Construction Comp	#2022-1 WWTP -Phase II - South Plant	#3	$ 1,439,173.23	$ 2,436,519.35	$ 31,328,750.00
McLaury Engineering, Inc.	#2022-26 3rd & Main Streetscape	#12	$ 5,175.00	$ 228,177.85	$ 301,956.00
Brosz Engineering, Inc.	#2023-3 Jetty & Marina Bike Trail	#17	$ 30,660.00	$ 201,380.50	$ 309,630.00
Brosz Engineering	#2023-23 West End Bridge	#6	$ 1,640.00	$ 26,560.00	$ 49,400.00
Sanitation Products, Inc.	#2023-35 Dump Body	#1	$ 45,565.00	$ 45,565.00	$ 45,565.00
Brosz Engineering Inc.	#2024-2 East 5th - Burr to Foster - Utilities	#11	$ 26,025.00	$ 134,655.00	$ 238,710.00
Quality Cut Lawn	#2024-22R Airport Snow Removal	#1-2024	$ 10,000.00	$ 10,000.00	
Quality Cut Lawn	#2024-22R Airport Snow Removal	#2-2024	$ 10,000.00	$ 20,000.00	$ 75,000.00
	TOTALS		$ 1,674,678.83	$ 14,048,442.97	$ 44,028,206.02

Prepared by Deb Hanson-Sudbeck

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04081	STEVE ANDERSON					
		I-11052024	101-3699	REFUNDS AND R DAMAGED CELL PHONE REIMBURSED	204328	491.30
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		491.30

PACKET : 07116 07117 07118
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-35882B15-0081	101-41110-42300	LEGAL PUBLICA NOTICE OF PUBLIC HEARING	204355	15.20
		I-35882B15-0082	101-41110-42300	LEGAL PUBLICA NOTICE OF PUBLIC HEARING	204355	14.90
		I-35882B15-0083	101-41110-42300	LEGAL PUBLICA GIBSON HEARING	204355	13.07
		I-35882B15-0084	101-41110-42300	LEGAL PUBLICA BETTS HEARING	204355	14.59
		I-35882B15-0085	101-41110-42300	LEGAL PUBLICA SCHMITZ HEARING	204355	13.98
		I-35882B15-0123	101-41110-42300	LEGAL PUBLICA 7TH&MAIN TRAFFIC SIGNALS	204355	49.25
		I-35882B15-0124	101-41110-42300	LEGAL PUBLICA 10.26.24 MEETING MINUTES	204355	314.37
		I-35882B15-0125	101-41110-42300	LEGAL PUBLICA GOLDEN PRAIRIE APTS NOTICE	204355	17.02
		I-35882B15-0126	101-41110-42300	LEGAL PUBLICA ZACHER NOTICE VARIANCE	204355	15.50
		I-E4957E97-0007	101-41110-42300	LEGAL PUBLICA NOTICE HEARING ON THE SALE	204355	15.50
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	483.38

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1220 CITY ADMINISTRATOR BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06750	MITCHELL TELECOM					
		I-11065380	101-41220-42800	UTILITIES-TEL ACCT #00223662-2	204418	2.42
01-09703	AMAZON CAPITAL SERVICES					
		I-14FX-XV46-CMK9	101-41220-42600	SUPPLIES & MA REPLACEMENT HUB,PENS	204327	48.80
				DEPARTMENT 1220 CITY ADMINISTRATOR	TOTAL:	51.22

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-200001212	101-41410-42700	TRAVEL, CONF J JOHNSON-SDML CONF REG	204453	125.00
01-06739	THOMSON REUTERS - WEST					
		I-850978812	101-41410-42610	WEST GROUP LA OCT 2024 ONLINE SUBSCRIPTION	204465	824.82
01-06750	MITCHELL TELECOM					
		I-11065380	101-41410-42810	UTILITIES-TEL ACCT #00223662-2	204418	1.25
01-09285	STATE BAR OF SOUTH DAKO					
		I-21603	101-41410-42700	TRAVEL, CONF 2025 BAR DUES-J JOHNSON	204459	540.00
				DEPARTMENT 1410 ATTORNEY'S OFFICE TOTAL:		1,491.07

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1420 FINANCE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01590	MCLEOD'S PRINTING					
		I-79734	101-41420-42620	CHECKS, RCPTS SELF SEAL ENVELOPES	204406	469.90
01-03267	WALMART/CAPITAL ONE					
		I-8312.11042024	101-41420-42600	SUPPLIES & MA PAPER TOWELS,CUPS,PLATES,SANI	204477	88.37
01-04361	MICHELLE BATHKE					
		I-11072024	101-41420-42700	TRAVEL SF SDML CONF MEALS,MILEAGE	204336	215.64
01-06750	MITCHELL TELECOM					
		I-11065380	101-41420-42800	UTILITIES - T ACCT #00223662-2	204418	4.25
01-09703	AMAZON CAPITAL SERVICES					
		I-1TXD-XRF1-RCY1	101-41420-42600	SUPPLIES & MA CALCULATOR RIBBONS	204327	24.95
				DEPARTMENT 1420 FINANCE TOTAL:		803.11

PACKET : 07116 07117 07118
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
01-02590	SANFORD HEALTH OCCMED						
		I-807547	101-41440-42215	WELLNESS	ONSITE WELLNESS SCREEN	204446	1,479.80
01-06750	MITCHELL TELECOM						
		I-11065380	101-41440-42800	UTILITIES	ACCT #00223662-2	204418	0.96
01-08711	ONE SOURCE THE BACKGROU						
		I-2022166292	101-41440-42210	PROFESSIONAL	BACKGROUNDS	204430	88.00
				DEPARTMENT 1440	HUMAN RESOURCES	TOTAL:	1,568.76

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-2587293-8.10.24	101-41920-42811	UTILITIES-CIT 612 N MAIN ST	204423	1,797.22
		I-2830632-2.10.24	101-41920-42810	UTILITIES-STO 5951 AIRPORT RD	204423	181.11
01-08281	VESTIS					
		I-6380236754	101-41920-42520	REPAIR-CITY H MAT CLEANING	204476	66.84
				DEPARTMENT 1920 MUNICIPAL BUILDINGS	TOTAL:	2,045.17

PACKET : 07116 07117 07118
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-2279-8459	101-41935-42615	POSTAGE	POSTAGE 10.16-31.2024	204436	314.35
		I-609518	101-41935-42615	POSTAGE	FLATS POSTAGE 10.16-31.2024	204436	7.00
01-06750	MITCHELL TELECOM						
		I-11065380	101-41935-42850	UTILITIES/TEL	ACCT #00223662-2	204418	2,495.06
		I-11065380	101-41935-42850	UTILITIES/TEL	ACCT #00223662-2	204418	0.82
					DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		2,817.23

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00809	GALLS LLC					
		I-029354288	101-42110-42640	UNIFORM ALLOW UNIFORM PANTS	204377	61.71
		I-029372450	101-42110-42640	UNIFORM ALLOW UNIFORM PANTS	204377	103.11
		I-029389979	101-42110-42640	UNIFORM ALLOW AROUSTIC TUBES	204377	69.85
		I-029410906	101-42110-42640	UNIFORM ALLOW TOURNIQUETS	204377	933.69
		I-029416656	101-42110-42940	EMERGENCY RES ERV PANTS	204377	338.52
		I-029444810	101-42110-42940	EMERGENCY RES ERV SHIRTS	204377	94.18
		I-029444810	101-42110-42640	UNIFORM ALLOW ERV SHIRTS	204377	609.91
		I-029451380	101-42110-42940	EMERGENCY RES ERV PANTS	204377	282.10
		I-029451593	101-42110-42640	UNIFORM ALLOW SIDEBREAK SCABBARD	204377	202.69
01-01199	STURDEVANTS AUTO VALUE					
		I-815045210	101-42110-42500	REPAIR & MAIN BATTERY,CABIN AIR,OIL,WIPERS	204461	127.57
		I-815045600	101-42110-42500	REPAIR & MAIN OIL FILTER,WIPERS,BATTERY	204461	162.65
		I-815045958	101-42110-42500	REPAIR & MAIN PRIME,OIL FILTER,COOLANT HOSE	204461	71.72
01-01322	LARRY'S I-90 SERVICE IN					
		I-104513	101-42110-42500	REPAIR & MAIN MOUNT & BALANCE	204400	60.00
		I-104608	101-42110-42500	REPAIR & MAIN MOUNT & BALANCE	204400	30.00
01-01590	MCLEOD'S PRINTING					
		I-79847	101-42110-42600	SUPPLIES BUSINESS CARDS	204406	175.00
01-01830	NORTHWESTERN ENERGY					
		I-2949839-1.11.24	101-42110-42810	UTILITIES 122 S ROWLEY ST	204423	57.50
01-02258	JACKI LARSON					
		I-11042024	101-42110-42600	SUPPLIES REIMBURSE SHADOW BOX	204401	42.99
01-02622	SD POLICE CHIEFS' ASSO					
		I-1716	101-42110-42600	SUPPLIES TESTING MANUALS,SCORE SHEETS	204454	565.00
01-02679	MENARD'S INC					
		I-78216	101-42110-42600	SUPPLIES DAWN,CLEAN ERASER,MR CLEAN	204408	34.99
01-02684	STREICHER'S - MINNEAPOL					
		I-I1727521	101-42110-42640	UNIFORM ALLOW KNIPPLING CARRIER VEST	204460	279.00
01-03267	WALMART/CAPITAL ONE					
		I-8940.10252024	101-42110-42600	SUPPLIES KEYBOARDS,CANDY	204477	19.44
		I-8940.10252024	101-42110-42905	CRIME PREVENT KEYBOARDS,CANDY	204477	19.97
01-03307	MEGA WASH					
		I-1036	101-42110-42200	PROFESSIONAL CAR WASHES	204407	24.00
01-03904	GORDON E HARPER					
		I-11072024	101-42110-42700	TRAVEL, CONF CISM TRAINING	204382	600.00
01-04713	RAY O'HERRON CO INC					

PACKET : 07116 07117 07118
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
01-04713	RAY O'HERRON CO INC continued						
		I-2374739	101-42110-42600	SUPPLIES	BARRICADES,BEANBAG ROUNDS	204440	4,079.43
01-05234	DANIEL FECHNER						
		I-10302024	101-42110-42640	UNIFORM ALLOW	POLOS,PANTS REIMBURSED	204374	193.94
01-06750	MITCHELL TELECOM						
		I-11065380	101-42110-42800	TELEPHONE	ACCT #00223662-2	204418	29.53
01-07717	VERN EIDE FORD						
		I-25044562	101-42110-42500	REPAIR & MAIN	SEAL	204475	25.83
01-08014	VERN EIDE CHEVROLET GMC						
		I-16101176/1	101-42110-42980	VEHICLE TOWIN	POLICE NIGHT TOW	204474	205.00
01-08252	CORPORATE TRANSLATION S						
		I-284964	101-42110-42200	PROFESSIONAL	TRANSLATION SERVICES	204399	105.51
01-08281	VESTIS						
		I-6380237674	101-42110-42200	PROFESSIONAL	MAT CLEANING	204476	64.77
01-09589	DAVID SARNE						
		I-11042024	101-42110-42700	TRAVEL, CONF	CISM SF REG,MEALS REIMB	204449	130.00
01-10407	GUARDIAN ALLIANCE TECHN						
		I-26007	101-42110-42200	PROFESSIONAL	BACKGROUND SOFTWARE	204380	50.00
01-10414	MIDWAY SERVICE dba VOLL						
		I-74293	101-42110-42610	GAS OIL TIRES	UNLEADED GAS	204410	3,761.68

DEPARTMENT 2110 POLICE DEPARTMENT TOTAL: 13,611.28

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00428	CARQUEST AUTO PARTS INC						
		I-4977-321864	101-42130-42500	REPAIRS	XTRACLEAR	204346	14.99
01-01450	MUTH ELECTRIC INC						
		I-674406	101-42130-42570	REPAIRS-TRAFF	FAST SET CONCRETE MIX	204421	669.15
01-01490	MUELLER LUMBER CO. INC.						
		I-298726	101-42130-42530	TRAFFIC LIGHT	MARKING PAINT,BATTERY	204420	82.39
01-01518	VERIZON WIRELESS						
		I-9977470776	101-42130-42820	TELEPHONE	ACCT #886931646-00001	204472	135.47
01-01830	NORTHWESTERN ENERGY						
		I-2581243-9.10.24	101-42130-42835	UTILITIES-STR	STREET LIGHTS	204423	21,916.10
		I-2585321-9.10.24	101-42130-42810	UTILITIES-TRA	E HAVENS AND BURR ST	204423	203.35
		I-2585833-3.10.24	101-42130-42810	UTILITIES-TRA	1909 N MAIN ST	204423	131.69
		I-2586693-0.10.24	101-42130-42835	UTILITIES-STR	112 W 2ND AVE	204423	42.34
		I-2586929-8.10.24	101-42130-42835	UTILITIES-STR	111 W 5TH AVE	204423	16.93
		I-2586966-0.10.24	101-42130-42835	UTILITIES-STR	111 W 7TH AVE	204423	99.29
		I-2778164-0.11.24	101-42130-42520	EMERGENCY SIR	1ST AND SANBORN ST	204423	118.97
		I-2781011-8.11.24	101-42130-42520	EMERGENCY SIR	1001 E BIRCH AVE PWSP SIREN	204423	27.08
		I-2812391-7.10.24	101-42130-42520	EMERGENCY SIR	5861 TOWER RD	204423	28.11
		I-2860182-1.10.24	101-42130-42810	UTILITIES-TRA	MIINNESOTA AND 16 AVE	204423	12.69
		I-2860183-9.10.24	101-42130-42810	UTILITIES-TRA	MINNESOTA AND 18 AVE	204423	12.69
		I-2955717-0.10.24	101-42130-42835	UTILITIES-STR	500 N MAIN LOT PARKING	204423	28.58
		I-3480194-4.10.24	101-42130-42810	UTILITIES-TRA	111 W 7TH PWSP SIGNAL	204423	150.14
		I-3480195-1.10.24	101-42130-42810	UTILITIES-TRA	112 W 2ND PWSP SIGNAL	204423	119.29
		I-3480197-7.10.24	101-42130-42810	UTILITIES-TRA	111 W 5TH PWSP SIGNAL	204423	137.57
		I-3880132-0.10.24	101-42130-42810	UTILITIES-TRA	1808 N MINNESOTA AVE SGNL	204423	114.48
01-02880	THUNE TRUE VALUE & APPL						
		I-A580074	101-42130-42530	TRAFFIC LIGHT	BATTERIES	204466	7.49
01-10382	SIGN SOLUTIONS USA LLC						
		I-412269-1	101-42130-42540	SIGNS	REMNG CHRG,CK WAS MAILED HERE	204456	298.00
01-10414	MIDWAY SERVICE dba VOLL						
		I-74293	101-42130-42610	GAS, OIL, TIR	UNLEADED GAS	204410	291.37

DEPARTMENT 2130 TRAFFIC DEPARTMENT TOTAL: 24,658.16

PACKET : 07116 07117 07118
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-1944855	101-42200-42600	SUPPLIES	BATTERY,SPLICE,OIL ABSORBENT	204442	94.43
01-01199	STURDEVANTS AUTO VALUE						
		I-815045554	101-42200-42600	SUPPLIES	COPPER SPARK PLUG	204461	2.99
		I-815045563	101-42200-42600	SUPPLIES	SPARK PLUG,FUEL DOMESTICK	204461	14.90
01-01830	NORTHWESTERN ENERGY						
		I-2583799-8.10.24	101-42200-42810	UTILITIES	201 W 1ST AVE FIRE	204423	3,051.09
		I-3566523-1.10.24	101-42200-42810	UTILITIES	5971 AIRPORT RD BLDG 21	204423	27.84
01-02679	MENARD'S INC						
		I-78216	101-42200-42600	SUPPLIES	DAWN,CLEAN ERASER,MR CLEAN	204408	3.24
		I-78315	101-42200-42600	SUPPLIES	FLUSH,SIMPLE GREEN,CAR WASH	204408	44.33
		I-78345	101-42200-42600	SUPPLIES	CANDY	204408	37.77
		I-78676	101-42200-42600	SUPPLIES	MOUNTING TAPE	204408	4.49
01-02811	JONES SUPPLIES						
		I-149302	101-42200-42600	SUPPLIES	TOILET BOWL,T-PAPER,TOWELS	204396	217.76
01-03267	WALMART/CAPITAL ONE						
		I-8940.10252024	101-42200-42600	SUPPLIES	KEYBOARDS,CANDY	204477	109.35
01-05276	M & T FIRE AND SAFETY I						
		I-12713	101-42200-42500	REPAIR & MAIN	CONVERSION KIT	204403	845.95
		I-12722	101-42200-42600	SUPPLIES	WRENCHES,LIGHTER CHARGER	204403	112.58
		I-12728	101-42200-42600	SUPPLIES	AIRGAS SENSOR	204403	352.50
01-06750	MITCHELL TELECOM						
		I-11065380	101-42200-42800	TELEPHONE	ACCT #00223662-2	204418	1.78
01-09046	SHANNON SANDOVAL						
		I-11062024	101-42200-42640	UNIFORMS	BOOTS REIMBURSED	204445	126.39
01-09703	AMAZON CAPITAL SERVICES						
		I-1XWJ-TGC9-FTNG	101-42200-42600	SUPPLIES	FUEL FILTER	204327	11.83
01-10414	MIDWAY SERVICE dba VOLL						
		I-74293	101-42200-42610	GAS & OIL	UNLEADED GAS	204410	183.67

DEPARTMENT 2200 FIRE DEPARTMENT TOTAL: 5,242.89

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00091	JGE INC dba BOBCAT OF A						
		I-54291	101-43100-42500	REPAIRS	SOLENOID VALVE	204393	339.10
01-00424	RUNNINGS SUPPLY INC						
		I-1948792	101-43100-42600	SUPPLIES	RAINSUIT	204442	49.99
01-00436	CHS FARMERS ALLIANCE						
		I-IZ7165	101-43100-42500	REPAIRS	TIRE REPAIR	204352	60.00
01-00532	A-OX WELDING SUPPLY CO						
		I-0001404270	101-43100-42600	SUPPLIES	SERVICE CHARGE	204325	12.50
01-01117	FLEETPRIDE						
		I-121145525	101-43100-42600	SUPPLIES	BRAKE SHOE KIT,CAMSHAFT,SCOTSE	204376	187.88
01-01198	SIGN PRO						
		I-74120	101-43100-42650	UNIFORMS	ZARD LOGOD SHIRTS,JACKET	204455	38.00
01-01199	STURDEVANTS AUTO VALUE						
		I-815045215	101-43100-42600	SUPPLIES	HOSE CLAMPS, STEEL CLAMP	204461	120.87
		I-815045277	101-43100-42600	SUPPLIES	SEALED BEAM	204461	13.99
		I-815045601	101-43100-42600	SUPPLIES	BATTERY,MINIATURE LAMP,FILTER	204461	244.48
		I-815045954	101-43100-42600	SUPPLIES	OIL,AIR,CABIN AIR FILTERS,BATT	204461	718.70
01-01490	MUELLER LUMBER CO. INC.						
		I-298613	101-43100-42600	SUPPLIES	SLEEVE ANCHOR	204420	22.34
		I-298620	101-43100-42600	SUPPLIES	SLEEVE ANCHOR	204420	11.17
01-02679	MENARD'S INC						
		I-77658	101-43100-42600	SUPPLIES	SWIVEL,RIGID	204408	25.36
01-02811	JONES SUPPLIES						
		I-149171	101-43100-42600	SUPPLIES	POP UP BOX,WYPALL WIPER	204396	776.63
01-03099	LAWSON PRODUCTS INC						
		I-9311982810	101-43100-42600	SUPPLIES	TROQ HEX CAP SCREWS	204402	101.57
01-03884	COMMERCIAL ASPHALT						
		I-0021806-IN	101-43100-42620	ASPHALT MIX	HOT MIX	204356	8,546.30
01-04066	TRANSWEST - SIOUX FALLS						
		I-094P8533	101-43100-42500	REPAIRS	CLEAR TURN SIGNAL	204469	39.58
01-06750	MITCHELL TELECOM						
		I-11065380	101-43100-42800	UTILITIES	ACCT #00223662-2	204418	1.96
01-08130	C & B OPERATIONS LLC						
		I-12996676	101-43100-42600	SUPPLIES	BULB	204345	19.48

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-09671	PREMIER EQUIPMENT LLC						
		I-IH59156	101-43100-42600	SUPPLIES	BRUSH,BRISTLE	204434	329.12
		I-IH60418	101-43100-42600	SUPPLIES	PLANER BIT	204434	1,892.00
01-10414	MIDWAY SERVICE dba VOLL						
		I-74293	101-43100-42610	GAS	UNLEADED GAS	204410	751.87
01-10554	MIDWEST OIL COMPANY						
		I-1031617	101-43100-42600	SUPPLIES	BIGFOOT GREASE,BRAKE BLAST	204412	461.50
					DEPARTMENT 3100 STREET DEPARTMENT	TOTAL:	14,764.39

PACKET : 07116 07117 07118
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
01-01199	STURDEVANTS AUTO VALUE						
		I-8150425209	101-43110-42500	REPAIRS	BATTERY	204461	129.73
01-01518	VERIZON WIRELESS						
		I-9977470776	101-43110-42800	UTILITIES	ACCT #886931646-00001	204472	80.02
01-02615	SD MUNICIPAL LEAGUE						
		I-200001382	101-43110-42700	TRAVEL CONF D	SCHROEDER-SDML CONF REG	204453	100.00
01-03678	INTERSTATE OFFICE PRODU						
		I-01EE4996	101-43110-42600	SUPPLIES	PAD,FILE FOLDERS,NOTEBOOK	204390	96.27
		I-01EE5953	101-43110-42600	SUPPLIES	PENS,FOLDERS	204390	123.07
01-06750	MITCHELL TELECOM						
		I-11065380	101-43110-42800	UTILITIES	ACCT #00223662-2	204418	8.87
		I-11069755	101-43110-42916	NUISANCE ABAT	ACCT #00019259-0	204418	5.31
01-08010	METTLER IMPLEMENT INC-M						
		I-77904	101-43110-42500	REPAIRS	SEALED SOLENOID	204409	44.99
01-09172	AAA LAWN CARE AND MAINT						
		I-953	101-43110-42916	NUISANCE ABAT	PROPERTY MOWINGS	204326	2,730.00
01-10414	MIDWAY SERVICE dba VOLL						
		I-74293	101-43110-42610	GAS	UNLEADED GAS	204410	895.05

DEPARTMENT 3110 PUBLIC WORKS ADMIN TOTAL: 4,213.31

PACKET : 07116 07117 07118
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
01-01490	MUELLER LUMBER CO. INC.					
		C-298867	101-43120-43300	STREET OVERLA RETURNED HAMMER DRIVE ANCHOR	204420	28.64-
		I-298864	101-43120-43300	STREET OVERLA HAMMER DRIVE ANCHOR,BITS	204420	87.41
		I-298866	101-43120-43300	STREET OVERLA HAMMER DRIVE ANCHOR,BIT	204420	28.64
01-02170	DAVISON COUNTY REGISTER					
		I-11042024	101-43120-42200	PROF SERVICES SHELLY MUTH EASMENT RELEASE	204365	30.00
		I-110424	101-43120-42200	PROF SERVICES MORRISON EASEMENT RERECORD	204365	30.00
01-02485	SCHOENFELDER CONSTRUCTI					
		I-15704	101-43120-43310	PARKING LOT/A SAND LOADS FOR SCOREBOARD	204450	2,348.00
01-06294	BROSZ ENGINEERING INC					
		I-2023-23 P.E. #6	101-43120-43312	WEST END BRID 2023-23 P.E. #6	204341	1,640.00
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #12	101-43120-43300	STREET OVERLA 2022-26 P.E. #12	204405	2,277.00
				DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		6,412.41

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3130 SNOW REMOVAL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01239	BUTLER MACHINERY INC						
		I-13SS0001799	101-43130-43500	SNOW REMOVAL	MOTOR GRADERS SNOW WING	204344	25,877.64
				DEPARTMENT 3130	SNOW REMOVAL	TOTAL:	25,877.64

PACKET : 07116 07117 07118
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
01-00525	DAKOTA PUMP LLC					
		I-18695	101-43150-42500	REPAIR & MAIN REPLACE FLOATS MORRIS PUMP	204361	360.07
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #12	101-43150-43307	3RD & MAIN 2022-26 P.E. #12	204405	1,449.00
				DEPARTMENT 3150 STORM DRAINAGE	TOTAL:	1,809.07

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00074	RAUSCH BROS MONUMENT CO					
		I-3260	101-43700-42510	HEADSTONE REP VASE	204439	360.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815046396	101-43700-42600	SUPPLIES & MA CLASSICAL SECTION WR	204461	53.98
01-01518	VERIZON WIRELESS					
		I-9977470776	101-43700-42800	UTILITIES ACCT #886931646-00001	204472	73.30
01-02880	THUNE TRUE VALUE & APPL					
		I-A581364	101-43700-42600	SUPPLIES & MA CLOSE BRS STD	204466	2.99
		I-A581949	101-43700-42600	SUPPLIES & MA KEYS	204466	17.94
		I-B297204	101-43700-42600	SUPPLIES & MA BUSHINGS,NIPPLES,BATTERY	204466	27.26
01-08281	VESTIS					
		I-6380235401	101-43700-42600	SUPPLIES & MA MAT CLEANING	204476	29.04
				DEPARTMENT 3700 CEMETERY	TOTAL:	564.51

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4120 ANIMAL CONTROL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01210	LAKEVIEW VETERINARY CLI					
		I-335355	101-44120-42900	IMPOUNDING DO OCT 2024 MANAGEMENT	204398	900.00
01-01830	NORTHWESTERN ENERGY					
		I-2719777-1.10.24	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG	204423	91.01
01-02017	DAVISON RURAL WATER SYS					
		I-4837.11.24	101-44120-42800	UTILITIES-POU OCT 2024 WATER USAGE	204368	46.90
01-09865	MITCHELL ANIMAL RESCUE					
		I-11012024	101-44120-42900	IMPOUNDING DO NOV 2024 MANAGEMENT	204413	350.00
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	1,387.91

PACKET : 07116 07117 07118
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-84108594	101-45500-43420	BOOKS	BOOKS	204387	217.17
		I-84132370	101-45500-43420	BOOKS	BOOKS	204387	627.06
		I-84475307	101-45500-43420	BOOKS	BOOKS	204387	82.19
01-01830	NORTHWESTERN ENERGY						
		I-2585828-3.10.24	101-45500-42800	UTILITIES	221 N DUFF ST	204423	2,973.18
01-05088	BLACKSTONE PUBLISHING						
		I-2174827	101-45500-43421	AUDIO-VISUAL	AUDIOBOOKS	204339	63.99
01-06026	CENTER POINT LARGE PRIN						
		I-2127728	101-45500-43420	BOOKS	LARGE PRINT BOOKS	204348	97.08
01-06583	BAKER & TAYLOR						
		I-2038647265	101-45500-43420	BOOKS	CHILDREN'S BOOKS	204335	125.67
01-06750	MITCHELL TELECOM						
		I-11065380	101-45500-42800	UTILITIES	ACCT #00223662-2	204418	0.88
		I-11067275	101-45500-42800	UTILITIES	ACCT #00217267-0	204418	72.95
01-08223	OVERDRIVE INC						
		I-02495CO24336522	101-45500-42693	E-BOOKS/AUDIO	EBOOKS,EAUDIOBOOKS	204431	1,533.79
		I-02495DA24334321	101-45500-42693	E-BOOKS/AUDIO	EBOOK,EAUDIOBOOK	204431	149.99
01-09256	BOOKS BY TERRALL						
		I-266869	101-45500-43420	BOOKS	BOOK	204340	11.99
		I-866750	101-45500-43420	BOOKS	BOOK	204340	12.99
01-09633	STAPLES						
		I-6015070636	101-45500-42600	SUPPLIES & MA	MARKS-A-LOT	204458	21.97
01-09703	AMAZON CAPITAL SERVICES						
		I-14N9-TJQM-CCTX	101-45500-43420	BOOKS	BOOK	204327	26.16
		I-1FR1-PWC4-R1QD	101-45500-43420	BOOKS	BOOKS	204327	76.71
		I-1MQG-911Q-RCGX	101-45500-43420	BOOKS	BOOKS	204327	147.93

DEPARTMENT 5500 LIBRARY TOTAL: 6,241.70

FUND 101 GENERAL TOTAL: 114,534.51

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01450	MUTH ELECTRIC INC					
		C-671218	201-346369	REFUNDS AND R REFUND ELECTRICAL POLE COST	204421	391.29-
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		391.29-

PACKET : 07116 07117 07118
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
01-01495	HARVE'S PRO PRINTS					
		I-8189	201-45110-42250	PROGRAMMING S LITTLE KERNEL CAMP SHIRTS	204383	637.00
01-03279	INTERSTATE GLASS & DOOR					
		I-65212	201-45110-42550	REPAIR & MAIN INSTALL SLIDING POOL WINDOW	204389	3,068.00
	PROJ: J50-RM-BLDG	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-GENERAL BLDG		
01-06345	SD DEPT OF HEALTH					
		I-11012024	201-45110-42750	TRAVEL, CONF, LICENSE #13650 RENEWAL	204452	140.00
	PROJ: J50-PROF FEE	OUTDOOR AQUATIC CENTER		CONCESSION CERTIFICATION		
01-06750	MITCHELL TELECOM					
		I-11065380	201-45110-42800	UTILITIES ACCT #00223662-2	204418	1.91
01-08126	MITCHELL GIRLS BASKETBA					
		I-11042024	201-45110-42250	PROGRAMMING S KERNEL CAMP COACHING	204416	1,615.00
01-08377	MITCHELL BOYS BASKETBAL					
		I-11042024	201-45110-42250	PROGRAMMING S KERNEL CAMP COACHING	204414	1,615.00
				DEPARTMENT 5110 RECREATION & AQUATICS TOTAL:		7,076.91

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-8459	201-45140-42600	SUPPLIES & MA POSTAGE 10.16-31.2024	204436	1.46
01-00483	COUNTY FAIR					
		I-11042024	201-45140-42601	CONCESSION SU BUBBLRS,POP	204360	58.41
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-01450	MUTH ELECTRIC INC					
		I-674270	201-45140-42500	REPAIR & MAIN FRONT ENTRY LIGHT BULBS	204421	168.06
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG		REPAIR/MAINT-ELECTRICAL		
		I-674386	201-45140-42500	REPAIR & MAIN REPROGRAM CHEMICAL PUMP	204421	189.79
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG		REPAIR/MAINT-ELECTRICAL		
01-01733	O'CONNOR COMPANY					
		I-139747	201-45140-42500	REPAIR & MAIN AQUATIC INNOVENT NOT COOLING	204429	17,897.52
	PROJ: J06-RM-HVAC	REC CTR-GENERAL BLDG		REPAIR/MAINT-HVAC		
01-02679	MENARD'S INC					
		I-78371	201-45140-42600	SUPPLIES & MA ORGANIZER,BROOM,DUST PANS,PINS	204408	76.92
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-78548	201-45140-42600	SUPPLIES & MA SOCKET TRAYS,WRENCH SETS,HOLDR	204408	101.04
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-02880	THUNE TRUE VALUE & APPL					
		I-A581318	201-45140-42600	SUPPLIES & MA EXTENSION CORD	204466	15.99
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-A581535	201-45140-42600	SUPPLIES & MA TILEX REMOVER,FLIP COVER	204466	21.97
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-A581874	201-45140-42600	SUPPLIES & MA CABLE CLAMP	204466	3.96
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-03700	CORE-MARK MIDCONTINENT					
		I-1860781	201-45140-42601	CONCESSION SU JACK LINKS,BROWNIES,ZEBRA CAKE	204358	1,373.50
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-04293	JCL SOLUTIONS					
		I-1376757	201-45140-42600	SUPPLIES & MA SOLUTION VALVE,LEVER,SQUEEGEE	204392	84.50
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-06750	MITCHELL TELECOM					
		I-11067159	201-45140-42800	UTILITIES ACCT #00037690-1	204418	111.80
	PROJ: J09-TV	REC CTR UTILITIES		UTILITIES-TV		
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12410108899	201-45140-42300	PUBLISHING ADVERTISING	204444	604.00
	PROJ: J08-KMIT	REC CTR PUBLISHING		PUBLISHING-KMIT		
01-08594	MAKE IT MINE DESIGNS					
		I-37507	201-45140-42650	UNIFORMS FOSSNESS CHEST PRINT	204404	15.00
	PROJ: J10-ADAM	REC CTR UNIFORMS		UNIFORMS-ADAM		

PACKET : 07116 07117 07118
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
01-09126	IDENTISYS INC					
		I-691558	201-45140-42500	REPAIR & MAIN COMPATIABLE KEY TAG	204386	365.00
	PROJ: J06-RM-BLDG		REC CTR-GENERAL BLDG	REPAIR/MAINT-BUILDING		
01-09143	ICAN INC					
		I-120560	201-45140-42300	PUBLISHING ADVERTISING	204385	750.00
	PROJ: J08-ICAN		REC CTR PUBLISHING	PUBLISHING-ICAN		
01-09633	STAPLES					
		C-6015730714	201-45140-42600	SUPPLIES & MA RETURNED TOWELS	204458	97.83-
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
		I-6015611385	201-45140-42600	SUPPLIES & MA BOWL CLEANER	204458	69.72
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-1VC9-DVM1-KXH3	201-45140-42600	SUPPLIES & MA GYM CABLE PULLEY WHEEL	204327	16.98
	PROJ: J03-SM-EQUIP		REC CTR-WELLNESS/FITNESS	SUPPLIES/MATERIAL-EQUIPMENT		
01-09913	AVERA QUEEN OF PEACE NU					
		I-10312024	201-45140-42600	SUPPLIES & MA 1-INITIAL,3-FOLLOW UP ASSMNTS	204333	195.00
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
01-09959	ASSOCIATED POOL BUILDER					
		I-930215714	201-45140-42500	REPAIR & MAIN ADJUST VALVE ACTIVATOR	204331	420.00
	PROJ: J06-RM-GENER		REC CTR-GENERAL BLDG	REPAIR/MAINT-GENERAL		

DEPARTMENT 5140 RECREATION CENTER TOTAL: 22,442.79

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-8459	201-45160-42600	SUPPLIES & MA POSTAGE 10.16-31.2024	204436	0.73
01-00436	CHS FARMERS ALLIANCE					
		I-IG2297	201-45160-42610	GAS & FUEL HOCKEY PROPANE FILL	204352	78.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-01518	VERIZON WIRELESS					
		I-9977470776	201-45160-42800	UTILITIES ACCT #886931646-00001	204472	47.73
01-01830	NORTHWESTERN ENERGY					
		I-2585121-3.10.24	201-45160-42800	UTILITIES 313 N HARMON DR	204423	725.44
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2586408-3.10.24	201-45160-42800	UTILITIES TOURNEY HDQT	204423	38.75
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2586410-9.10.24	201-45160-42800	UTILITIES 1301 N MINNESOTA LIFT	204423	34.64
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2718054-6.10.24	201-45160-42800	UTILITIES 5825 TOWER RD	204423	655.75
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2787244-9.10.24	201-45160-42800	UTILITIES D E CONCESSION	204423	51.24
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787247-2.10.24	201-45160-42800	UTILITIES WEST ELEC D E	204423	30.07
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787248-0.10.24	201-45160-42800	UTILITIES WEST ELEC F G	204423	84.41
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787249-8.10.24	201-45160-42800	UTILITIES H I J K SHOP	204423	230.30
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787283-7.10.24	201-45160-42800	UTILITIES SOCCER FIELD	204423	91.33
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2787285-2.10.24	201-45160-42800	UTILITIES CADWELL PARK CONCESSION	204423	44.92
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2825237-7.10.24	201-45160-42800	UTILITIES 1301 N MINNESOTA	204423	224.84
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2920373-4.10.24	201-45160-42800	UTILITIES STAD SCOREBOARD 23	204423	187.75
	PROJ: H04-42800	BASEBALL		UTILITIES		
01-02804	TMA STORES					
		I-105963	201-45160-42500	REPAIR & MAIN LOOSE FLAT REPAIR	204467	28.17
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-02880	THUNE TRUE VALUE & APPL					
		I-A580130	201-45160-42600	SUPPLIES & MA SHACKLE PIN	204466	10.49
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-A580848	201-45160-42500	REPAIR & MAIN TOILET BOLTS,FAST BOLTS	204466	13.78
	PROJ: H06-42500	ARENA-NORTH RINK		REPAIR-MAINTENANCE		
		I-B296935	201-45160-42500	REPAIR & MAIN FLAPPER	204466	25.98
	PROJ: H06-42500	ARENA-NORTH RINK		REPAIR-MAINTENANCE		
01-08281	VESTIS					

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08281	VESTIS	continued				
		I-6380234998	201-45160-42600	SUPPLIES & MA MAT CLEANING	204476	57.43
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-09633	STAPLES					
		I-6015730624	201-45160-42600	SUPPLIES & MA WHITE FOLD TOWELS	204458	119.98
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-09703	AMAZON CAPITAL SERVICES					
		I-179J-G164-HHGW	201-45160-42600	SUPPLIES & MA PHONE CASE	204327	21.98
	PROJ: H13-42600	ARENA-SOUTH RINK		SUPPLIES-MAINTENANCE		
01-10414	MIDWAY SERVICE dba VOLL					
		I-74293	201-45160-42610	GAS & FUEL UNLEADED GAS	204410	390.40
				DEPARTMENT 5160 SPORTS COMPLEXES TOTAL:		3,194.11

PACKET : 07116 07117 07118
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
01-00130	DAVISON COUNTY TREASURE					
		I-11072024	201-45210-43300	CAPITAL IMPRO 2022 CHEVY SILVERADO PICKUP	204367	26.70
01-00356	QUALIFIED PRESORT					
		I-2279-8459	201-45210-42600	SUPPLIES & MA POSTAGE 10.16-31.2024	204436	1.46
01-00531	PAULSON SHEET METAL INC					
		I-S17929	201-45210-42500	REPAIR & MAIN REPLACE DRAFT MOTOR MAINT	204432	1,114.29
	PROJ: H51-42500	PARK SHOP		REPAIR/MAINTENANCE		
01-00532	A-OX WELDING SUPPLY CO					
		I-0000314790	201-45210-42600	SUPPLIES & MA CO2 CYLINDER FILLS	204325	99.90
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01518	VERIZON WIRELESS					
		I-9977470776	201-45210-42800	UTILITIES ACCT #886931646-00001	204472	42.73
01-01632	GAME TIME					
		I-PJI-0221867A	201-45210-43300	CAPITAL IMPRO PATTON YOUNG PARK INSTALLATION	204378	10,433.00
	PROJ: H87-43300	PATTON YOUNG		CAPITAL IMPROVEMENTS		
01-01830	NORTHWESTERN ENERGY					
		I-2580826-2.10.24	201-45210-42800	UTILITIES 800 E 11TH AVE	204423	7.78
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-2581610-9.10.24	201-45210-42800	UTILITIES PUBLIC BEACH	204423	70.10
	PROJ: H74-42800	PUBLIC BEACH		UTILITIES		
		I-2581648-9.10.24	201-45210-42800	UTILITIES ACCESS LOT LITE	204423	9.86
		I-2581649-7.10.24	201-45210-42800	UTILITIES DAY CAMP	204423	60.55
	PROJ: H67-42800	DAY CAMP		UTILITIES		
		I-2583204-9.10.24	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK JENNEWEI	204423	15.63
	PROJ: H58-42800	JENNEWEIN PARK		UTILITIES		
		I-2584325-1.10.24	201-45210-42800	UTILITIES 1300 S ROWLEY ST PARK PIONEER	204423	21.09
	PROJ: H61-42800	PIONEER PARK		UTILITIES		
		I-2584526-4.10.24	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	204423	16.81
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-2973566-9.10.24	201-45210-42800	UTILITIES 621 N MAIN ST	204423	15.08
	PROJ: H62-42800	ROTARY PARK		UTILITIES		
		I-3045799-8.10.24	201-45210-42800	UTILITIES 311 1/2 N HARMON	204423	90.35
	PROJ: H66-42800	CAMP ARROYA		UTILITIES		
		I-3449572-1.10.24	201-45210-42850	UTILITIES-VET 101 N MAIN ST	204423	58.69
	PROJ: H63-42850	VETERANS PARK		UTILITES/VETERANS PARK		
		I-3600484-4.10.24	201-45210-42800	UTILITIES 745 N HARMON DR RSTA	204423	22.97
	PROJ: H76-42800	SANDY BEACH		UTILITIES		
01-02804	TMA STORES					
		I-106057	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR	204467	39.33
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-106087	201-45210-42500	REPAIR & MAIN TIRE DISMOUNT	204467	20.80
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		

PACKET : 07116 07117 07118
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
01-10154	SCHOENFELDER PORTABLES					
		I-4079	201-45210-42600	SUPPLIES & MA TOILET RENTAL	204451	120.00
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
				DEPARTMENT 5210 PARKS	TOTAL:	12,287.12

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5220 SUPERVISION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS						
		I-9977470776	201-45220-42800	UTILITIES	ACCT #886931646-00001	204472	47.73
01-06750	MITCHELL TELECOM						
		I-11065380	201-45220-42800	UTILITIES	ACCT #00223662-2	204418	1.70
01-09509	INNOVATIVE OFFICE SOLUT						
		I-IN4678624	201-45220-42600	SUPPLIES & MA	LASER LABELS	204388	66.00
01-10588	KEVIN NELSON						
		I-11122024	201-45220-42650	UNIFORMS	NELSON SHIRTS REIMBURSED	204422	239.75

DEPARTMENT 5220 SUPERVISION TOTAL: 355.18

FUND 201 PARK FUND TOTAL: 44,964.82

PACKET : 07116 07117 07118
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
01-00764	ASCAP					
		I-2024	202-45650-42905	ENTERTAINMENT LICENSING FEE 2024	204330	3,261.04
01-01018	AUTOMATIC BUILDING CONT					
		I-181129	202-45650-42500	REPAIRS & MAI ANNUAL MONITOR FIRE ALARM	204332	300.00
01-01075	JOHNSON CONTROLS					
		I-1-134105022516	202-45650-42500	REPAIRS & MAI S CHILLER CIRCUIT LOCKED OUT	204395	4,340.41
01-01404	MITCHELL IRON & SUPPLY					
		I-84146	202-45650-42600	SUPPLIES & MA FINANCE CHARGE	204417	6.00
01-01497	GRAINGER					
		I-9289132145	202-45650-42600	SUPPLIES & MA AIR FRESHENER REFILLS	204379	126.56
01-01830	NORTHWESTERN ENERGY					
		I-2587292-0.10.24	202-45650-42800	UTILITIES 600 N MAIN ST	204423	6,850.75
		I-3219913-5.10.24	202-45650-42800	UTILITIES 617 N MAIN	204423	12.00
	PROJ: W07-42800	CORN PALACE FESTIVAL		UTILITIES		
		I-3458684-2.10.24	202-45650-42800	UTILITIES 6TH AVE PARK	204423	67.99
01-02790	SUN GOLD SPORTS LLC					
		I-29622	202-45650-42650	UNIFORMS HANSON EMBROIDERY FEE	204463	30.00
01-02840	TESSIERS MECHANICAL CON					
		I-30002624	202-45650-42925	CHRISTMAS AT FABRICATE CHRISTMAS STANDS	204464	1,500.00
01-03700	CORE-MARK MIDCONTINENT					
		I-1848529	202-45650-42610	COST OF GOODS CANDY,MARSHMALLOWS,JERKY	204358	738.93
		I-1848530-2	202-45650-42610	COST OF GOODS RUNTS	204358	13.91
		I-1853202	202-45650-42610	COST OF GOODS TOOTSIE ROLLS	204358	138.44
		I-1858170	202-45650-42610	COST OF GOODS MARGARINE,BUNS,LASAGNA	204358	789.46
01-06708	CDW GOVERNMENT INC					
		I-AB3RU9V	202-45650-42600	SUPPLIES & MA G4 JOYSTICK CTNRLR	204347	640.08
01-06750	MITCHELL TELECOM					
		I-11065380	202-45650-42800	UTILITIES ACCT #00223662-2	204418	0.28
01-07344	CHESTERMAN COMPANY					
		C-3126516	202-45650-42610	COST OF GOODS RETURNED CASES OF POP	204351	114.75-
		I-11617213	202-45650-42610	COST OF GOODS GOLD PEAK TEA,CUPS, LIDS	204351	880.00
01-08130	C & B OPERATIONS LLC					
		I-09302024	202-45650-42600	SUPPLIES & MA FINANCE CHARGE	204345	0.35
01-08281	VESTIS					
		I-6380236753	202-45650-42500	REPAIRS & MAI MAT CLEANING	204476	40.66

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 202 CORN PALACE FUND
DEPARTMENT: 5650 CORN PALACE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09703	AMAZON CAPITAL SERVICES					
		I-1V3N-R6QR-L3CX	202-45650-42600	SUPPLIES & MA TOP CLEAN	204327	75.94
01-10353	DIMOCK DAIRY INC					
		I-24109387	202-45650-42610	COST OF GOODS CHEESE VARIETIES	204371	202.50
01-10414	MIDWAY SERVICE dba VOLL					
		I-74293	202-45650-42620	GAS & FUEL UNLEADED GAS	204410	40.06
		I-74293	202-45650-42620	GAS & FUEL UNLEADED GAS	204410	62.43
				DEPARTMENT 5650 CORN PALACE	TOTAL:	20,003.04
				FUND 202 CORN PALACE FUND	TOTAL:	20,003.04

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 203 LAKE MITCHELL
DEPARTMENT: 5220 LAKE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06294	BROSZ ENGINEERING INC					
		I-2023-3 P.E. #17	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #17	204341	30,660.00
01-09239	MIDWEST LABORATORIES IN					
		I-1208421	203-45220-42550	TESTING LAKE WATER TESTINGS	204411	1,074.03
				DEPARTMENT 5220 LAKE	TOTAL:	31,734.03
				FUND 203 LAKE MITCHELL	TOTAL:	31,734.03

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 211 ENTERTAINMENT TAX
DEPARTMENT: 6311 ENTERTAINMENT TAX BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01396	MITCHELL CONVENTION & V					
		I-11012024	211-46311-42960	CONV VISITORS NOV 2024 FUNDING	204415	20,800.00
				DEPARTMENT 6311 ENTERTAINMENT TAX TOTAL:		20,800.00
				FUND 211 ENTERTAINMENT TAX TOTAL:		20,800.00

PACKET : 07116 07117 07118
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
01-02555	TWO WAY SOLUTIONS INC					
		I-135465	214-43500-42500	REPAIRS & MAI TRIP CHARGE,CABLE,LABOR	204470	629.99
01-02679	MENARD'S INC					
		I-78216	214-43500-42600	SUPPLIES & MA DAWN,CLEAN ERASER,MR CLEAN	204408	16.82
01-02790	SUN GOLD SPORTS LLC					
		I-29312	214-43500-42650	UNIFORMS PELLA EMBROIDERY UNIFORMS	204463	210.00
01-03267	WALMART/CAPITAL ONE					
		I-8858.11052024	214-43500-42600	SUPPLIES & MA CLOROX WIPES	204477	33.24
01-04308	SANTEL COMMUNICATIONS C					
		I-11091396	214-43500-42800	UTILITIES - T ACCT #00212623-2	204448	30.00
01-06750	MITCHELL TELECOM					
		I-11065380	214-43500-42800	UTILITIES - T ACCT #00223662-2	204418	15.18
		I-11069638	214-43500-42800	UTILITIES - T ACCT #00024899-5	204418	165.86
01-08252	CORPORATE TRANSLATION S					
		I-284964	214-43500-42200	PROFESSIONAL TRANSLATION SERVICES	204399	34.33
01-09703	AMAZON CAPITAL SERVICES					
		I-1LQJ-61CP-CPRH	214-43500-42650	UNIFORMS NIEHOFF FULL ZIP FLEECE JACKET	204327	41.98

DEPARTMENT 3500 E-911 TOTAL: 1,177.40

FUND 214 E-911 EMERGENCY TOTAL: 1,177.40

PACKET : 07116 07117 07118
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
01-01117	FLEETPRIDE					
		I-120939652	218-45150-42500	REPAIR AND MA SIDE TURN LIGHT MOUNT FLANGE	204376	162.14
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01198	SIGN PRO					
		I-74109	218-45150-42320	ADVERTISING VANS LETTERING	204455	725.00
	PROJ: E01-ADS	5311-FY18/19		Marketing/Ads/Promotion		
01-01199	STURDEVANTS AUTO VALUE					
		I-815045924	218-45150-42500	REPAIR AND MA LICENSE PLATE FASTNERS	204461	7.08
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01322	LARRY'S I-90 SERVICE IN					
		I-104564	218-45150-42610	GAS OIL TIRES MOUNT & BALANCE TIRES	204400	927.20
	PROJ: E01-TIR	5311-FY18/19		Tires		
		I-104565	218-45150-42610	GAS OIL TIRES MOUNT & BALANCE TIRES	204400	927.20
	PROJ: E01-TIR	5311-FY18/19		Tires		
01-06708	CDW GOVERNMENT INC					
		I-AA99Q1W	218-45150-43411	COMPUTER HARD CRADLEPOINT FOR BUSES	204347	24,365.25
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
		I-AB1LY7S	218-45150-43411	COMPUTER HARD PANORAMA ANTENNAS KITS	204347	5,274.36
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
		I-AB2143W	218-45150-43411	COMPUTER HARD IPOD MOUNTER HOLDER FOR BUSES	204347	1,117.74
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
		I-AB3WJ8X	218-45150-43411	COMPUTER HARD IPADS FOR BUSES	204347	4,311.58
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
01-06750	MITCHELL TELECOM					
		I-11065380	218-45150-42800	UTILITIES ACCT #00223662-2	204418	2.01
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
01-07371	DICK'S BODY SHOP					
		I-B9573	218-45150-42500	REPAIR AND MA FRONT END ALIGNMENT 2 BUSES	204370	270.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-10414	MIDWAY SERVICE dba VOLL					
		I-74293	218-45150-42610	GAS OIL TIRES UNLEADED GAS	204410	7,370.79
				DEPARTMENT 5150 PALACE TRANSIT TOTAL:		45,460.35

PACKET : 07116 07117 07118
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
01-01018	AUTOMATIC BUILDING CONT					
		I-181133	218-45180-42500	REPAIR & MAIN ANNUAL FIRE ALARM MONITORING	204332	300.00
01-01830	NORTHWESTERN ENERGY					
		I-3358242-0.11.24	218-45180-42800	UTILITIES 300 W 1ST AVE	204423	1,327.63
01-02811	JONES SUPPLIES					
		I-149282	218-45180-42600	SUPPLIES & MA FOAM CUPS	204396	35.49
01-06750	MITCHELL TELECOM					
		I-11065380	218-45180-42800	UTILITIES ACCT #00223662-2	204418	0.07
				DEPARTMENT 5180 JVCC	TOTAL:	1,663.19
				FUND 218 COMMUNITY SERVICES	TOTAL:	47,123.54

PACKET : 07116 07117 07118
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
01-00483	COUNTY FAIR					
		I-11012024	219-45140-42911	CONTRACT SERV OCT 2024 DINE CARDS	204360	1,584.80
01-01221	MT VERNON SCHOOL DISTRI					
		I-11012024	219-45140-42911	CONTRACT SERV OCT 2024 SR MEALS-MT VERNON	204419	230.00
01-02811	JONES SUPPLIES					
		I-149176	219-45140-42605	MEAL SUPPLIES FOAM HINGED CONTAINERS	204396	101.73
01-06232	COBORNS INC					
		I-11042024	219-45140-42911	CONTRACT SERV OCT2024 DINE CARDS	204354	392.00
01-06750	MITCHELL TELECOM					
		I-11065380	219-45140-42800	UTILITIES ACCT #00223662-2	204418	1.06
01-09069	BIG DADDY D'S INC					
		I-943	219-45140-42911	CONTRACT SERV SR MEALS 10.21-25.2024	204338	2,270.10
		I-945	219-45140-42911	CONTRACT SERV SR MEALS 10.28-11.01.2024	204338	2,242.50
01-09633	STAPLES					
		I-6009257254	219-45140-42605	MEAL SUPPLIES REFILL NAPKINS	204458	48.95
		I-6014564554	219-45140-42605	MEAL SUPPLIES GLOVES	204458	31.80
		I-6014564555	219-45140-42605	MEAL SUPPLIES CUTLERY KIT SETS	204458	64.14
		I-6015549863	219-45140-42605	MEAL SUPPLIES GLOVES	204458	44.52
01-10414	MIDWAY SERVICE dba VOLL					
		I-74293	219-45140-42610	GAS, OIL, TIR UNLEADED GAS	204410	174.06
01-10569	THE DUGOUT					
		I-11062024	219-45140-42911	CONTRACT SERV OCT 2024 SR MEALS-TRIPP	204372	2,550.00

DEPARTMENT 5140 NUTRITION TOTAL: 9,735.66

FUND 219 NUTRITION TOTAL: 9,735.66

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 230 AIRPORT
DEPARTMENT: 3500 AIRPORT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1945732	230-43500-42600	SUPPLIES & MA TARP STRAP,OIL FILTER	204442	22.98
01-00436	CHS FARMERS ALLIANCE					
		I-IG0534	230-43500-42610	GAS & OIL AIRPORT RUBY FIELDMASTER	204352	134.05
01-01199	STURDEVANTS AUTO VALUE					
		I-815045211	230-43500-42500	REPAIR & MAIN AIR FILTER,BATTERY,BATT CABLES	204461	161.39
		I-815045959	230-43500-42500	REPAIR & MAIN FUEL CONSTRUCTION,FUEL FLEET	204461	39.31
01-01518	VERIZON WIRELESS					
		I-9977470776	230-43500-42800	UTILITIES ACCT #886931646-00001	204472	47.73
01-01830	NORTHWESTERN ENERGY					
		I-2585924-0.10.24	230-43500-42800	UTILITIES MITCHELL AIRPORT	204423	170.62
		I-2585926-5.10.24	230-43500-42800	UTILITIES AIRPORT SECURITY GATE	204423	13.38
		I-2585934-9.10.24	230-43500-42800	UTILITIES MITCHELL AIRPORT 5	204423	616.40
		I-2585936-4.10.24	230-43500-42800	UTILITIES 5971 AIRPORT RD BLDG 24	204423	38.80
		I-2585992-7.10.24	230-43500-42800	UTILITIES 6601 N MAIN	204423	213.90
		I-2830030-9.10.24	230-43500-42800	UTILITIES NG RD AND HWY 37 AP SIGN	204423	13.20
01-02679	MENARD'S INC					
		I-78197A	230-43500-42600	SUPPLIES & MA MOUSE TRAP,WIPES,PRY BAR SETS	204408	84.05
01-03100	CENTURY LINK					
		I-333866399.10.24	230-43500-42800	UTILITIES ACCT #333866399	204350	67.06
01-03678	INTERSTATE OFFICE PRODU					
		I-01EE4996	230-43500-42600	SUPPLIES & MA PAD,FILE FOLDERS,NOTEBOOK	204390	42.40
01-06750	MITCHELL TELECOM					
		I-11067831	230-43500-42800	UTILITIES ACCT #00248999-0	204418	72.95
01-08691	QUALITY CUT LAWN & TREE					
		I-2024-22RPE#1-2024	230-43500-42520	SNOW REMOVAL 2024-22R P.E. #1-2024	204437	10,000.00
		I-2024-22RPE#2-2024	230-43500-42520	SNOW REMOVAL 2024-22R P.E. #2-2024	204437	10,000.00

DEPARTMENT 3500 AIRPORT TOTAL: 21,738.22

FUND 230 AIRPORT TOTAL: 21,738.22

PACKET : 07116 07117 07118
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-1946291	602-43330-42600	SUPPLIES & MA SHOP TOWELS,GORILLA TAPE	204442	55.95
01-00436	CHS FARMERS ALLIANCE					
		I-IZ6903	602-43330-42600	SUPPLIES & MA PROPANE BOTTLE FILL	204352	27.97
01-01518	VERIZON WIRELESS					
		I-9977470776	602-43330-42800	UTILITIES ACCT #886931646-00001	204472	95.46
01-01830	NORTHWESTERN ENERGY					
		I-2585902-6.10.24	602-43330-42800	UTILITIES 2800 N MAIN ST	204423	8,182.82
		I-2586002-4.10.24	602-43330-42800	UTILITIES N LAKE MITCHELL	204423	62.88
01-04312	USA BLUEBOOK					
		I-INV00534085	602-43330-42600	SUPPLIES & MA FLUORIDE REAGENT,HOLE SAW	204471	284.94
01-04692	B-Y WATER DISTRICT					
		I-06771.11.24	602-43330-42850	B-Y WATER CHA OCT 2024 WATER USAGE	204334	89,773.74
01-07598	AQUA-PURE INC					
		I-MITSD2411	602-43330-42620	CHEMICAL SERV SODIUM TRIPOLYPHOSPHATE	204329	3,375.00
01-08281	VESTIS					
		I-6380235408	602-43330-42600	SUPPLIES & MA MAT CLEANING	204476	53.95
01-10414	MIDWAY SERVICE dba VOLL					
		I-74293	602-43330-42610	GAS & FUEL UNLEADED GAS	204410	277.54

DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL: 102,190.25

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00041	RICE LAKE WEST						
		I-2020-20 P.E. #18	602-43340-43355	ABOVE GROUND	2020-20 P.E. #18	204441	106,440.60
01-00356	QUALIFIED PRESORT						
		I-2279-8459	602-43340-42660	POSTAGE	POSTAGE 10.16-31.2024	204436	24.85
01-00424	RUNNINGS SUPPLY INC						
		I-1944308	602-43340-42600	SUPPLIES & MA	FUEL BARE,BATERY	204442	199.99
		I-1945117	602-43340-42600	SUPPLIES & MA	BATTERY	204442	249.99
		I-1948786	602-43340-42600	SUPPLIES & MA	SOCKET HEX,BULK PRODUCTS	204442	6.39
		I-1949062	602-43340-42600	SUPPLIES & MA	SAW BLADE	204442	20.94
01-00532	A-OX WELDING SUPPLY CO						
		I-0000314780	602-43340-42600	SUPPLIES & MA	CO2 CYLINDER FILL	204325	22.50
01-01054	JAMES VALLEY LANDSCAPE						
		I-2006348	602-43340-42500	REPAIR & MAIN	VALVE BOX RECT 12"	204391	31.49
01-01199	STURDEVANTS AUTO VALUE						
		I-815045207	602-43340-42600	SUPPLIES & MA	OIL,AIR,CABIN FILTER,AIRCLEANE	204461	209.90
		I-815045953	602-43340-42600	SUPPLIES & MA	FUEL FILTER	204461	45.08
01-01239	BUTLER MACHINERY INC						
		I-13PS0083641	602-43340-42600	SUPPLIES & MA	FILTERS	204344	209.72
		I-13PS0083764	602-43340-42600	SUPPLIES & MA	AXLE,BRAKE,BACKHOES PARTS	204344	667.42
01-01964	DAKOTA SUPPLY GROUP						
		I-S104208433.001	602-43340-42600	SUPPLIES & MA	STIFFENER CTS,ACCT 700	204363	71.44
01-02470	CORE & MAIN LP						
		I-V598523	602-43340-42525	HYDRANT REPAI	WATEROUS HYDRANTS	204357	27,978.62
		I-V794008	602-43340-43312	VALVE REPLACE	DI BODY,GASKETS,COUPLINGS	204357	21,636.62
		I-V844900	602-43340-42600	SUPPLIES & MA	ADAPTOR,METER COUPLING	204357	1,726.68
		I-V855897	602-43340-43312	VALVE REPLACE	BOALING 2-BOLT CPLNG,GV OIL	204357	1,219.74
		I-V912561	602-43340-43312	VALVE REPLACE	VALVES,FLOW CONTROL,PVC	204357	11,684.36
		I-V912577	602-43340-43312	VALVE REPLACE	REGULAR GASKET,T-HEAD	204357	485.51
01-02679	MENARD'S INC						
		I-78138	602-43340-42600	SUPPLIES & MA	ADAPTORS,PVC PIPES,HOSE CLAMP	204408	12.77
01-03678	INTERSTATE OFFICE PRODU						
		I-01EE5953	602-43340-42600	SUPPLIES & MA	PENS,FOLDERS	204390	10.82
01-06294	BROSZ ENGINEERING INC						
		I-2024-2 P.E. #11	602-43340-42225	PROFESSIONAL	2024-2 P.E. #11	204341	10,410.00
01-09869	MCLAURY ENGINEERING INC						
		I-2022-26 P.E. #12	602-43340-43334	3RD & MAIN	2022-26 P.E. #12	204405	828.00

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-10414	MIDWAY SERVICE dba VOLL						
		I-74293	602-43340-42610	GAS & FUEL	UNLEADED GAS	204410	1,255.18
				DEPARTMENT 3340	WATER DISTRIBUTION	TOTAL:	185,448.61
				FUND 602	WATER	TOTAL:	287,638.86

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 604 SEWER
DEPARTMENT: 3200 WASTE WATER TREATMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR						
		I-3923/1	604-43200-42600	SUPPLIES	ALKALINE BATTERIES	204373	21.98
01-00356	QUALIFIED PRESORT						
		I-2279-8459	604-43200-42660	POSTAGE	POSTAGE 10.16-31.2024	204436	21.20
01-00424	RUNNINGS SUPPLY INC						
		I-1948196	604-43200-42650	UNIFORMS	VERMEULEN BOOTS	204442	68.00
		I-1949401	604-43200-42650	UNIFORMS	KING JEANS, SOCKS EE REIMBURSE	204442	46.98
		I-1949412	604-43200-42650	UNIFORMS	DAVIS JEANS,GLOVES, LOGOD HOOD	204442	199.96
01-00750	FISHER SCIENTIFIC						
		I-6768668	604-43200-42600	SUPPLIES	CULTURTEK	204375	34.50
01-01020	CENTRAL ELECTRIC COOPER						
		I-12550001.11.24	604-43200-42800	UTILITIES	41151 256TH ST	204349	11,315.00
01-01021	JOHN T JONES CONSTRUCTI						
		I-2022-1 P.E. #3	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #3	204394	1,439,173.23
01-01117	FLEETPRIDE						
		I-121228767	604-43200-42600	SUPPLIES	DISCHARGE HOSE	204376	111.99
01-01518	VERIZON WIRELESS						
		I-9977470776	604-43200-42800	UTILITIES	ACCT #886931646-00001	204472	47.73
01-03267	WALMART/CAPITAL ONE						
		I-9237.10302024	604-43200-42650	UNIFORMS	WAGAMAN JEANS	204477	91.92
01-03540	JOSEPH KING						
		I-11062024	604-43200-42700	TRAVEL, CONF,	REIMBURSE TESTING FEES	204397	60.00
01-06656	PREMIER PEST CONTROL LL						
		I-52639	604-43200-42600	SUPPLIES	AUG 2024 PEST CONTROL	204435	75.00
01-10414	MIDWAY SERVICE dba VOLL						
		I-74293	604-43200-42610	GAS & FUEL	UNLEADED GAS	204410	268.79

DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL: 1,451,536.28

PACKET : 07116 07117 07118
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-35449	604-43250-43317	CIPP	INSPECT 20" LINE UNDER HWY 37	204337	425.00
01-00424	RUNNINGS SUPPLY INC						
		I-1949408	604-43250-42600	SUPPLIES	DIESEL EXHAUST FLUID	204442	41.94
01-01020	CENTRAL ELECTRIC COOPER						
		I-12552001.11.24	604-43250-42800	UTILITIES	2824 S CAPITAL ST	204349	181.00
01-01199	STURDEVANTS AUTO VALUE						
		I-815045207	604-43250-42600	SUPPLIES	OIL,AIR,CABIN FILTER,AIRCLEANE	204461	7.93
		I-815045212	604-43250-42600	SUPPLIES	AIR FLEET,OIL FLEET	204461	215.71
01-01830	NORTHWESTERN ENERGY						
		I-2585907-5.10.24	604-43250-42800	UTILITIES	AIRPORT RD WST WTR	204423	74.78
		I-2828568-2.10.24	604-43250-42800	UTILITIES	5709 ISLAND CT	204423	149.87
		I-3907866-2.10.24	604-43250-42800	UTILITIES	1040 N HARMON DR LIFT	204423	131.92
01-01964	DAKOTA SUPPLY GROUP						
		I-S104215110.001	604-43250-42600	SUPPLIES	NONSHEAR PIPE CNCT,ACCT 2668	204363	188.05
		I-S104225397.001	604-43250-42600	SUPPLIES	FLEX COUPLING PVC,ACCT 2668	204363	542.64
01-02551	DAKOTA RIGGERS & TOOL S						
		I-0676892-IN	604-43250-42500	REPAIRS	TRIPOD & STEEL CABLE WINCH	204362	100.00
01-02880	THUNE TRUE VALUE & APPL						
		I-A579590	604-43250-42600	SUPPLIES	KEYS	204466	59.80
01-03678	INTERSTATE OFFICE PRODU						
		I-01EE4996	604-43250-42600	SUPPLIES	PAD,FILE FOLDERS,NOTEBOOK	204390	24.54
01-06294	BROSZ ENGINEERING INC						
		I-2024-2 P.E. #11	604-43250-42200	PROFESSIONAL	2024-2 P.E. #11	204341	15,615.00
01-06750	MITCHELL TELECOM						
		I-11065380	604-43250-42800	UTILITIES	ACCT #00223662-2	204418	0.28
01-09869	MCLAURY ENGINEERING INC						
		I-2022-26 P.E. #12	604-43250-43346	3RD & MAIN	2022-26 P.E. #12	204405	621.00
01-10414	MIDWAY SERVICE dba VOLL						
		I-74293	604-43250-42610	GAS	UNLEADED GAS	204410	342.83
01-10541	BUILDERS FIRST SOURCE						
		I-89938150	604-43250-42600	SUPPLIES	CONCRETE MIX	204343	36.00

DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL: 18,758.29

FUND 604 SEWER TOTAL: 1,470,294.57

PACKET : 07116 07117 07118
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
01-01198	SIGN PRO						
		I-74134	612-43220-42650	UNIFORMS	PLATT EMBROIDERY FEE	204455	5.00
01-01199	STURDEVANTS AUTO VALUE						
		I-815045213	612-43220-42600	SUPPLIES	BATTERY	204461	443.97
01-02418	SANITATION PRODUCTS INC						
		I-90955	612-43220-42600	SUPPLIES	SOLENOID	204447	256.55
01-02484	DARRINGTON WATER COND						
		I-60160.10.24	612-43220-42500	REPAIR & MAIN	WATER COOLER RENTAL	204364	23.00
					DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	728.52

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3230 WASTE COLLECTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT						
		I-2279-8459	612-43230-42660	POSTAGE	POSTAGE 10.16-31.2024	204436	21.20
01-00424	RUNNINGS SUPPLY INC						
		I-1943580	612-43230-42650	UNIFORMS	SIPES JEANS,BOOTS	204442	159.96
		I-1945983	612-43230-42650	UNIFORMS	DAVIS GLOVES	204442	29.76
		I-1948222	612-43230-42650	UNIFORMS	PLATT GLOVES	204442	57.98
01-00436	CHS FARMERS ALLIANCE						
		I-IZ6875	612-43230-42500	REPAIRS	MOUNT TIRES	204352	240.00
01-08014	VERN EIDE CHEVROLET GMC						
		I-10232024	612-43230-43405	PICKUP	2024 CHEVROLET SILVERADO 1500	204473	39,984.00
01-09582	TRAVIS PLATT						
		I-11072024	612-43230-42650	UNIFORMS	REIMBURSE LOGOD JACKET	204433	53.99

DEPARTMENT 3230 WASTE COLLECTION TOTAL: 40,546.89

PACKET : 07116 07117 07118
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
01-00130	DAVISON COUNTY TREASURE						
		I-10292024	612-43240-42600	SUPPLIES	2024 CHEVY SILVERADO PICKUP	204366	26.70
01-00236	BENDER SEWER & DRAIN LL						
		I-35431	612-43240-42500	REPAIR AND MA	CLEANOUT 60' DEEP LIFT STATION	204337	3,475.00
01-00436	CHS FARMERS ALLIANCE						
		I-IZ7072	612-43240-42500	REPAIR AND MA	LANDFILL SERVICE CALL	204352	165.00
01-01117	FLEETPRIDE						
		I-121012125	612-43240-42600	SUPPLIES	LED MINIBAR	204376	372.84
		I-121228807	612-43240-42600	SUPPLIES	SOLVENT,AREOSOL,CORROSION	204376	181.16
01-01199	STURDEVANTS AUTO VALUE						
		I-815045214	612-43240-42600	SUPPLIES	AIR,OIL,FUEL,HYDRAULIC FILTERS	204461	161.15
		I-815045955	612-43240-42600	SUPPLIES	MIRO FUSED CIRCUIT	204461	15.98
		I-815045956	612-43240-42600	SUPPLIES	ABSORBENT FLOOR DRY	204461	95.34
01-01239	BUTLER MACHINERY INC						
		I-04PS0779925	612-43240-42500	REPAIR AND MA	SEAL O-RINGS	204344	36.55
01-02017	DAVISON RURAL WATER SYS						
		I-5095.11.24	612-43240-42800	UTILITIES	OCT 2024 WATER USAGE	204368	48.95
01-02418	SANITATION PRODUCTS INC						
		I-2023-35 P.E. #1	612-43240-43410	DUMP TRUCK	2023-35 P.E. #1	204447	45,565.00
01-02484	DARRINGTON WATER COND						
		I-49197.10.24	612-43240-42500	REPAIR AND MA	WATER COOLER RENTAL	204364	39.00
01-02527	TRANSOURCE						
		I-41P53564	612-43240-42500	REPAIR AND MA	SENSOR	204468	2,356.50
01-02939	DEPARTMENT OF AGRICULTU						
		I-11072024	612-43240-42210	STATE GARBAGE	OCT 2024 SOLID WASTE SURCHARGE	204369	3,496.22
01-10414	MIDWAY SERVICE dba VOLL						
		I-74293	612-43240-42610	GAS & OIL	UNLEADED GAS	204410	157.59
01-10554	MIDWEST OIL COMPANY						
		I-1031815	612-43240-42600	SUPPLIES	VP ULTRA POWER,BRAKE BLAST	204412	372.98

DEPARTMENT 3240 LANDFILL TOTAL: 56,565.96

FUND 612 SANITATION TOTAL: 97,841.37

PACKET : 07116 07117 07118
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
01-01518	VERIZON WIRELESS					
		I-9977470776	614-45250-42800 UTILITIES	ACCT #886931646-00001	204472	42.73
				DEPARTMENT 5250 GOLF COURSE	TOTAL:	42.73
				FUND 614 GOLF COURSE	TOTAL:	42.73

PACKET : 07116 07117 07118
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
01-01830	NORTHWESTERN ENERGY						
		I-3394102-2.10.24	619-45220-42800	UTILITIES	2601 N MAIN ST	204423	738.17
		I-3988458-0.10.24	619-45220-42800	UTILITIES	2601 N MAIN ST SHWR	204423	12.95
01-03100	CENTURY LINK						
		I-334168265.11.24	619-45220-42800	UTILITIES	ACCT #334168265	204350	46.60
01-06750	MITCHELL TELECOM						
		I-11066196	619-45220-42800	UTILITIES	ACCT #00028238-4	204418	72.95
01-09665	CITY OF MITCHELL						
		I-11042024	619-45220-42935	BID TAX	OCT 2024 HOTEL TAX	204353	186.00

DEPARTMENT 5220 CAMPGROUND TOTAL: 1,056.67

FUND 619 CAMPGROUND TOTAL: 1,056.67

PACKET : 07116 07117 07118
VENDOR SET: Mult
FUND : 621 EMERGENCY MEDICAL SERVICE
DEPARTMENT: 4600 EMS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00532	A-OX WELDING SUPPLY CO						
		I-0000314782	621-44600-42600	SUPPLIES	O2 CYLINDER FILL	204325	50.85
01-01518	VERIZON WIRELESS						
		I-9977470776	621-44600-42800	UTILITIES	ACCT #886931646-00001	204472	102.28
01-02700	HENRY SCHEIN INC						
		I-18680316	621-44600-42600	SUPPLIES	INSTANT HOT,FITTED SHEETS,ECG	204384	515.46
		I-18680317	621-44600-42600	SUPPLIES	PILLOW CASES	204384	81.64
01-03267	WALMART/CAPITAL ONE						
		I-8940.10242024	621-44600-42600	SUPPLIES	SCREEN PROTECTOR	204477	13.88
01-03904	GORDON E HARPER						
		I-100724	621-44600-42700	TRAVEL, TRAIN	CISM CLASS	204382	1,050.00
01-08978	BUHL'S DRYCLEANERS & LI						
		I-86864	621-44600-42500	REPAIRS & MAI	LAUNDRY SERVICE	204342	20.00
		I-94127	621-44600-42500	REPAIRS & MAI	LAUNDRY SERVICE	204342	17.50
01-09962	QUICK MED CLAIMS						
		I-INV39125	621-44600-42250	CONTRACT-QMC	OCT 2024 MONTHLY CONTRACT	204438	3,802.43
01-10414	MIDWAY SERVICE dba VOLL						
		I-74293	621-44600-42610	GAS & OIL	UNLEADED GAS	204410	690.69

DEPARTMENT 4600 EMS TOTAL: 6,344.73

FUND 621 EMERGENCY MEDICAL SERVICETOTAL: 6,344.73

PACKET : 07116 07117 07118
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
01-03849	SMART COMMERCIAL CONSTR					
		I-11072024	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	204457	2,000.00
01-03864	KELLIE HALVORSON					
		I-11072024	700-45300-42900	BID DEPOSITS HYDRANT METER DEPSOIT REFUND	204381	2,000.00
01-04015	CORN PALACE					
		I-11012024	700-45300-42904	CORN PALACE G RAISE EM RANK PROCEEDS	204359	3,368.46
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	7,368.46
				FUND 700 AGENCY FUNDS	TOTAL:	7,368.46
					REPORT GRAND TOTAL:	2,182,398.61

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
2024-2025	101-3699	REFUNDS AND REI*NON-EXPENS	491.30	83,000-	51,822.47				
	101-41110-42300	LEGAL PUBLICATIONS	483.38	13,000	2,546.20				
	101-41220-42600	SUPPLIES & MATERIALS	48.80	500	170.44				
	101-41220-42800	UTILITIES-TELEPHONE	2.42	250	106.41				
	101-41410-42610	WEST GROUP LAW DATABASE	824.82	14,000	5,492.95				
	101-41410-42700	TRAVEL, CONF & DUES	665.00	6,200	2,174.89				
	101-41410-42810	UTILITIES-TELEPHONE	1.25	100	94.06				
	101-41420-42600	SUPPLIES & MATERIALS	113.32	3,000	88.90				
	101-41420-42620	CHECKS, RCPTS, FORMS	469.90	2,080	710.52-	Y			
	101-41420-42700	TRAVEL	215.64	7,850	3,475.79				
	101-41420-42800	UTILITIES - TELEPHONE	4.25	260	85.14				
	101-41440-42210	PROFESSIONAL SERVICES	88.00	18,221	4,206.00				
	101-41440-42215	WELLNESS	1,479.80	3,500	1,754.60				
	101-41440-42800	UTILITIES	0.96	250	97.66				
	101-41920-42520	REPAIR-CITY HALL	66.84	3,100	9,146.44-	Y			
	101-41920-42810	UTILITIES-STORAGE BLDG	181.11	2,600	445.49				
	101-41920-42811	UTILITIES-CITY HALL	1,797.22	21,000	2,650.19				
	101-41935-42615	POSTAGE	321.35	7,000	1,108.81				
	101-41935-42850	UTILITIES/TELEPHONE	2,495.88	30,200	3,679.69				
	101-42110-42200	PROFESSIONAL SERVICES	244.28	29,581	17,814.48				
	101-42110-42500	REPAIR & MAINTENANCE	477.77	21,369	11,298.51-	Y			
	101-42110-42600	SUPPLIES	4,916.85	35,055	4,287.82				
	101-42110-42610	GAS OIL TIRES	3,761.68	60,000	18,784.75				
	101-42110-42640	UNIFORM ALLOWANCE	2,453.90	7,000	39,043.97-	Y			
	101-42110-42700	TRAVEL, CONF & DUES	730.00	10,000	2,286.49				
	101-42110-42800	TELEPHONE	29.53	16,000	4,309.86				
	101-42110-42810	UTILITIES	57.50	12,150	6,400.64				
	101-42110-42905	CRIME PREVENTION	19.97	675	234.02				
	101-42110-42940	EMERGENCY RESPONSE UNIT	714.80	1,500	0.00				
	101-42110-42980	VEHICLE TOWING	205.00	5,500	3,110.00				
	101-42130-42500	REPAIRS	14.99	3,000	1,642.75-	Y			
	101-42130-42520	EMERGENCY SIREN UTILITIES	174.16	2,700	99.63				
	101-42130-42530	TRAFFIC LIGHTS MAINT	89.88	12,500	3,832.71				
	101-42130-42540	SIGNS	298.00	16,000	7,909.40				
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	669.15	0	112,873.27-	Y			
	101-42130-42610	GAS, OIL, TIRES	291.37	5,000	440.34				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	881.90	38,000	7,389.39				
	101-42130-42820	TELEPHONE	135.47	1,200	68.94-	Y			
	101-42130-42835	UTILITIES-STREET LIGHTS	22,103.24	253,000	20,951.34				
	101-42200-42500	REPAIR & MAINTENANCE	845.95	16,050	13,859.61-	Y			
	101-42200-42600	SUPPLIES	1,006.17	15,650	2,307.85-	Y			
	101-42200-42610	GAS & OIL	183.67	7,800	602.16				
	101-42200-42640	UNIFORMS	126.39	6,200	2,350.18				
	101-42200-42800	TELEPHONE	1.78	2,800	2,200.98-	Y			
	101-42200-42810	UTILITIES	3,078.93	46,000	12,654.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	101-43100-42500	REPAIRS	438.68	16,000	29,680.27-	Y			
	101-43100-42600	SUPPLIES	4,987.58	140,000	7,452.25				
	101-43100-42610	GAS	751.87	105,000	41,465.26				
	101-43100-42620	ASPHALT MIX	8,546.30	80,000	33,335.20				
	101-43100-42650	UNIFORMS	38.00	3,600	1,634.88				
	101-43100-42800	UTILITIES	1.96	15,000	5,603.77				
	101-43110-42500	REPAIRS	174.72	700	2,629.32-	Y			
	101-43110-42600	SUPPLIES	219.34	4,000	1,450.76				
	101-43110-42610	GAS	895.05	6,000	1,722.86-	Y			
	101-43110-42700	TRAVEL CONF DUES	100.00	5,000	433.67				
	101-43110-42800	UTILITIES	88.89	2,000	294.50				
	101-43110-42916	NUISANCE ABATEMENT	2,735.31	15,000	4,801.59				
	101-43120-42200	PROF SERVICES-DESIGN	60.00	60,000	15,194.67				
	101-43120-43300	STREET OVERLAY MAINT	2,364.41	1,905,075	843,143.53				
	101-43120-43310	PARKING LOT/ALLEY PAVING	2,348.00	100,000	13,958.50				
	101-43120-43312	WEST END BRIDGE	1,640.00	318,000	297,188.54				
	101-43130-43500	SNOW REMOVAL EQUIPMENT	25,877.64	20,000	5,877.64-	Y			
	101-43150-42500	REPAIR & MAINTENANCE	360.07	4,500	1,963.81				
	101-43150-43307	3RD & MAIN	1,449.00	177,378	4,719.53-	Y			
	101-43700-42510	HEADSTONE REPAIR & MAINTEN	360.00	4,500	1,340.00				
	101-43700-42600	SUPPLIES & MATERIALS	131.21	16,000	3,384.50				
	101-43700-42800	UTILITIES	73.30	5,000	369.03				
	101-44120-42800	UTILITIES-POUND	137.91	3,400	1,409.79				
	101-44120-42900	IMPOUNDING DOGS	1,250.00	16,200	3,245.39				
	101-45500-42600	SUPPLIES & MATERIALS	21.97	11,000	2,860.80				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	1,683.78	21,650	2,865.48				
	101-45500-42800	UTILITIES	3,047.01	42,500	9,629.94				
	101-45500-43420	BOOKS	1,424.95	47,000	15,196.74				
	101-45500-43421	AUDIO-VISUAL	63.99	4,000	1,474.90				
	201-346369	REFUNDS AND REI*NON-EXPENS	391.29-	10,000-	3,352.99-				
	201-45110-42250	PROGRAMMING SERVICES	3,867.00	14,000	2,255.11				
	201-45110-42550	REPAIR & MAINT-AQUATICS	3,068.00	9,000	2,632.07				
	201-45110-42750	TRAVEL, CONF, DUES-AQUATIC	140.00	0	140.00-	Y			
	201-45110-42800	UTILITIES	1.91	400	111.28				
	201-45140-42300	PUBLISHING	1,354.00	51,220	6,539.41				
	201-45140-42500	REPAIR & MAINTENANCE	19,040.37	32,872	69,702.60-	Y			
	201-45140-42600	SUPPLIES & MATERIALS	489.71	34,219	7,620.87				
	201-45140-42601	CONCESSION SUPPLIES	1,431.91	12,000	702.12				
	201-45140-42650	UNIFORMS	15.00	1,250	214.13				
	201-45140-42800	UTILITIES	111.80	174,300	43,042.65				
	201-45160-42500	REPAIR & MAINTENANCE	67.93	87,133	1,614.77-	Y			
	201-45160-42600	SUPPLIES & MATERIALS	210.61	55,147	15,214.90				
	201-45160-42610	GAS & FUEL	468.40	13,500	2,296.54				
	201-45160-42800	UTILITIES	2,447.17	150,220	36,193.35				
	201-45210-42500	REPAIR & MAINTENANCE	1,174.42	41,150	9,923.30				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	201-45210-42600	SUPPLIES & MATERIALS	221.36	64,600	1,160.20-	Y			
	201-45210-42800	UTILITIES	372.95	60,000	7,227.87				
	201-45210-42850	UTILITIES-VETERAN'S PARK	58.69	4,800	221.39				
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	10,459.70	449,717	397,434.17				
	201-45220-42600	SUPPLIES & MATERIALS	66.00	900	56.46				
	201-45220-42650	UNIFORMS	239.75	500	260.25				
	201-45220-42800	UTILITIES	49.43	640	150.51				
	202-45650-42500	REPAIRS & MAINTENANCE	4,681.07	72,530	5,283.12				
	202-45650-42600	SUPPLIES & MATERIALS	848.93	53,490	6,417.10				
	202-45650-42610	COST OF GOODS SOLD	2,648.49	182,000	21,183.98-	Y			
	202-45650-42620	GAS & FUEL	102.49	1,500	264.44-	Y			
	202-45650-42650	UNIFORMS	30.00	1,500	808.11				
	202-45650-42800	UTILITIES	6,931.02	90,000	21,371.16				
	202-45650-42905	ENTERTAINMENT	3,261.04	221,250	26,662.38-	Y			
	202-45650-42925	CHRISTMAS AT THE PALACE	1,500.00	1,500	0.00				
	203-45220-42550	TESTING	1,074.03	6,400	2,256.10-	Y			
	203-45220-43300	LAKE IMPROVEMENTS	30,660.00	6,000,000	5,102,701.59				
	211-46311-42960	CONV VISITORS BUR	20,800.00	250,000	21,200.00				
	214-43500-42200	PROFESSIONAL SERVICES	34.33	3,700	2,312.18				
	214-43500-42500	REPAIRS & MAINTENANCE	629.99	3,700	3,006.03				
	214-43500-42600	SUPPLIES & MATERIALS	50.06	920	315.89				
	214-43500-42650	UNIFORMS	251.98	1,030	291.86				
	214-43500-42800	UTILITIES - TELEPHONE	211.04	3,154	1,222.59				
	218-45150-42320	ADVERTISING	725.00	900	308.32-	Y			
	218-45150-42500	REPAIR AND MAINTENANCE	439.22	8,500	2,760.12-	Y			
	218-45150-42610	GAS OIL TIRES	9,225.19	81,000	1,699.98				
	218-45150-42800	UTILITIES	2.01	1,553	57.95-	Y			
	218-45150-43411	COMPUTER HARDWARE	35,068.93	55,400	20,331.07				
	218-45180-42500	REPAIR & MAINTENANCE	300.00	4,000	1,563.95				
	218-45180-42600	SUPPLIES & MATERIALS	35.49	3,000	253.58				
	218-45180-42800	UTILITIES	1,327.70	28,464	7,619.37				
	219-45140-42605	MEAL SUPPLIES	291.14	4,000	3,117.74				
	219-45140-42610	GAS, OIL, TIRES	174.06	2,500	869.88				
	219-45140-42800	UTILITIES	1.06	405	248.92				
	219-45140-42911	CONTRACT SERVICES-MEALS	9,269.40	188,431	13,202.26				
	230-43500-42500	REPAIR & MAINTENANCE	200.70	14,280	1,777.74				
	230-43500-42520	SNOW REMOVAL CONTRACT	20,000.00	65,000	10,891.19				
	230-43500-42600	SUPPLIES & MATERIALS	149.43	8,500	3,336.44				
	230-43500-42610	GAS & OIL	134.05	5,700	3,404.31				
	230-43500-42800	UTILITIES	1,254.04	20,000	4,048.99				
	602-43330-42600	SUPPLIES & MATERIALS	422.81	17,500	8,267.88				
	602-43330-42610	GAS & FUEL	277.54	3,000	78.21-	Y			
	602-43330-42620	CHEMICAL SERVICE CONTRACT	3,375.00	32,000	6,526.00				
	602-43330-42800	UTILITIES	8,341.16	180,000	119,053.18				
	602-43330-42850	B-Y WATER CHARGES	89,773.74	925,000	115,193.24				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	602-43340-42225	PROFESSIONAL SERVICES	10,410.00	125,000	245,927.65-	Y			
	602-43340-42500	REPAIR & MAINTENANCE	31.49	18,850	11,847.80				
	602-43340-42525	HYDRANT REPAIRS	27,978.62	20,000	11,613.09-	Y			
	602-43340-42600	SUPPLIES & MATERIALS	3,453.64	125,300	8,110.76				
	602-43340-42610	GAS & FUEL	1,255.18	14,000	1,480.96				
	602-43340-42660	POSTAGE	24.85	10,000	1,525.81				
	602-43340-43312	VALVE REPLACEMENT-CITY	35,026.23	75,000	30,949.96				
	602-43340-43334	3RD & MAIN	828.00	114,233	10,177.25				
	602-43340-43355	ABOVE GROUND STORAGE	106,440.60	8,515,013	2,493,581.81				
	604-43200-42600	SUPPLIES	243.47	21,650	7,642.28-	Y			
	604-43200-42610	GAS & FUEL	268.79	10,000	3,206.98				
	604-43200-42650	UNIFORMS	406.86	1,750	188.35				
	604-43200-42660	POSTAGE	21.20	9,000	505.91				
	604-43200-42700	TRAVEL, CONF, DUES	60.00	2,500	1,366.94				
	604-43200-42800	UTILITIES	11,362.73	215,000	35,700.64-	Y			
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	1,439,173.23	29,829,861	26,246,646.53				
	604-43250-42200	PROFESSIONAL SERVICES	15,615.00	165,000	46,896.75				
	604-43250-42500	REPAIRS	100.00	22,000	9,324.53-	Y			
	604-43250-42600	SUPPLIES	1,116.61	50,000	2,545.75				
	604-43250-42610	GAS	342.83	6,000	2,128.45				
	604-43250-42800	UTILITIES	537.85	51,000	18,663.54				
	604-43250-43317	CIPP	425.00	555,000	457,908.50				
	604-43250-43346	3RD & MAIN	621.00	0	78,041.78-	Y			
	612-43220-42500	REPAIR & MAINTENANCE	23.00	5,000	4,099.04-	Y			
	612-43220-42600	SUPPLIES	700.52	19,000	10,616.60				
	612-43220-42650	UNIFORMS	5.00	750	578.05				
	612-43230-42500	REPAIRS	240.00	11,000	10,070.30-	Y			
	612-43230-42650	UNIFORMS	301.69	750	308.31				
	612-43230-42660	POSTAGE	21.20	8,000	453.32-	Y			
	612-43230-43405	PICKUP	39,984.00	40,000	16.00				
	612-43240-42210	STATE GARBAGE FEES	3,496.22	33,000	1,461.39				
	612-43240-42500	REPAIR AND MAINTENANCE	6,072.05	32,000	15,089.29				
	612-43240-42600	SUPPLIES	1,226.15	55,000	22,232.96				
	612-43240-42610	GAS & OIL	157.59	110,000	49,001.88				
	612-43240-42800	UTILITIES	48.95	12,000	683.87				
	612-43240-43410	DUMP TRUCK	45,565.00	200,000	2,759.63				
	614-45250-42800	UTILITIES	42.73	20,000	2,896.98				
	619-45220-42800	UTILITIES	870.67	19,750	4,275.45				
	619-45220-42935	BID TAX	186.00	3,800	1,136.00-	Y			
	621-44600-42250	CONTRACT-QMC	3,802.43	54,000	567.78				
	621-44600-42500	REPAIRS & MAINTENANCE	37.50	1,500	701.84				
	621-44600-42600	SUPPLIES	661.83	23,500	69,585.19-	Y			
	621-44600-42610	GAS & OIL	690.69	13,000	3,148.24				
	621-44600-42700	TRAVEL, TRAINING & CONFERE	1,050.00	11,165	1,801.75				
	621-44600-42800	UTILITIES	102.28	3,425	696.62				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	700-45300-42900	BID DEPOSITS	4,000.00	0	31,500.00-	Y			
	700-45300-42904	CORN PALACE GAMES	3,368.46	0	198,992.34-	Y			
	** 2024-2025 YEAR TOTALS **		2,182,398.61						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	491.30
101-1110	CITY COUNCIL	483.38
101-1220	CITY ADMINISTRATOR	51.22
101-1410	ATTORNEY'S OFFICE	1,491.07
101-1420	FINANCE	803.11
101-1440	HUMAN RESOURCES	1,568.76
101-1920	MUNICIPAL BUILDINGS	2,045.17
101-1935	INFORMATION TECHNOLOGY	2,817.23
101-2110	POLICE DEPARTMENT	13,611.28
101-2130	TRAFFIC DEPARTMENT	24,658.16
101-2200	FIRE DEPARTMENT	5,242.89
101-3100	STREET DEPARTMENT	14,764.39
101-3110	PUBLIC WORKS ADMIN	4,213.31
101-3120	STREET & SIDEWALK CONST	6,412.41
101-3130	SNOW REMOVAL	25,877.64
101-3150	STORM DRAINAGE	1,809.07
101-3700	CEMETERY	564.51
101-4120	ANIMAL CONTROL	1,387.91
101-5500	LIBRARY	6,241.70
101 TOTAL	GENERAL	114,534.51
201	NON-DEPARTMENTAL	391.29CR
201-5110	RECREATION & AQUATICS	7,076.91
201-5140	RECREATION CENTER	22,442.79
201-5160	SPORTS COMPLEXES	3,194.11
201-5210	PARKS	12,287.12
201-5220	SUPERVISION	355.18
201 TOTAL	PARK FUND	44,964.82

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
202-5650	CORN PALACE	20,003.04
202 TOTAL	CORN PALACE FUND	20,003.04
203-5220	LAKE	31,734.03
203 TOTAL	LAKE MITCHELL	31,734.03
211-6311	ENTERTAINMENT TAX	20,800.00
211 TOTAL	ENTERTAINMENT TAX	20,800.00
214-3500	E-911	1,177.40
214 TOTAL	E-911 EMERGENCY	1,177.40
218-5150	PALACE TRANSIT	45,460.35
218-5180	JVCC	1,663.19
218 TOTAL	COMMUNITY SERVICES	47,123.54
219-5140	NUTRITION	9,735.66
219 TOTAL	NUTRITION	9,735.66
230-3500	AIRPORT	21,738.22
230 TOTAL	AIRPORT	21,738.22
602-3330	WATER TREATMENT PLANT	102,190.25
602-3340	WATER DISTRIBUTION	185,448.61
602 TOTAL	WATER	287,638.86

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
604-3200	WASTE WATER TREATMENT	1,451,536.28
604-3250	WASTE WATER COLLECTION	18,758.29
604 TOTAL	SEWER	1,470,294.57
612-3220	RECYCLING PROGRAM	728.52
612-3230	WASTE COLLECTION	40,546.89
612-3240	LANDFILL	56,565.96
612 TOTAL	SANITATION	97,841.37
614-5250	GOLF COURSE	42.73
614 TOTAL	GOLF COURSE	42.73
619-5220	CAMPGROUND	1,056.67
619 TOTAL	CAMPGROUND	1,056.67
621-4600	EMS	6,344.73
621 TOTAL	EMERGENCY MEDICAL SERVICE	6,344.73
700-5300	AGENCY FUNDS	7,368.46
700 TOTAL	AGENCY FUNDS	7,368.46
	** TOTAL **	2,182,398.61

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
E01 5311-FY18/19	ADS	Marketing/Ads/Promotion	725.00
	MAINT	Maintenance/Repairs	439.22
	OFFUT	Office Utilities	2.01
	RAD	Radio Equipment	35,068.93
	TIR	Tires	1,854.40
		** PROJECT E01 TOTAL **	38,089.56
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	28.17
	42610	GAS-FUEL	78.00
		** PROJECT H01 TOTAL **	106.17
H04 BASEBALL	42800	UTILITIES	496.26
		** PROJECT H04 TOTAL **	496.26
H05 SOFTBALL	42800	UTILITIES	430.66
		** PROJECT H05 TOTAL **	430.66
H06 ARENA-NORTH RINK	42500	REPAIR-MAINTENANCE	39.76
	42600	SUPPLIES-MATERIALS	177.41
		** PROJECT H06 TOTAL **	217.17
H07 PEPSI COMPLEX	42600	SUPPLIES/MATERIALS	10.49
	42800	UTILITIES	1,472.52
		** PROJECT H07 TOTAL **	1,483.01
H13 ARENA-SOUTH RINK	42600	SUPPLIES-MAINTENANCE	21.98
		** PROJECT H13 TOTAL **	21.98
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	60.13
		** PROJECT H50 TOTAL **	60.13
H51 PARK SHOP	42500	REPAIR/MAINTENANCE	1,114.29
	42600	SUPPLIES/MATERIALS	99.90
		** PROJECT H51 TOTAL **	1,214.19
H55 DRY RUN CREEK PARK	42800	UTILITIES	16.81
		** PROJECT H55 TOTAL **	16.81
H58 JENNEWEIN PARK	42800	UTILITIES	15.63
		** PROJECT H58 TOTAL **	15.63

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H60 NORTHRIDGE PARK	42800	UTILITIES	7.78
		** PROJECT H60 TOTAL **	7.78
H61 PIONEER PARK	42800	UTILITIES	21.09
		** PROJECT H61 TOTAL **	21.09
H62 ROTARY PARK	42800	UTILITIES	15.08
		** PROJECT H62 TOTAL **	15.08
H63 VETERANS PARK	42850	UTILITES/VETERANS PARK	58.69
		** PROJECT H63 TOTAL **	58.69
H66 CAMP ARROYA	42800	UTILITIES	90.35
		** PROJECT H66 TOTAL **	90.35
H67 DAY CAMP	42800	UTILITIES	60.55
		** PROJECT H67 TOTAL **	60.55
H74 PUBLIC BEACH	42800	UTILITIES	70.10
		** PROJECT H74 TOTAL **	70.10
H76 SANDY BEACH	42800	UTILITIES	22.97
		** PROJECT H76 TOTAL **	22.97
H77 SPORTSMANS CLUB	42600	SUPPLIES/MATERIALS	120.00
		** PROJECT H77 TOTAL **	120.00
H87 PATTON YOUNG	43300	CAPITAL IMPROVEMENTS	10,433.00
		** PROJECT H87 TOTAL **	10,433.00
J03 REC CTR-WELLNESS/FITNESS	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	16.98
		** PROJECT J03 TOTAL **	16.98
J05 REC CTR CONCESSIONS	CONC SUP	CONCESSION SUPPLY	1,431.91
		** PROJECT J05 TOTAL **	1,431.91
J06 REC CTR-GENERAL BLDG	RM-BLDG	REPAIR/MAINT-BUILDING	365.00
	RM-ELEC	REPAIR/MAINT-ELECTRICAL	357.85
	RM-GENER	REPAIR/MAINT-GENERAL	420.00
	RM-HVAC	REPAIR/MAINT-HVAC	17,897.52

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	315.99
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	155.28
		** PROJECT J06 TOTAL **	19,511.64
J08 REC CTR PUBLISHING	ICAN	PUBLISHING-ICAN	750.00
	KMIT	PUBLISHING-KMIT	604.00
		** PROJECT J08 TOTAL **	1,354.00
J09 REC CTR UTILITIES	TV	UTILITIES-TV	111.80
		** PROJECT J09 TOTAL **	111.80
J10 REC CTR UNIFORMS	ADAM	UNIFORMS-ADAM	15.00
		** PROJECT J10 TOTAL **	15.00
J50 OUTDOOR AQUATIC CENTER	PROF FEE	CONCESSION CERTIFICATION	140.00
	RM-BLDG	REPAIR/MAINT-GENERAL BLDG	3,068.00
		** PROJECT J50 TOTAL **	3,208.00
W07 CORN PALACE FESTIVAL	42800	UTILITIES	12.00
		** PROJECT W07 TOTAL **	12.00

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:	November 18, 2024	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Kyle Zacher-Variance Permit		
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. Planning Commission motioned to recommend approval; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 11-12-24.		

City of Mitchell
SOUTH DAKOTA

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

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

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

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

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

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

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

- Description of Variance: 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.**

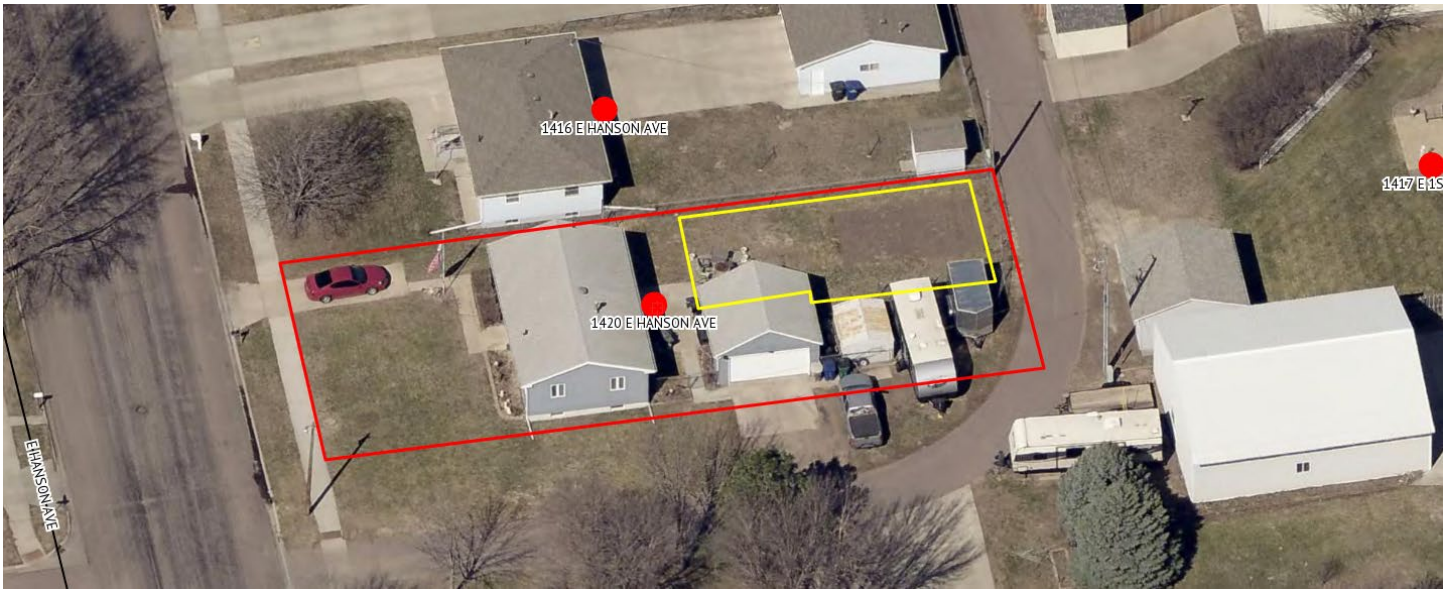
Property Address: **1420 E Hanson Ave**

Dated this 17th of October, 2024.

Kyle Zacher
APPLICANT

Kyle & Rhonda Zacher
OWNER

E 1ST AVE
S MARSHALL ST
E HANSON AVE
S TAYLOR ST
1401
1413
1417
1501
1505
1400
1404
1410
1416
1500
1504
1508
210
1403
1411
1415
1421
1501
1505
1509
Zacher, Kyle
1420 E Hanson
Variance Permit
Accessory building height of
30' vs 22'


1416 E HANSON AVE
1420 E HANSON AVE
E HANSON AVE

Kyle and Rhonda Zacher's

Request to get a variance

1420 East Hanson Avenue Mitchell, SD

1. Vehicles will be off the street

2. It will enhance the appeal and increase property value

3. Increase the storage and security for our vehicles - Protect them from the weather

4. We have been paying for a storage unit for the past 10 years and the prices are going up again, and would rather put the money into something we own and have everything under one roof.

5. The reason for the mezzanine is for storage, in the past 5 years we have been hit with 2 floods that pretty much took everything that we had stored away, including our kids and Rhonda's baby books, pictures, alot of sentimental items that we will never get back.

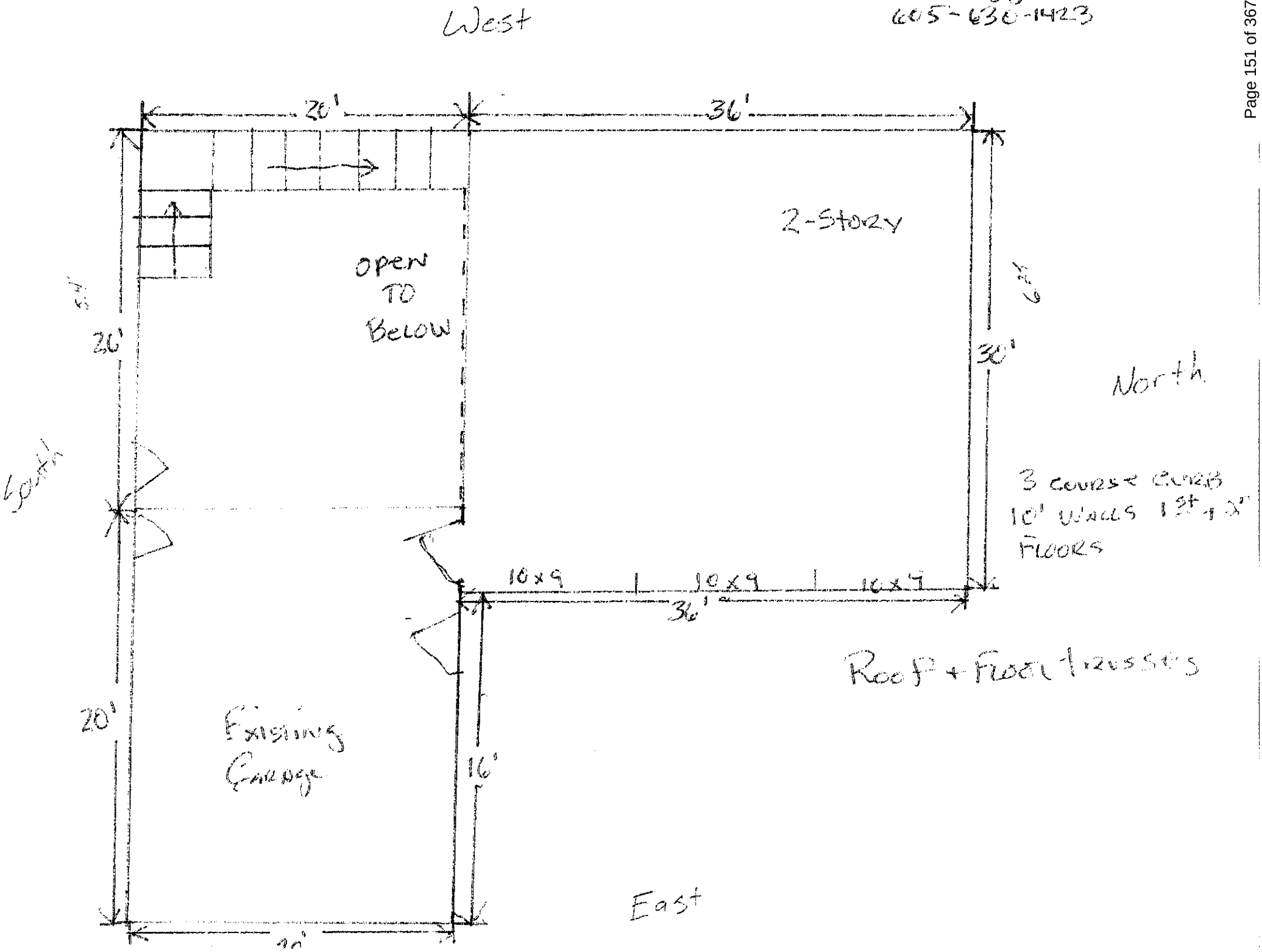
6. The replacement cost of replacing normal items such as deep freezers, beds, chests, hot water heater, and washer/dryer twice.

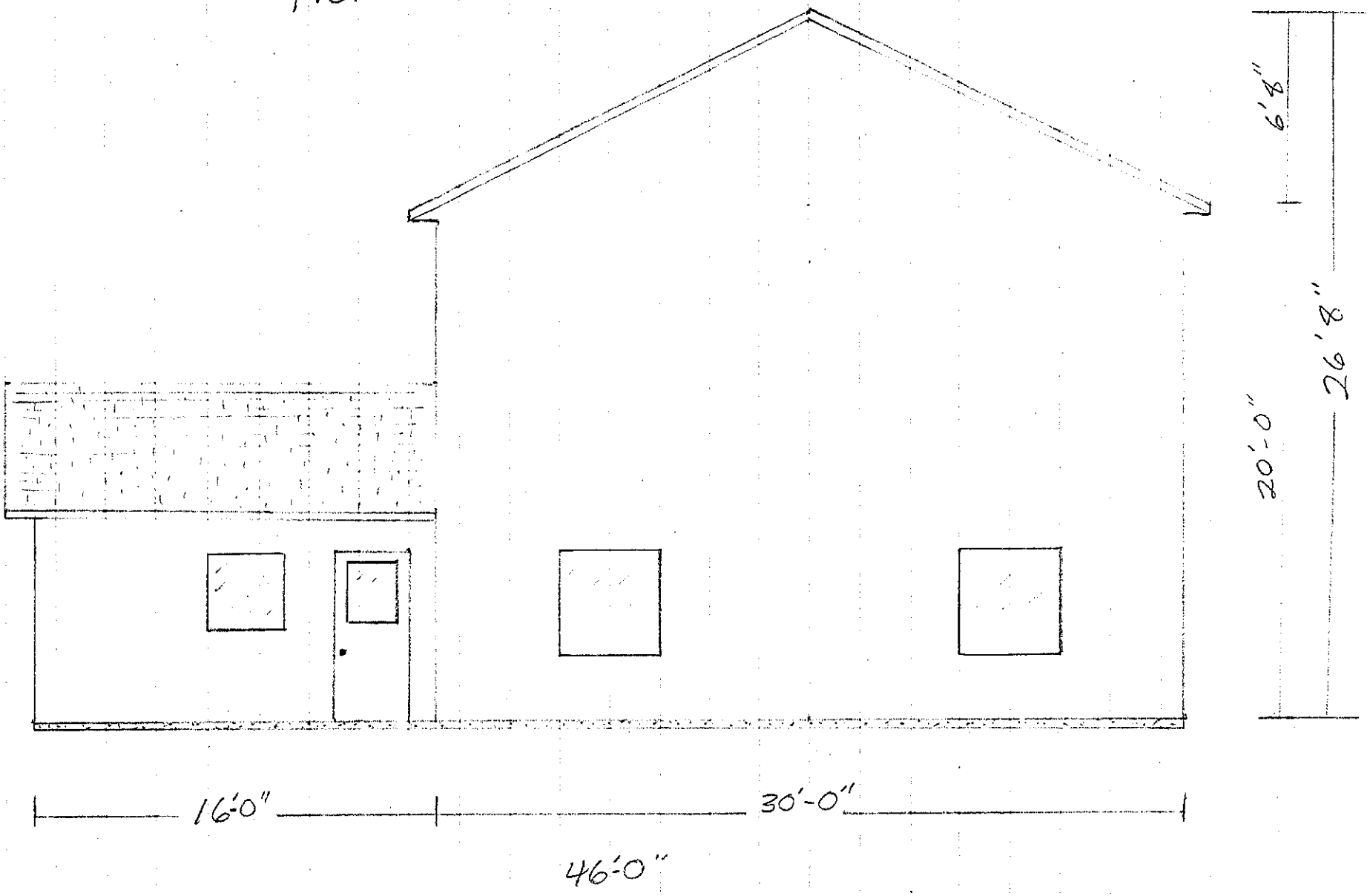
7. We are both employed, Rhonda has been with Walmart for 15 years and Kyle has been employed with Coke for 13 years. We do not even so much have any DUI or parking tickets. Our families are very important to us and we have skimped and saved for years, only to be destroyed by floods twice in 5 years.

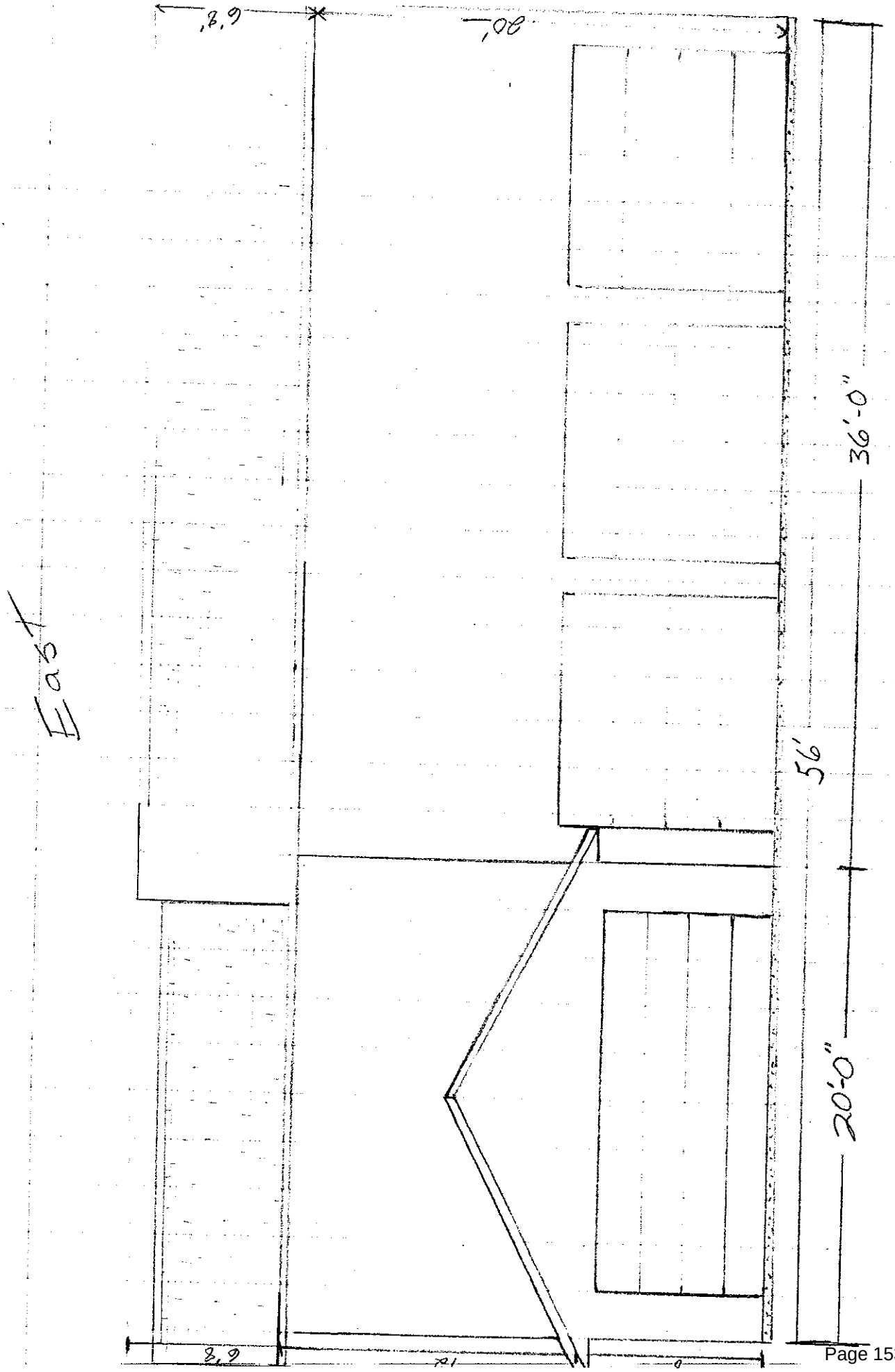
8. We both have excellent credit ratings and have talked to the bank and secured a loan with no problems at all.

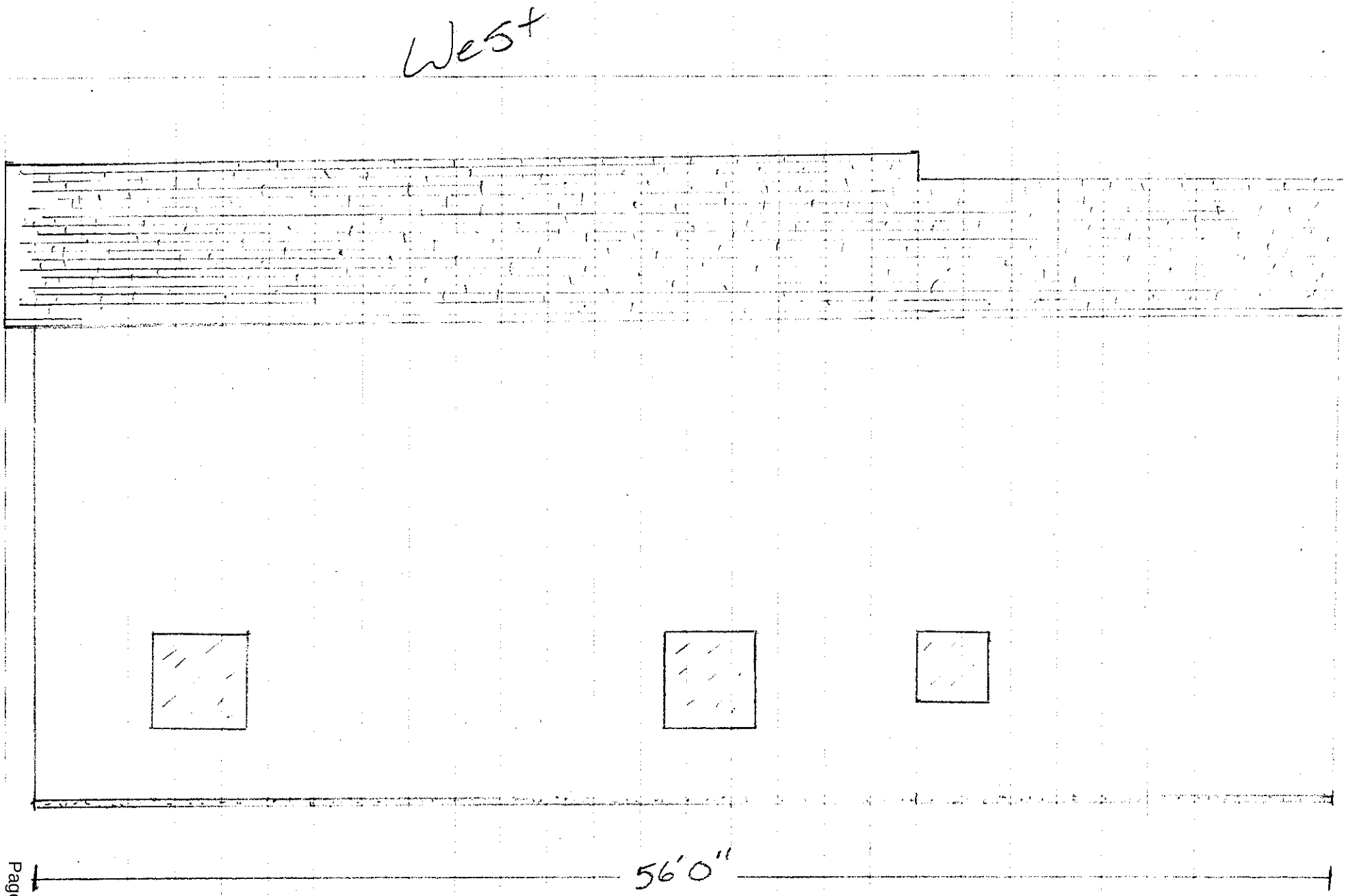
9. Kyle's Phone Number (605)595-8668 and Rhonda's phone number (605)999-1889.

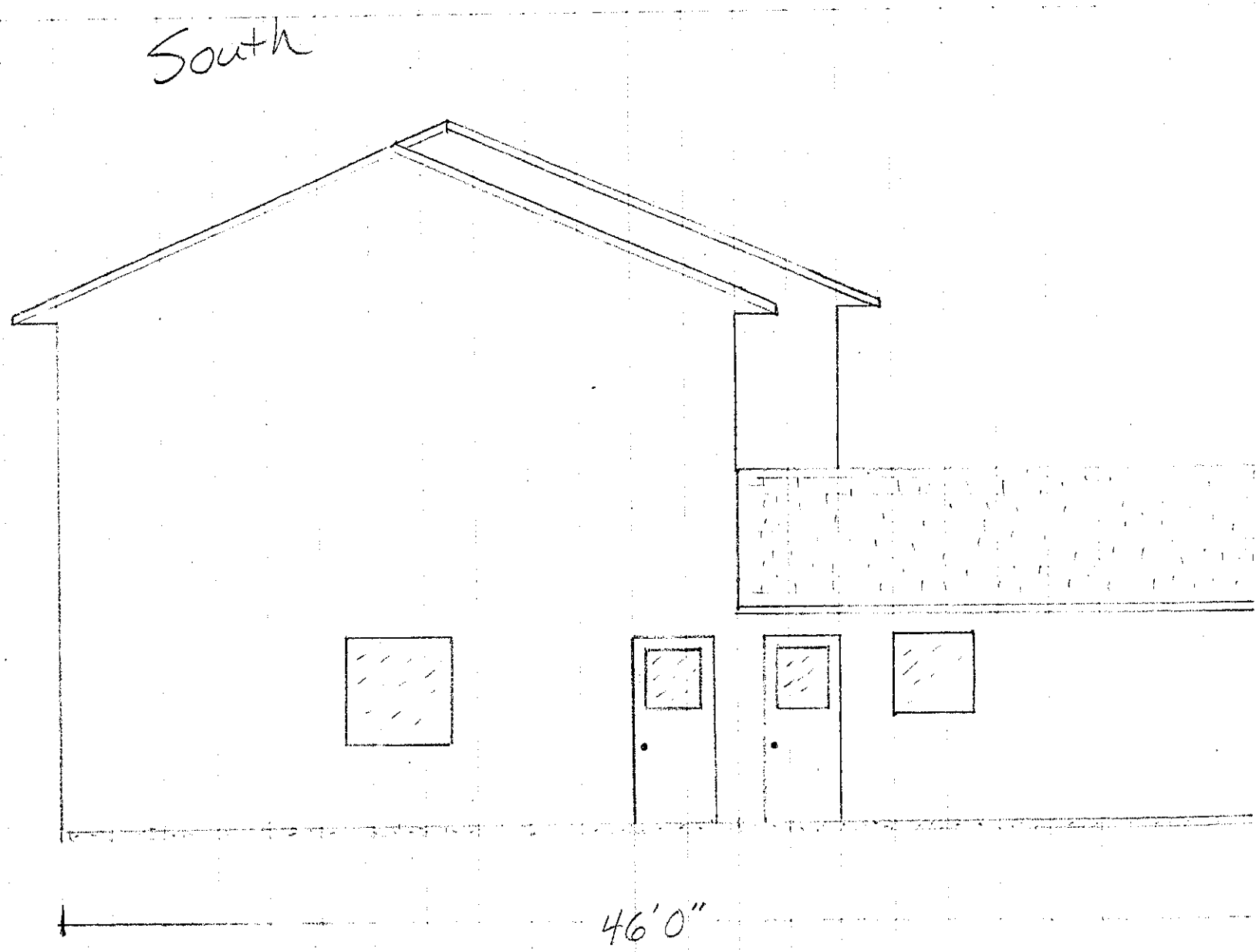
Travis Beggs
605-630-1423




North
6'8"
26'8"
20'-0"
16'-0"
30'-0"
46'-0"


East
36'-0"
56'
20'-0"


West
56'0"


South
46'0"

NOTICE OF HEARING

To: The Planning Commission, Board of Adjustment of the City of Mitchell, Mitchell South Dakota, and to the general public:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Tuesday November 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, November 18, 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 24th day of October, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 30th day of October, 2024
Approximate Cost:

Kyle & Rhonda Zacher
1420 E Hanson Ave
Mitchell, SD 57301

Larry & Jane Sexton
1317 E 1st Ave
Mitchell, SD 57301

Andrew & Teresa Ziehl
1413 E 1St Ave
Mitchell, SD 57301

Kenneth & Carmen Heppler
600 W Spruce St
Mitchell, SD 57301

Fredrick Kobold
25477 403rd Ave
Mitchell, SD 57301

Douglas Haas
1505 E 1st Ave
Mitchell, SD 57301

Richard & Tamara Schochenmaier
1404 E Hanson Ave
Mitchell, SD 57301

Bradley & Barbara Larson
1410 E Hanson Ave
Mitchell, SD 57301

Kerry Koedam
1416 E Hanson Ave
Mitchell, SD 57301

Richard & Debra Hohn
1500 E Hanson Ave
Mitchell, SD 57301

Dennis & Shirley Schoenfelder
1504 E Hanson Ave
Mitchell, SD 57301

Lucinda Stricker
1403 E Hanson Ave
Mitchell, SD 57301

Brian & Gay Schulte
1411 E Hanson Ave
Mitchell, SD 57301

Dennis & Judith Ruff
1415 E Hanson Ave
Mitchell, SD 57301

Kenneth & Barbara Koster
1421 E Hanson Ave
Mitchell, SD 57301

Calvin Muilenburg
1501 E Hanson Ave
Mitchell, SD 57301

Joann & Travis Hohrman
1505 E Hanson Ave
Mitchell, SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

October 30, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Tuesday, November 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Monday, November 18, 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 _____
OWNER

1500 E Hanson
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell SOUTH DAKOTA *Outside expectations*

October 30, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Tuesday, November 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Monday, November 18, 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 Dennis & Shirley Schoenfelder
OWNER

1504 East Hanson Ave.
ADDRESS

✓ APPROVE

_____ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	November 18, 2024	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on the following Alcohol License Applications		
Explanation/Background of Agenda Item Requested:	a. On the application to transfer PL-4700 Package (off-sale) 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 a 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 Year's 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) All required documents have been submitted for approval.		

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

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: Davison

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 _____

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 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 Chaudhari 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

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP, LLC TBM LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 1620 S Burr St, Mitchell, SD 57301 suite #4

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? [X] 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
HARSH CHAUDHARI	President	1601 S Burr St Mitchell, SD 57301	owner
Krishnaben Chaudhari	president	1601 S Burr St	owner
Tushar Shah	president	1601 S Burr St	owner
Ashok Kumar Chaudhari	president	1601 S Burr St	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 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**

HChaudhari 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 PL-4700 situated on (legal description) LOT 4 OF AMOCO IRREGULTER 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 MARSH A. of MITCHELL, South Dakota.

(signature) (owner)

(signature) (owner)

Subscribed and sworn to before me this 22ND day of OCTOBER, 2024.

(Notary Public)

Commission Expires: 3/15/2026

(Notary Seal)

KENT K. MANNINA
Notary Public - California
Contra Costa County
Commission # 2397061
My Comm. Expires Mar 15, 2026

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 PL- 4700 situated on (legal description) Lot 4 of Amoco Irregular tract 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.

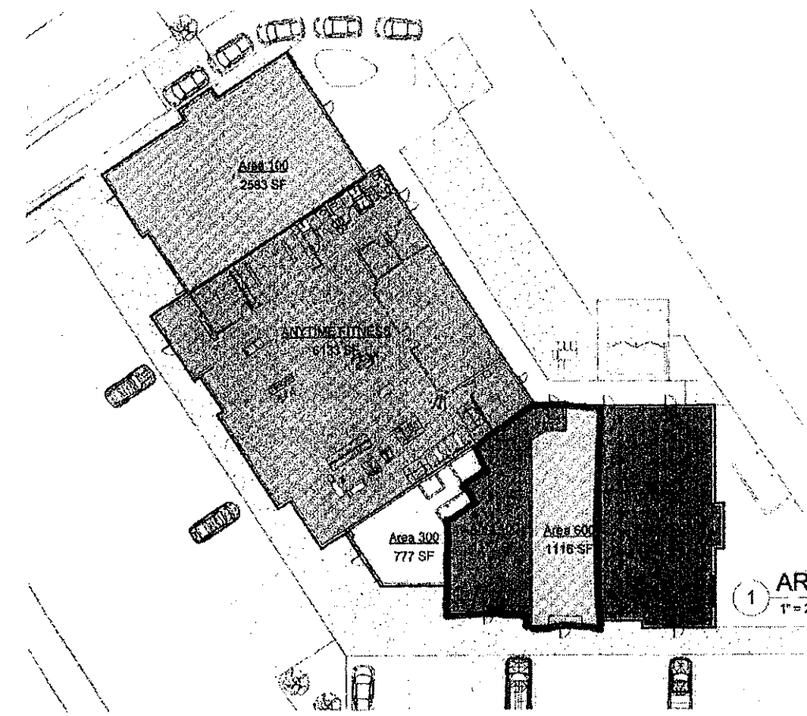
K.A.C (owner)
(signature)

(owner)
(signature)

Subscribed and sworn to before me this 22nd day of October, 2021.

Kristi Senger (Notary Public)
Commission Expires: March 17, 2029

(Notary Seal) KRISTI SENGER Notary SEAL Public South Dakota



Area Schedule (Rentable)	
Name	Area
Area 300	777 SF
ANYTIME FITNESS	6133 SF
Area 100	2583 SF
Area 400	1172 SF
Area 500	2080 SF
Area 600	1116 SF
	13861 SF

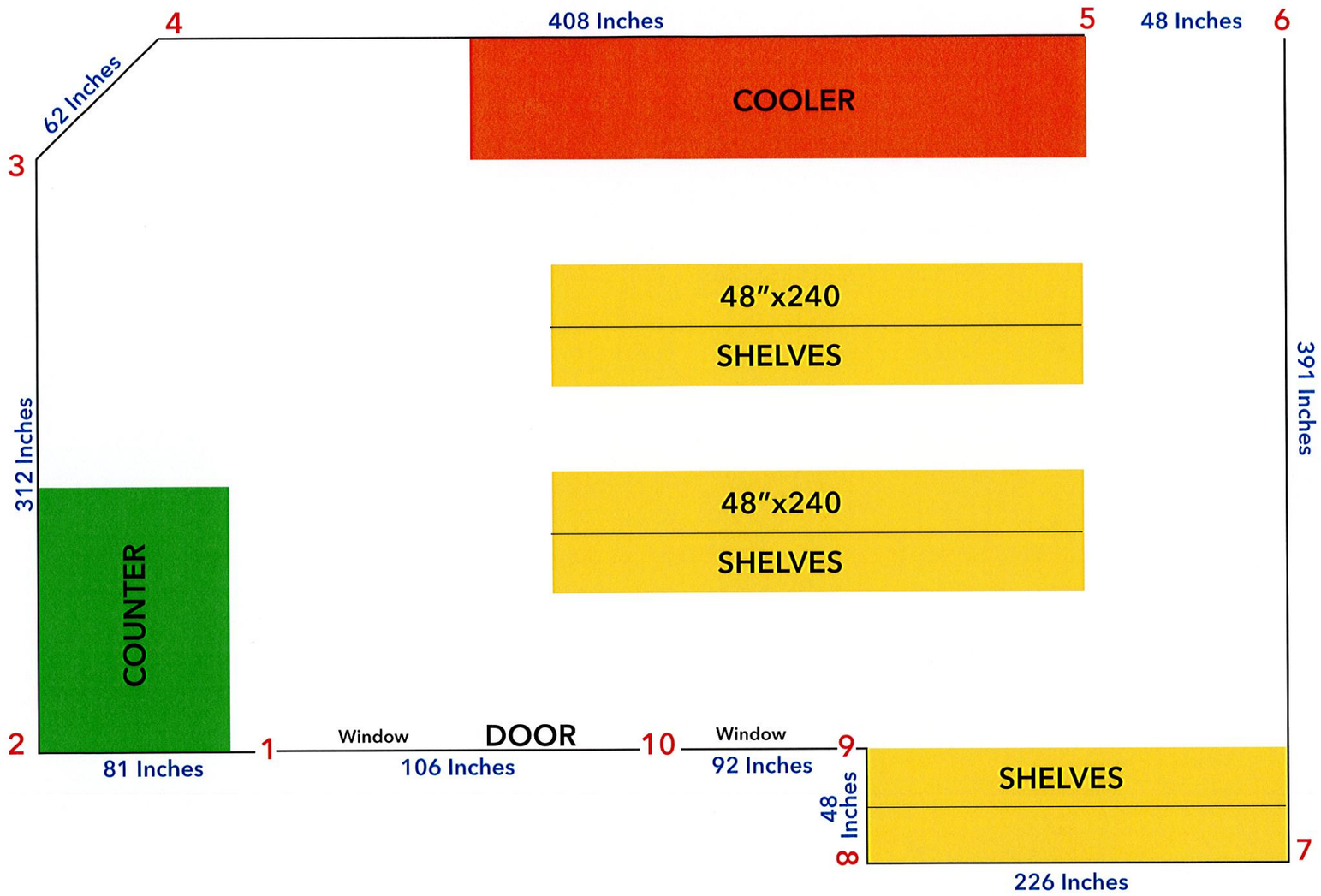
1 AREA PLAN - Rentable S.F.
1" = 20'-0"

Anytime Fitness
Mitchell, SD

Building Area

© Date: 7/15/16

Exhibit A


4
408 Inches
5
48 Inches
6
62 Inches
3
COOLER
48"x240
SHELVES
391 Inches
312 Inches
48"x240
SHELVES
COUNTER
2
1
Window
DOOR
10
Window
9
81 Inches
106 Inches
92 Inches
SHELVES
48 Inches
8
7
226 Inches

Date Received _____ License No. _____
Date Issued _____

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? [X] Yes [ ] No

County: _____

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

Are real property taxes paid to date? [X] 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
- [X] Other Temp. Liquor License 11/30/24 Anderson Wedding

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

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

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 [X] No

E. State Sales Tax Number _____

F. New license [X] Transfer? ($150) [ ] Re-issuance [ ]

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

Date _____ Print Name Brandon Manchester Signature _____

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

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

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Corn Palace Shine 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? [X] 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
Brandon Manchester	Board Member	218 Charles St Mitchell, SD	Fire Fighter / Paramedic
Matt Buenzow	Treasurer	40692 Sunset Ridge Dr, Mitchell SD	CPA
James D Taylor	Secretary	723 W 4th Ave, Mitchell SD	Attorney
Jeremy McMorry	Building Supervisor	1029 E 2nd Ave, Mitchell, SD	Farmer

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 _____ License No. _____
Date Issued _____

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 National Guard 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 Brandon Manchester Signature _____

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

Renewal - no public hearing held ☐

Amount of fee collected with application $_____

Amount of fee retained $_____

Forwarded with application $ _____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC 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? [X] 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
Brandon Manchester	Board Member	218 Charles St Mitchell, SD	Fire fighter / Paramedic
Matt Buenzow	Treasurer	40692 Sunset Ridge Dr, Mitchell SD	CPA
James D Taylor	Secretary	723 W 4th Ave, Mitchell SD	Attorney
Jeremy McNary	Building Supervisor	1029 E 2nd Ave, Mitchell, SD	Farmer

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 _____ License No. _____
Date Issued _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

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

Owner's Telephone #: _____

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.**

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

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 _____

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

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

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC 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? [X] 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
Brandon Manchester	Board Member	218 Charles St Mitchell, SD	Fire fighter / Paramedic
Matt Buenzow	Treasurer	40692 Sunset Ridge Dr, Mitchell SD	CPA
James D Taylor	Secretary	723 W 4th Ave, Mitchell SD	Attorney
Jeremy McNary	Building Supervisor	1029 E 2nd Ave, Mitchell, SD	Farmer

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 KO, 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		Phone Number	
Mitchell Meat Lodge LLC		605-990-3056	
Address	**City**	**State**	**Zip**
904 E Spruce St	Mitchell	SD	57301

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name		Phone Number	
Meat Lodge		605-990-3056	
Address	**City**	**State**	**Zip**
904 E Spruce St	Mitchell	SD	57301

Is place of business located in a municipality?	[X] YES [ ] NO
County	Davison
Do you own or lease this property?	[X] OWN [ ] LEASE
Are real property taxes paid to date?	[X] YES [ ] NO
Are you of good moral character having never been convicted of a felony?	[X] YES [ ] NO

C. INDICATE 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
[X] Retail (on-off sale) Malt Beverage & SD Farm Wine
[ ] Package Delivery
[ ] Hunting Preserve
[ ] Other _____

Is this license in active use?	[X] YES [ ] NO
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? (If yes, please list on additional sheet)	[ ] YES [X] NO

D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description:

E. State Sales Tax Number 5675-1030-5T

F. [X] 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	Print Name	Signature
9-10-24	Bart Bickley	[signature]

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

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date

If disapproved, endorse reason thereon and return to applicant

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

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?		[X] 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
Bart Brehler		48129 261st 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

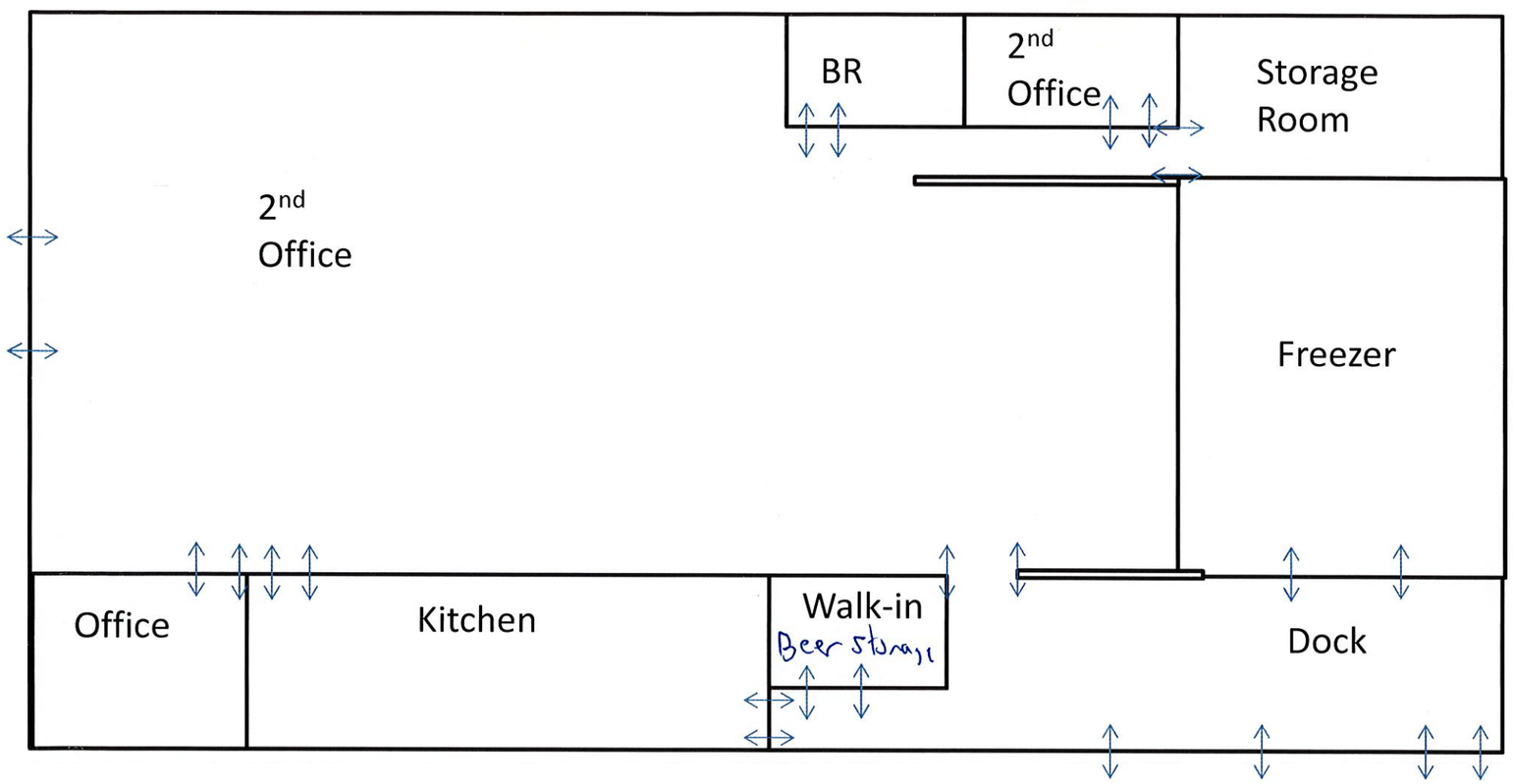
With signature the applicant agrees to the following:

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 Bart Brehler	Date 9-10-24

Meat Lodge Store Layout



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 18, 2024	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve the Applications for Renewal of 2025 Liquor and Wine Licenses		
Explanation/Background of Agenda Item Requested:	Approval on the applications for renewal of 2025 Liquor and Wine Licenses Background Checks have been completed. Property taxes have been paid.		

City of Mitchell | Department Name
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8420 | Fax: 605-995-8054
CityOfMitchell.org

It appearing that application for license for the sale of alcoholic beverages, in the City of Mitchell South Dakota, as the same are defined and classified under the provision of 1967 SDCL, title 35, and Acts Amendatory thereof, has been presented to the governing body and filed in the office of the Finance Officer, as follows:

License #	Retail (On-Sale) Liquor Licenses	Business Address
RL-5270	Mitchell Cuisine LLC dba Ruby Tuesday	1900 Highland Way
RL-5271	Hohn Partnership LLC dba Platinum Player's Club	719 North Sanborn Ste 2
RL-5350	Tapp Enterprise LLC dba Dr. Lucky's	205 North Main Street
RL-5353	The Back 40 LLC	511 North Sanborn
RL-5546	Martinez Inc dba Corona Village Inc.	1101 South Burr Street
RL-5732	Blarney's LLC dba Blarney's Sports Bar & Grill	2100 Highland Way #W
RL-5756	Flats on Havens LLC dba Flats on Havens	1525 West Havens Ave
RL-5757	HIWINGS LLC dba Valley View Villa	40580 250th Street
RL-5758	Puerto Vallarta LLC dba Puerto Vallarta	905 East Spruce St, Ste C
RL-5759	MG Oil Company dba Village Bowl 2	1500 North Duff Ste G
RL-5760	Hohn Partnership LLC dba Platinum Player's Club III	719 North Sanborn Ste 3
RL-5761	Bates Enterprises LLC, dba Big Dummies	110-112 North Main Street
RL-5762	CC Steaks Inc. dba Cattlemans Club	601 East Norway Avenue
RL-5763	Depot Mitchell LLC dba Depot	210 South Main Street
RL-5764	TEAM HAUS Inc dba Northside Sinclair	1905 North Main St STE B
RL-5765	VV Inc dba Sudz	508 & 510 East Havens Ste 2
RL-5766	MG Oil Company dba Village Bowl	1500 North Duff Ste A
RL-5768	Puddle Jumper LLC dba CJ’s Bar & Casino	2700 N Main Suite A
RL-5771	Bradley Theme dba Bradley’s Pub & Grille	514 North Main Street
RL-5772	Loyal Order of Moose Lodge 875	516 West 15th
RL-5773	VFW Post 2750	215 North Main Street
RL-5774	DOS Coronas	804 East Spruce
RL-6380	MG Oil Company dba Village Bowl 6	1500 North Duff Ste F
RL-19079	Anisa J Deinert dba Jades	107 North Main
RL-28511	MG Oil Company dba Jokerz Casino Mitchell-3	716 North Rowley St, Suite A3

City of Mitchell | Department Name
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8420 | Fax: 605-995-8054
CityOfMitchell.org

License #	Convention Center Liquor License	Business Address
CL-15421	Highland Conference Center	2000 Highland Way

License #	Auditorium Liquor License	Business Address
RL-22978	City of Mitchell dba World's Only Corn Palace	601 North Main Street

License #	Package (Off-Sale) Liquor Licenses	Business Address
PL-4685	County Fair Inc dba County Fair Food Store	1305 West Havens Street
PL-4687	Highland Travel Plaza dba Highland Travel Plaza	2160 Highland Way
PL-4690	Wal-Mart Stores Inc dba Wal-Mart Supercenter #2990	1101 East Spruce Street
PL-4691	Depot Mitchell LLC dba Depot Mitchell	210 S Main Street
PL-4692	County Fair Inc dba County Fair Food & Fuel	1012 West Havens Street
PL-4694	Coborn's	1800 North Main Street
PL-4695	Dakota Sunset LLC dba Dakota Sunset Shell Gas Station	1524 West Havens Street
PL-4697	TEAM HAUS Inc dba Northside Sinclair	1905 North Main
PL-4698	Casey's Retail Company dba Caseys General Store #3321	100 South Main Street
PL-4700	TBM LLC dba Booze Boys	1620 South Burr Street Ste 4
PL-4701	Miller & Holmes Inc dba M & H Gas Station	221 West Havens Street

License #	Retail (On-Off Sale) Wine Licenses	Business Address
RW-6422	Coborn's Inc dba Coborn's	1800 North Main Street Ste A
RW-6462	Twin Dragon Inc dba Twin Dragon Restaurant	704 East Norway Avenue
RW-6464	MG Oil Company dba Village Bowl 3	1500 North Duff Ste A
RW-6507	TEAM HAUS Inc dba Northside Sinclair	1905 North Main St STE B
RW-6509	Bradley Theme dba Bradley’s Pub & Grille	514 North Main Street
RW-6530	Dakota Sunset LLC dba Dakota Sunset Shell Gas Station	1524 West Havens Street
RW-6538	Sky Dine Inc. dba Marlin's Roadhouse Grill	1821 South Burr Ste B
RW-6592	Casey's Retail Company dba Caseys General Store #3321	100 South Main Street
RW-6598	TEAM HAUS Inc dba Westside Sinclair	1527 West Havens Street
RW-6659	Graham Oil Inc dba Grahams Interstate BP	1610 South Burr Street
RW-6671	Cubby's Inc dba Cubby's Mitchell West	1700 West Havens Street
RW-6689	Cubby's Inc dba Cubby's Mitchell East	100 South Burr Street
RW-7501	MG Oil Company dba 777 Mitchell	1001 S Burr Street Ste B

City of Mitchell | Department Name
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8420 | Fax: 605-995-8054
CityOfMitchell.org

License #	Retail (On-Off Sale) Wine Licenses	Business Address
RW-7571	Hohn Partnership LLC dba Platinum Players Club III	719 S Sanborn Blvd Ste III
RW-7585	Walgreen Company dba Walgreen's #10347	901 South Burr Street
RW-19293	County Fair Food Store	1305 West Havens Street
RW-20237	Jeanne Blaalid dba Leader Sporting Goods	712 West Spruce Street
RW-21280	Wal-Mart Stores Inc dba Wal-Mart Supercenter #2990	1101 East Spruce Street
RW-21348	Area Community Theatre	700 North Main Street
RW-23600	V.V. Inc dba Outback Casino	508 East Havens Street Ste #2
RW-23615	Tokyo Japanese Cuisine	819 East Spruce Street
RW-26217	Los 3 Amigos LLC	1522 West Havens Street
RW-26246	V.V. Inc dba The Hideout	510 East Havens Street Ste #2
RW-27114	Mitchell Chamber of Commerce	601 North Main Street
RW-28270	2nd & Lawler dba Main Street Mercantile	615 North Main St

Alcohol License that did not Renew

RW-28227	JLIN Crafts LLC dba Board & Brush	405 North Main St

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	November 18, 2024	**Requested By:**	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve the Applications for Renewal of 2025 Medical Cannabis Licenses		
Explanation/Background of Agenda Item Requested:	Genesis Farms, LLC-Dispensary License The Flower Shop LLC-Dispensary License Raftis Enterprise Mitchell-Dispensary License All Required documents have been submitted for approval.		

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell
SOUTH DAKOTA

Application to be submitted

By Mail:

City of Mitchell
Finance Office
612 North Main Street
Mitchell, SD 57301

For questions, please call (605) 995-8420.

or

Electronically:

Cindy Roth, Deputy Finance Officer
croth@cityofmitchell.org

Date and Time Received:_____
By (employee name):_____

Part One: Application Type:

Indicate below the action and license type being requested. If applying for more than one action or license, please check all that apply. Each action and license type will be considered individually. Applicant must include the non-refundable fee for each action and license requested (if a request for modification may be done administratively, the applicant will be refunded the $450 difference in fees).

License request for a:

Type of Action \ Type of Establishment	Cultivation	Manufacturing	Testing	Dispensary
New License ($5,000 each)				
Renewal ($5,000 each)				$5,000.00
Transfer ($5,000 each)				
Modification ($500 each)				

Add together the fees for each action and license checked above and provide the total here: $5,000.00
This amount must be included with the application at the time of submission.

Part Two: Applicant Information:

Name of Applicant/Licensee: Genesis Farms, LLC

Entity Type (circle one): Individual Corporation Partnership LLC Other:_____

Doing Business As (if different from above): _____

Mailing Address: PO Box 2735 (Street) Sioux Falls (City) SD (State) 57101 (Zip Code)

Street address of proposed site in Mitchell: 716 N Rowley St Mitchell, SD 57301

Name and phone number of local contact: Sabrina Velin-Kraus 307-462-6627

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

Part Three: Attachments:

- ☑ Please attach an exhibit listing the name and date of birth for each principal officer and board member of the entity applying. In addition, each person identified must individually complete the acknowledgments and signature pages under Part Four below.
- ☑ Please identify the principal officer or board member who is a resident of South Dakota and attach proof of residency: All 3 South Dakota IDs attached. Marlyn's home utility bills attached.
- ☑ Please attach a copy of a state sales tax license relating to the proposed licensee.
- ☐ Please attach a written summary of your proposed operating procedures. This summary must include detailed information on: unchanged since last renewal
  - maintaining accurate records;
  - intended security measures;
  - fire and building code considerations, including preliminary site plan (the formal building permit process will take place after an applicant is approved for a local license);
  - previous experience operating a legal cannabis establishment;
  - all application materials the applicant intends to submit to the state Department of Health for seeking state certification;
  - information relating to how licensee will comply with the city licensing ordinances, including but not limited to, Sections 9, 10, 11, and 14 of Mitchell City Code Chapter 4-11;
  - a statement of whether the premises will be owned or leased and, if leased, a notarized statement from the landlord consenting to the proposed operations of applicant; and
  - any other information you believe should be considered by council in relation to the application.
- ☑ Please attach proof that all property taxes, business improvement district taxes, and pending assessments relating to the location have been paid.
- ☑ Please include payment for all of the fees applicable under Part One.
- ☑ Please provide proof of financial responsibility. City code requires a commercial general liability policy, or equivalent, with a limit of not less than two million dollars ($2,000,000.00) for each occurrence. If such insurance contains a general aggregate limit, it must be no less than double the occurrence limit.
- ☑ Please provide a map showing the proposed location which provides the zoning district of the proposed site. Applications for dispensaries must also show the location of any educational institution, religious institution, childcare center (excluding family residential childcare), preschool, nursery, detention facility, or mental health facility within 400' of the proposed location and the location of any other dispensary within 1,100' of the proposed location.
- ☑ If this application is for renewal or modification, the applicant need not resubmit all application materials but must identify any information which has changed since the license was last approved or which is intended to be changed via the modification process. attached updated SOPs
- ☐ If this application is for a transfer, the applicant need not resubmit all application materials but must include all information required for a new application as to the proposed transferee.
- ☐ If this application is for a dispensary license pursuant to an invitation for applications, application materials must be submitted in writing and be sealed so as to prevent the contents from being viewed prior to the submission deadline. Such sealed envelope shall state the name of the applicant and provide an area for city staff to write their name and the time at which they received the application.

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

APPLICANT

Printed Name of Authorized Signatory: Emmett Reistroffer

Signature of Authorized Signatory: E Reistroffer

On behalf of (entity name): Genesis Farms, LLC

Date: 11-5-24

STATE OF South Dakota)
:SS
COUNTY OF Pennington)

On this 5 day of November, 2024, before me, the undersigned notary officer, personally appeared Emmett Reistrofter (signer name), who acknowledged themselves to be the Director of Retail Opperations (official title) of Genesis Farms, LLC (entity name), and that in their official capacity, being authorized to do so, executed the foregoing application for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Teagan Russell (sign name)

Teagan Russell (print name)

Notary Public – South Dakota (state)

My Commission Expires: 05/21/2030

TEAGAN RUSSELL
NOTARY PUBLIC SEAL
STATE OF SOUTH DAKOTA

{Seal}

Approved _____Yes _____No

Date Approved_____

Mayor_____ {Seal}

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell
SOUTH DAKOTA

Part Four: Acknowledgments and Signature:

ER By initialing here, I certify that none of the principal officers or board members of the applying entity has served as a principal officer or board member of a cannabis establishment that has had its governmental license or certification revoke in any jurisdiction.

ER By initialing here, I certify that none of the principal officers or board members of the applying entity are under the age of 21.

ER By initialing here, I certify that I have conducted and reviewed a background check into the criminal history of each principal officer, board member, agent, volunteer, or employee involved in the operation at the time of submitting this application, and that none have been convicted of an offense that would disqualify them for state certification.

ER By initialing here, I acknowledge that I have fully read and understand the city's zoning ordinance, city's licensing ordinance, and the information sheet for this application, and agree to be bound by the same.

ER By initialing here, I acknowledge that I must submit this local license application before or simultaneous to seeking state certification for a medical cannabis establishment.

ER By initialing here, I acknowledge that any medical cannabis establishment license is subject to possible discontinuation under Mitchell City Code Section 4-11-17.

ER By initialing here, I acknowledge that holding a medical cannabis license under Mitchell City Code Chapter 4-11 does not create any right, interest, or entitlement of any nature towards operating a recreational cannabis establishment should state law allow for such activity in the future.

ER By initialing here, I acknowledge and agree to the liability and indemnification provisions of Mitchell City Code Section 4-11-16.

ER By initialing here, I certify under penalty of perjury that this application contains no false statements made or omissions of any material matter as it may relate to this application.

[signature page to follow]

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell
SOUTH DAKOTA

APPLICANT

Printed Name of Authorized Signatory: Marlyn Erickson

Signature of Authorized Signatory: Marlyn Erickson

On behalf of (entity name): Genesis Farms, LLC

Date: 11/7/24

STATE OF South Dakota)
:SS
COUNTY OF Pennington)

On this 7th day of November, 2024, before me, the undersigned notary officer, personally appeared Marlyn Erickson (signer name), who acknowledged themselves to be the owner (official title) of Genesis Farms, LLC (entity name), and that in their official capacity, being authorized to do so, executed the foregoing application for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Bethany I. Dunbar (sign name)

Bethany I. Dunbar (print name)

Notary Public – South Dakota (state)

My Commission Expires: 8/20/30

BETHANY I. DUNBAR NOTARY SEAL PUBLIC STATE OF SOUTH DAKOTA

(seal)

Approved _____Yes _____No

Date Approved_____

Mayor_____ {Seal}

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell
SOUTH DAKOTA

Part Four: Acknowledgments and Signature:

ME By initialing here, I certify that none of the principal officers or board members of the applying entity has served as a principal officer or board member of a cannabis establishment that has had its governmental license or certification revoke in any jurisdiction.

ME By initialing here, I certify that none of the principal officers or board members of the applying entity are under the age of 21.

ME By initialing here, I certify that I have conducted and reviewed a background check into the criminal history of each principal officer, board member, agent, volunteer, or employee involved in the operation at the time of submitting this application, and that none have been convicted of an offense that would disqualify them for state certification.

ME By initialing here, I acknowledge that I have fully read and understand the city's zoning ordinance, city's licensing ordinance, and the information sheet for this application, and agree to be bound by the same.

ME By initialing here, I acknowledge that I must submit this local license application before or simultaneous to seeking state certification for a medical cannabis establishment.

ME By initialing here, I acknowledge that any medical cannabis establishment license is subject to possible discontinuation under Mitchell City Code Section 4-11-17.

ME By initialing here, I acknowledge that holding a medical cannabis license under Mitchell City Code Chapter 4-11 does not create any right, interest, or entitlement of any nature towards operating a recreational cannabis establishment should state law allow for such activity in the future.

ME By initialing here, I acknowledge and agree to the liability and indemnification provisions of Mitchell City Code Section 4-11-16.

ME By initialing here, I certify under penalty of perjury that this application contains no false statements made or omissions of any material matter as it may relate to this application.

[signature page to follow]

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell

APPLICANT

Printed Name of Authorized Signatory: Troy Erickson

Signature of Authorized Signatory: [signature]

On behalf of (entity name): Genesis Farms, LLC

Date: 11/7/24

STATE OF South Dakota)
:SS
COUNTY OF Pennington)

On this 7 day of November, 2024, before me, the undersigned notary officer, personally appeared Troy Erickson (signer name), who acknowledged themselves to be the manager (official title) of Genesis Farms (entity name), and that in their official capacity, being authorized to do so, executed the foregoing application for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[signature] (sign name)

Heather VanOsdol (print name)

Notary Public – South Dakota (state)

My Commission Expires: 9/7/29

HEATHER M. VANOSDOL NOTARY PUBLIC STATE OF SOUTH DAKOTA SEAL (seal)

Approved _____Yes _____No

Date Approved_____

Mayor_____ {Seal}

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell

Part Four: Acknowledgments and Signature:

TE By initialing here, I certify that none of the principal officers or board members of the applying entity has served as a principal officer or board member of a cannabis establishment that has had its governmental license or certification revoke in any jurisdiction.

TE By initialing here, I certify that none of the principal officers or board members of the applying entity are under the age of 21.

TE By initialing here, I certify that I have conducted and reviewed a background check into the criminal history of each principal officer, board member, agent, volunteer, or employee involved in the operation at the time of submitting this application, and that none have been convicted of an offense that would disqualify them for state certification.

TE By initialing here, I acknowledge that I have fully read and understand the city's zoning ordinance, city's licensing ordinance, and the information sheet for this application, and agree to be bound by the same.

TE By initialing here, I acknowledge that I must submit this local license application before or simultaneous to seeking state certification for a medical cannabis establishment.

TE By initialing here, I acknowledge that any medical cannabis establishment license is subject to possible discontinuation under Mitchell City Code Section 4-11-17.

TE By initialing here, I acknowledge that holding a medical cannabis license under Mitchell City Code Chapter 4-11 does not create any right, interest, or entitlement of any nature towards operating a recreational cannabis establishment should state law allow for such activity in the future.

TE By initialing here, I acknowledge and agree to the liability and indemnification provisions of Mitchell City Code Section 4-11-16.

TE By initialing here, I certify under penalty of perjury that this application contains no false statements made or omissions of any material matter as it may relate to this application.

[signature page to follow]

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

APPLICANT

Printed Name of Authorized Signatory: Justin Johnson

Signature of Authorized Signatory: _____

On behalf of (entity name): Genesis Farms, LLC

Date: 11-7-24

STATE OF South Dakota)
:SS
COUNTY OF Minnehaha)

On this 7th day of November, 20 24, before me, the undersigned notary officer, personally appeared Justin Johnson (signer name), who acknowledged themselves to be the owner (official title) of Genesis Farms, LLC (entity name), and that in their official capacity, being authorized to do so, executed the foregoing application for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto ~~set my~~ hand and official seal.

_____ (signature)

David Stotz (print name)

Notary Public – South Dakota (state)

My Commission Expires: 6-23-26

(seal)

DAVID L. STOTZ
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA
My Commission Expires 6-23-26

Approved _____Yes _____No

Date Approved_____

Mayor_____ {Seal}

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

Part Four: Acknowledgments and Signature:

JJ By initialing here, I certify that none of the principal officers or board members of the applying entity has served as a principal officer or board member of a cannabis establishment that has had its governmental license or certification revoke in any jurisdiction.

JJ By initialing here, I certify that none of the principal officers or board members of the applying entity are under the age of 21.

JJ By initialing here, I certify that I have conducted and reviewed a background check into the criminal history of each principal officer, board member, agent, volunteer, or employee involved in the operation at the time of submitting this application, and that none have been convicted of an offense that would disqualify them for state certification.

JJ By initialing here, I acknowledge that I have fully read and understand the city's zoning ordinance, city's licensing ordinance, and the information sheet for this application, and agree to be bound by the same.

JJ By initialing here, I acknowledge that I must submit this local license application before or simultaneous to seeking state certification for a medical cannabis establishment.

JJ By initialing here, I acknowledge that any medical cannabis establishment license is subject to possible discontinuation under Mitchell City Code Section 4-11-17.

JJ By initialing here, I acknowledge that holding a medical cannabis license under Mitchell City Code Chapter 4-11 does not create any right, interest, or entitlement of any nature towards operating a recreational cannabis establishment should state law allow for such activity in the future.

JJ By initialing here, I acknowledge and agree to the liability and indemnification provisions of Mitchell City Code Section 4-11-16.

JJ By initialing here, I certify under penalty of perjury that this application contains no false statements made or omissions of any material matter as it may relate to this application.

[signature page to follow]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2024

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

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

PRODUCER
HUB International Great Plains LLC
1300 West 57th Street
Suite 100
Sioux Falls SD 57108

CONTACT NAME: Kerry Olson
PHONE (A/C, No, Ext): 605.444.5124 FAX (A/C, No): 866.427.6568
E-MAIL ADDRESS: kerry.olson@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SFM Mutual Insurance Company	11347
INSURER B : American Federation	43699
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Genesis Farms, LLC
PO Box 2735
Sioux Falls SD 57101

COVERAGES **CERTIFICATE NUMBER:** 182232422 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			AFPKG-SD-04428-00	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
B	AUTOMOBILE LIABILITY			AFPKG-SD-04428-00	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			151422.203	7/1/2024	7/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 716 N Rowley St, Mitchell SD. The certificate holder is included as Additional Insured as respects the General Liability if required by written contract.

CERTIFICATE HOLDER

City of Mitchell
612 N Main
Mitchell SD 57301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Proposed dispensary address: 716 N Rowley St, Mitchell, SD 57301

Nearest schools: Mitchell High School Performing Arts Center (2,000 feet away); Mitchell Middle School (2,490 feet away)

Nearest childcare center: EmBe (1,000 feet away) Patty's Daycare (1,000 feet away)

Nearest religious institutions: RiverTree Church (993 feet away); Word of Life Church (1,077 feet away)

***No known preschool, nursery, detention facility or mental health facility within 400 feet.**

***No known other dispensary locations within 1,100 feet.**

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

Application to be submitted

By Mail:

City of Mitchell
Finance Office
612 North Main Street
Mitchell, SD 57301

For questions, please call (605) 995-8420.

or

Electronically:

Cindy Roth, Deputy Finance Officer
croth@cityofmitchell.org

Date and Time Received: 11-5-24 8:06pm
By (employee name): Cindy Roth

Part One: Application Type:

Indicate below the action and license type being requested. If applying for more than one action or license, please check all that apply. Each action and license type will be considered individually. Applicant must include the non-refundable fee for each action and license requested (if a request for modification may be done administratively, the applicant will be refunded the $450 difference in fees).

License request for a:

Type of Establishment / Type of Action	Cultivation	Manufacturing	Testing	Dispensary
New License ($5,000 each)				
Renewal ($5,000 each)				X
Transfer ($5,000 each)				
Modification ($500 each)				

Add together the fees for each action and license checked above and provide the total here: $ 5,000
This amount must be included with the application at the time of submission.

Part Two: Applicant Information:

Name of Applicant/Licensee: The Flower Shop LLC

Entity Type (circle one): Individual Corporation Partnership (LLC) Other:

Doing Business As (if different from above):

Mailing Address: 2211 W 49th street, Sioux Falls, SD 57105
Street City State Zip Code

Street address of proposed site in Mitchell: 100 N Main st, Mitchell

Name and phone number of local contact: Peter Dikun 605-988-7798

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

Part Three: Attachments:

- ☐ Please attach an exhibit listing the name and date of birth for each principal officer and board member of the entity applying. In addition, each person identified must individually complete the acknowledgments and signature pages under Part Four below.
- ☐ Please identify the principal officer or board member who is a resident of South Dakota and attach proof of residency: _____
- ☐ Please attach a copy of a state sales tax license relating to the proposed licensee.
- ☐ Please attach a written summary of your proposed operating procedures. This summary must include detailed information on:
  - maintaining accurate records;
  - intended security measures;
  - fire and building code considerations, including preliminary site plan (the formal building permit process will take place after an applicant is approved for a local license);
  - previous experience operating a legal cannabis establishment;
  - all application materials the applicant intends to submit to the state Department of Health for seeking state certification;
  - information relating to how licensee will comply with the city licensing ordinances, including but not limited to, Sections 9, 10, 11, and 14 of Mitchell City Code Chapter 4-11;
  - a statement of whether the premises will be owned or leased and, if leased, a notarized statement from the landlord consenting to the proposed operations of applicant; and
  - any other information you believe should be considered by council in relation to the application.
- ☐ Please attach proof that all property taxes, business improvement district taxes, and pending assessments relating to the location have been paid.
- ☐ Please include payment for all of the fees applicable under Part One.
- ☐ Please provide proof of financial responsibility. City code requires a commercial general liability policy, or equivalent, with a limit of not less than two million dollars ($2,000,000.00) for each occurrence. If such insurance contains a general aggregate limit, it must be no less than double the occurrence limit.
- ☐ Please provide a map showing the proposed location which provides the zoning district of the proposed site. Applications for dispensaries must also show the location of any educational institution, religious institution, childcare center (excluding family residential childcare), preschool, nursery, detention facility, or mental health facility within 400' of the proposed location and the location of any other dispensary within 1,100' of the proposed location.
- ☒ If this application is for renewal or modification, the applicant need not resubmit all application materials but must identify any information which has changed since the license was last approved or which is intended to be changed via the modification process.
- ☐ If this application is for a transfer, the applicant need not resubmit all application materials but must include all information required for a new application as to the proposed transferee.
- ☐ If this application is for a dispensary license pursuant to an invitation for applications, application materials must be submitted in writing and be sealed so as to prevent the contents from being viewed prior to the submission deadline. Such sealed envelope shall state the name of the applicant and provide an area for city staff to write their name and the time at which they received the application.

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

Part Four: Acknowledgments and Signature:

PD By initialing here, I certify that none of the principal officers or board members of the applying entity has served as a principal officer or board member of a cannabis establishment that has had its governmental license or certification revoke in any jurisdiction.

PD By initialing here, I certify that none of the principal officers or board members of the applying entity are under the age of 21.

PD By initialing here, I certify that I have conducted and reviewed a background check into the criminal history of each principal officer, board member, agent, volunteer, or employee involved in the operation at the time of submitting this application, and that none have been convicted of an offense that would disqualify them for state certification.

PD By initialing here, I acknowledge that I have fully read and understand the city's zoning ordinance, city's licensing ordinance, and the information sheet for this application, and agree to be bound by the same.

PD By initialing here, I acknowledge that I must submit this local license application before or simultaneous to seeking state certification for a medical cannabis establishment.

PD By initialing here, I acknowledge that any medical cannabis establishment license is subject to possible discontinuation under Mitchell City Code Section 4-11-17.

PD By initialing here, I acknowledge that holding a medical cannabis license under Mitchell City Code Chapter 4-11 does not create any right, interest, or entitlement of any nature towards operating a recreational cannabis establishment should state law allow for such activity in the future.

PD By initialing here, I acknowledge and agree to the liability and indemnification provisions of Mitchell City Code Section 4-11-16.

PD By initialing here, I certify under penalty of perjury that this application contains no false statements made or omissions of any material matter as it may relate to this application.

[signature page to follow]

2025 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

APPLICANT

Printed Name of Authorized Signatory: The Flower shop LLC – Peter Dikun

Signature of Authorized Signatory: [signature]

On behalf of (entity name): The Flower shop LLC

Date: 10/31/24

ERIC WILBER
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA
My Commission Expires 10/3/30

STATE OF South Dakota)
:SS
COUNTY OF Lincoln)

On this 31st day of October, 20 24, before me, the undersigned notary officer, personally appeared Peter Dikun (signer name), who acknowledged themselves to be the Owner (official title) of The Flower shop LLC (entity name), and that in their official capacity, being authorized to do so, executed the foregoing application for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[signature] (sign name)

Eric Wilber (print name)

Notary Public – South Dakota (state)

My Commission Expires: 10/3/2030 (seal)

Approved _____Yes _____No

Date Approved_____

Mayor_____ {Seal}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2024

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

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

PRODUCER
HUB International Great Plains LLC
1300 West 57th Street
Suite 100
Sioux Falls SD 57108

CONTACT NAME: Kerry Olson
PHONE (A/C, No, Ext): 605.444.5124 FAX (A/C, No): 866.427.6568
E-MAIL ADDRESS: kerry.olson@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Obsidian Insurance Company	35602
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED FLOWSHO-02
The Flower Shop LLC
2211 W 49th St
Sioux Falls SD 57105

COVERAGES **CERTIFICATE NUMBER:** 1118597852 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ERB-CP-000001940-01	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y / N N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	COMMERCIAL PROPERTY			ERB-CP-000001940-01	9/1/2024	9/1/2025	Building Business Pers Prop Deductible	$500,000 $100,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Location 3-1: 100 N Main St, Mitchell SD.
The certificate holder is included as Additional Insured as respects the General Liability if required by written contract.

CERTIFICATE HOLDER

City of Mitchell
Finance Office
612 N Main Street
Mitchell SD 57301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

Application to be submitted

By Mail: or Electronically:

City of Mitchell
Finance Office
612 North Main Street
Mitchell, SD 57301

Cindy Roth, Deputy Finance Officer
croth@cityofmitchell.org

For questions, please call (605) 995-8420.

Date and Time Received:_____
By (employee name):_____

Part One: Application Type:

Indicate below the action and license type being requested. If applying for more than one action or license, please check all that apply. Each action and license type will be considered individually. Applicant must include the non-refundable fee for each action and license requested (if a request for modification may be done administratively, the applicant will be refunded the $450 difference in fees).

License request for a:

Type of Establishment / Type of Action	Cultivation	Manufacturing	Testing	Dispensary
New License ($5,000 each)				
Renewal ($5,000 each)				X
Transfer ($5,000 each)				
Modification ($500 each)				

Add together the fees for each action and license checked above and provide the total here: $5,000
This amount must be included with the application at the time of submission.

Part Two: Applicant Information:

Name of Applicant/Licensee: Raftis Enterprise Mitchell LLC

Entity Type (circle one): Individual Corporation Partnership (LLC) Other:_____

Doing Business As (if different from above): Superior Buds

Mailing Address: 1005 E Spruce St, Suite 105 Mitchell SD 57301
Street City State Zip Code

Street address of proposed site in Mitchell: 1005 E Spruce St, Suite 105 Mitchell SD 57301

Name and phone number of local contact: Jordon Raftis - 253-880-4758

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell
SOUTH DAKOTA

Part Three: Attachments:

- ☐ Please attach an exhibit listing the name and date of birth for each principal officer and board member of the entity applying. In addition, each person identified must individually complete the acknowledgments and signature pages under Part Four below.
- ☐ Please identify the principal officer or board member who is a resident of South Dakota and attach proof of residency: _____
- ☐ Please attach a copy of a state sales tax license relating to the proposed licensee.
- ☐ Please attach a written summary of your proposed operating procedures. This summary must include detailed information on:
  - maintaining accurate records;
  - intended security measures;
  - fire and building code considerations, including preliminary site plan (the formal building permit process will take place after an applicant is approved for a local license);
  - previous experience operating a legal cannabis establishment;
  - all application materials the applicant intends to submit to the state Department of Health for seeking state certification;
  - information relating to how licensee will comply with the city licensing ordinances, including but not limited to, Sections 9, 10, 11, and 14 of Mitchell City Code Chapter 4-11;
  - a statement of whether the premises will be owned or leased and, if leased, a notarized statement from the landlord consenting to the proposed operations of applicant; and
  - any other information you believe should be considered by council in relation to the application.
- ☐ Please attach proof that all property taxes, business improvement district taxes, and pending assessments relating to the location have been paid.
- ☐ Please include payment for all of the fees applicable under Part One.
- ☐ Please provide proof of financial responsibility. City code requires a commercial general liability policy, or equivalent, with a limit of not less than two million dollars ($2,000,000.00) for each occurrence. If such insurance contains a general aggregate limit, it must be no less than double the occurrence limit.
- ☐ Please provide a map showing the proposed location which provides the zoning district of the proposed site. Applications for dispensaries must also show the location of any educational institution, religious institution, childcare center (excluding family residential childcare), preschool, nursery, detention facility, or mental health facility within 400' of the proposed location and the location of any other dispensary within 1,100' of the proposed location.
- ☐ If this application is for renewal or modification, the applicant need not resubmit all application materials but must identify any information which has changed since the license was last approved or which is intended to be changed via the modification process.
- ☐ If this application is for a transfer, the applicant need not resubmit all application materials but must include all information required for a new application as to the proposed transferee.
- ☐ If this application is for a dispensary license pursuant to an invitation for applications, application materials must be submitted in writing and be sealed so as to prevent the contents from being viewed prior to the submission deadline. Such sealed envelope shall state the name of the applicant and provide an area for city staff to write their name and the time at which they received the application.

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

Part Four: Acknowledgments and Signature:

JR By initialing here, I certify that none of the principal officers or board members of the applying entity has served as a principal officer or board member of a cannabis establishment that has had its governmental license or certification revoke in any jurisdiction.

JR By initialing here, I certify that none of the principal officers or board members of the applying entity are under the age of 21.

JR By initialing here, I certify that I have conducted and reviewed a background check into the criminal history of each principal officer, board member, agent, volunteer, or employee involved in the operation at the time of submitting this application, and that none have been convicted of an offense that would disqualify them for state certification.

JR By initialing here, I acknowledge that I have fully read and understand the city's zoning ordinance, city's licensing ordinance, and the information sheet for this application, and agree to be bound by the same.

JR By initialing here, I acknowledge that I must submit this local license application before or simultaneous to seeking state certification for a medical cannabis establishment.

JR By initialing here, I acknowledge that any medical cannabis establishment license is subject to possible discontinuation under Mitchell City Code Section 4-11-17.

JR By initialing here, I acknowledge that holding a medical cannabis license under Mitchell City Code Chapter 4-11 does not create any right, interest, or entitlement of any nature towards operating a recreational cannabis establishment should state law allow for such activity in the future.

JR By initialing here, I acknowledge and agree to the liability and indemnification provisions of Mitchell City Code Section 4-11-16.

JR By initialing here, I certify under penalty of perjury that this application contains no false statements made or omissions of any material matter as it may relate to this application.

[signature page to follow]

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

APPLICANT

Printed Name of Authorized Signatory: Jordon Raftis

Signature of Authorized Signatory: Jordon Raftis

On behalf of (entity name): Raftis Enterprise Mitchell LLC

Date: 10/28/24

STATE OF Texas)
:SS
COUNTY OF Denton)

On this 28th day of October, 20 24, before me, the undersigned notary officer, personally appeared Jordon Raftis (signer name), who acknowledged themselves to be the President (official title) of Raftis Enterprise Mitchell LLC (entity name), and that in their official capacity, being authorized to do so, executed the foregoing application for the purposes stated therein.

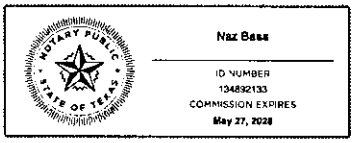
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Naz Bass (sign name)

Naz Bass (print name)

Notary Public – Texas (state)

My Commission Expires: 05/27/2028



(seal)

Electronically signed and notarized online using the Proof platform.

COMMERCIAL GENERAL LIABILITY DECLARATIONS

American Federation Insurance Company 3 Beaver Valley Road Wilmington, DE 19803 NAIC # 10245	CannGen Insurance Services, LLC. PO Box 388 Roseville, CA 95661 888-751-3141

NAMED INSURED: Raftis Enterprise Mitchell, LLC DBA Superior Buds
MAILING ADDRESS: 1005 E Spruce St, Suite 105
Mitchell, SD 57301
POLICY PERIOD: FROM 1/6/2024 TO 1/6/2025 AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	$2,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	$100,000	Any one premises
MEDICAL EXPENSE LIMIT	$1,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	$1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT		$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		EXCLUDED

GENERAL LIABILITY DEDUCTIBLE: $2,500 per occurrence

RETROACTIVE DATE (CG 00 02 ONLY)	
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.	
RETROACTIVE DATE:	
	(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ TRUST

☒ LIMITED LIABILITY COMPANY ☐ ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

BUSINESS DESCRIPTION: Cannabis-Medicinal, Retail - Cannabis

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Mitchell **612 N Main Street,** **Mitchell, SD 57301** **$50.00 Fully Earned**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional

insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or

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

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

© Insurance Services Office, Inc., 2012

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 18, 2024	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-42130-43343, $616,660		
Agenda Item:	Action to Award Bid for 7th & Main Traffic Signals Rebid Project #2022-08R		

Explanation/Background of Agenda Item Requested:

Bid Award for 7th and Main Traffic Light Improvement Project, 2022-08R
Bids were opened on November 7, 2024 in City Hall Council Chambers at 1:30 PM. Two bids were received as follows:

Muth Electric, Inc. - $290,011.00
Builders Electric Utility - $371,167.25

Please see the attached bid tabulation for detailed information. The project could be started in the spring and has a completion date of July 19, 2025.

The project is under the Engineer's Estimate and staff recommends awarding the bid to Muth Electric, Inc. for a total bid amount of $290,011.00.

Project Budget
Current Budget - $616,660

Projected Expenses
Professional Services - $64,317.57
Project Bid Amount - $290,011.00
Video Detection System - $40,000.00 (includes install)
Estimated Concrete Costs - $35,000.00
Total Expenses - $429,328.57
Contingencies - $187,331.43

Project History:
The traffic signals at the 1st and Main intersection and 7th and Main Intersection experience collisions by turning truck traffic. The 7th and Main intersection signals encounter more frequent strikes than the 1st and Main signals.

Council approved a contract with HR Green on May 2, 2022 for the design of new traffic signal lights at the 1st and Main and 7th and Main intersections. A 7th and Main Traffic Signal Light project was proposed in the 2023 budget but was removed to balance the budget. The 7th and Main Traffic Signal Light project was included in the 2024 budget. A construction phase contract with HR Green was approved at the January 2, 2024 council meeting.

The first project bid opening was held on April 3, 2024 receiving only one bid at a cost of $544,404.52. The project contingency at that time was $10,100. Council rejected the bid at the April 15 council meeting.

BID TABULATION FOR 7TH AND MAIN TRAFFIC LIGHT IMP. REBID CITY PROJECT #2022-08R

BID OPENING: 1:30 P.M., NOVEMBER 7, 2024 - CITY HALL, MITCHELL, SOUTH DAKOTA

				Muth Electric, Inc. 1717 N Sanborn Blvd Mitchell, SD 57301		Builders Electric Utility 47174 258th St Sioux Falls, SD 57107		ENGINEER'S ESTIMATE	
	Base Bid								
Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
	GENERAL								
1	Mobilization	1	LS	$ 28,208.00	$ 28,208.00	$ 55,000.00	$ 55,000.00	$ 30,000.00	$ 30,000.00
1A	TRAFFIC CONTROL, MISCELLANEOUS	1	LS	By City		By City		By City	
	TRAFFIC SIGNAL								
2	REMOVE SIGNAL POLE FOOTING	4	Each	$ 750.00	$ 3,000.00	$ 2,500.00	$ 10,000.00	$ 1,500.00	$ 6,000.00
3	SALVAGE SIGNAL EQUIPMENT	1	LS	$ 3,237.00	$ 3,237.00	$ 6,500.00	$ 6,500.00	$ 10,000.00	$ 10,000.00
4	INCIDENTAL WORK	1	LS	$ 9,367.00	$ 9,367.00	$ 5,165.00	$ 5,165.00	$ 10,000.00	$ 10,000.00
6	FLAT ALUMINUM SIGN, NONREMOVABLE COPY SUPER/VERY HIGH INTENSITY	66	SqFt	By City		By City		By City	
7	SIGNAL POLE WITH 35' MAST ARM AND LUMINAIRE ARM	1	Each	$ 22,208.00	$ 22,208.00	$ 24,700.00	$ 24,700.00	$ 25,300.00	$ 25,300.00
8	SIGNAL POLE WITH 40' MAST ARM AND LUMINAIRE ARM	1	Each	$ 22,578.00	$ 22,578.00	$ 25,000.00	$ 25,000.00	$ 27,700.00	$ 27,700.00
9	SIGNAL POLE WITH 45' MAST ARM AND LUMINAIRE ARM	2	Each	$ 22,575.00	$ 45,150.00	$ 25,550.00	$ 51,100.00	$ 30,300.00	$ 60,600.00
10	ROADWAY LUMINAIRE, LED (65W - 90W)	4	Each	$ 626.00	$ 2,504.00	$ 1,215.00	$ 4,860.00	$ 820.00	$ 3,280.00
11	3 SECTION VEHICLE SIGNAL HEAD	6	Each	$ 1,426.00	$ 8,556.00	$ 1,650.00	$ 9,900.00	$ 1,030.00	$ 6,180.00
12	4 SECTION VEHICLE SIGNAL HEAD	4	Each	$ 1,798.00	$ 7,192.00	$ 2,115.00	$ 8,460.00	$ 1,360.00	$ 5,440.00
13	3 SECTION VEHICLE SIGNAL HEAD (HEATED)	2	Each	$ 1,921.00	$ 3,842.00	$ 2,335.00	$ 4,670.00	$ 1,500.00	$ 3,000.00
14	3' DIAMETER FOOTING (SIGNAL POLES)	44	Ft	$ 293.00	$ 12,892.00	$ 395.00	$ 17,380.00	$ 300.00	$ 13,200.00
15	CONTROLLER CABINET FOOTING	1	Each	$ 2,224.00	$ 2,224.00	$ 2,500.00	$ 2,500.00	$ 2,250.00	$ 2,250.00
16	TYPE 3 ELECTRICAL JUNCTION BOX	4	Each	$ 1,794.00	$ 7,176.00	$ 2,500.00	$ 10,000.00	$ 1,325.00	$ 5,300.00
18	ELECTRICAL SERVICE CABINET	1	Each	$ 2,120.00	$ 2,120.00	$ 2,400.00	$ 2,400.00	$ 2,400.00	$ 2,400.00
19	CONTROLLER CABINET	1	Each	$ 26,925.00	$ 26,925.00	$ 29,345.00	$ 29,345.00	$ 30,000.00	$ 30,000.00
20	TRAFFIC SIGNAL CONTROLLER	1	Each	$ 5,948.00	$ 5,948.00	$ 8,300.00	$ 8,300.00	$ 4,500.00	$ 4,500.00
21	SIGNAL HEAD BATTERY BACKUP AND FLASH SYSTEM	1	Each	$ 10,119.00	$ 10,119.00	$ 11,800.00	$ 11,800.00	$ 15,000.00	$ 15,000.00
22	VIDEO DETECTION SYSTEM	1	Each	By City		By City		By City	
23	EMERGENCY VEHICLE PREEMPTION UNIT	1	Each	$ 6,812.00	$ 6,812.00	$ 4,500.00	$ 4,500.00	$ 4,200.00	$ 4,200.00
24	OPTICAL DETECTOR	4	Each	$ 1,182.00	$ 4,728.00	$ 1,675.00	$ 6,700.00	$ 2,300.00	$ 9,200.00
25	PEDESTRIAN PUSH BUTTON	8	Each	$ 1,672.00	$ 13,376.00	$ 2,000.00	$ 16,000.00	$ 1,500.00	$ 12,000.00
26	PEDESTRIAN PUSH BUTTON POLE	8	Each	$ 1,338.00	$ 10,704.00	$ 1,400.00	$ 11,200.00	$ 1,000.00	$ 8,000.00
27	PEDESTRIAN SIGNAL HEAD WITH COUNTDOWN TIMER	8	Each	$ 744.00	$ 5,952.00	$ 866.00	$ 6,928.00	$ 750.00	$ 6,000.00
28	PEDESTRIAN CROSSING SIGN	8	Each	$ 71.00	$ 568.00	$ 50.00	$ 400.00	$ 100.00	$ 800.00
29	MISCELLANEOUS, ELECTRICAL	1	LS	$ 2,359.00	$ 2,359.00	$ 7,000.00	$ 7,000.00	$ 4,000.00	$ 4,000.00
30	5" RIGID GALVANIZED STEEL CONDUIT	25	Ft	$ 76.92	$ 1,923.00	$ 125.00	$ 3,125.00	$ 130.00	$ 3,250.00
31	1" RIGID CONDUIT, SCHEDULE 40	100	Ft	$ 2.37	$ 237.00	$ 6.25	$ 625.00	$ 5.50	$ 550.00
32	2" RIGID CONDUIT, SCHEDULE 40	20	Ft	$ 11.93	$ 238.60	$ 15.00	$ 300.00	$ 8.00	$ 160.00

BID TABULATION FOR 7TH AND MAIN TRAFFIC LIGHT IMP. REBID CITY PROJECT #2022-08R

BID OPENING: 1:30 P.M., NOVEMBER 7, 2024 - CITY HALL, MITCHELL, SOUTH DAKOTA

				Muth Electric, Inc. 1717 N Sanborn Blvd Mitchell, SD 57301		Builders Electric Utility 47174 258th St Sioux Falls, SD 57107		ENGINEER'S ESTIMATE	
	Base Bid								
33	3" RIGID CONDUIT, SCHEDULE 80	45	Ft	$ 16.59	$ 746.55	$ 32.00	$ 1,440.00	$ 13.50	$ 607.50
34	4" RIGID CONDUIT, SCHEDULE 80	245	Ft	$ 35.21	$ 8,626.45	$ 35.00	$ 8,575.00	$ 30.00	$ 7,350.00
35	1/C #4 AWG COPPER WIRE	120	Ft	$ 1.99	$ 238.80	$ 2.90	$ 348.00	$ 2.80	$ 336.00
36	1/C #6 AWG COPPER WIRE	1,185	Ft	$ 1.43	$ 1,694.55	$ 2.75	$ 3,258.75	$ 1.75	$ 2,073.75
37	4/C #14 AWG COPPER TRAY CABLE, K2	1,355	Ft	$ 1.77	$ 2,398.35	$ 2.50	$ 3,387.50	$ 1.75	$ 2,371.25
38	5/C #14 AWG COPPER TRAY CABLE, K2	275	Ft	$ 2.03	$ 558.25	$ 2.75	$ 756.25	$ 2.00	$ 550.00
39	12/C #14 AWG COPPER TRAY CABLE, K2	465	Ft	$ 3.84	$ 1,785.60	$ 6.75	$ 3,138.75	$ 3.75	$ 1,743.75
40	24/C #14 AWG COPPER TRAY CABLE, K2	465	Ft	$ 6.85	$ 3,185.25	$ 12.00	$ 5,580.00	$ 6.40	$ 2,976.00
41	2/C #10 AWG COPPER POLE AND BRACKET CABLE	220	Ft	$ 2.88	$ 633.60	$ 3.75	$ 825.00	$ 1.75	$ 385.00
	Total for Bid Schedule A Inclusive $				$ 290,011.00		$ 371,167.25		$ 326,703.25

REGISTERED PROFESSIONAL ENGINEER
REG. NO.
12066
JOSEPH D.
SCHROEDER
SOUTH DAKOTA
11/7/24

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	November 18, 2024	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2024-45, Tax Increment District #38 Developer Agreement		
Explanation/Background of Agenda Item Requested:	This developer agreement relates to the previously approved Tax Increment District #38 for the Palace Brewing LLC project. This developer agreement lays out additional terms upon which the increment would be passed through to the developer. Much of the language is the same as previously approved developer agreements.		

A2024-45

CONTRACT FOR PRIVATE DEVELOPMENT

TAX INCREMENT DISTRICT NUMBER THIRTY-EIGHT

CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

Between

Palace Brewing LLC,
a South Dakota limited liability company

and the

City of Mitchell, South Dakota

Dated as of November ____, 2024

THIS AGREEMENT is made effective as of the _____ day of November, 2024, between PALACE BREWING LLC, a South Dakota limited liability company ("Developer"), and the CITY OF MITCHELL, a municipal corporation and political subdivision of the State of South Dakota (hereinafter referred to as the "City").

SECTION 1. The City created Tax Increment District Number Thirty-eight (TID #38) by resolution dated November 4, 2024. The purpose of TID #38 is to provide funds to assist in the redevelopment and remodeling of an existing commercial building by demolishing an existing building, reconstructing an aged dilapidated building in downtown Mitchell, and opening a new business in the City of Mitchell, South Dakota, with a legal description of Lot R-1 of Depot Second Addition to the City of Mitchell, lying in the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., Davison county, South Dakota, according to the plate filed in Book 21 of Plats, page Thirty-nine (39) on September 16, 2005 in the office of the Register of Deeds, Davison County, South Dakota, pursuant to Tax Increment District Number 38, City of Mitchell Tax Increment Project Plan (the "Project Plan").

SECTION 2. The City approved the Project Plan for TID #38 on November 4, 2024.

SECTION 3. The estimated Project costs to be paid by TID #38, as originally set forth in the Plan, are as follows:

Eligible Costs:

Kind of Project	Number of Projects	Location	Amount	Reference
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs)		District	0	11-9-15(1)
Financing Costs		District	0	11-9-15(2)
Real Property Assembly		District	0	11-9-15(3)
Professional Fees		District	0	11-9-15(4)
Administrative Costs		District	0	11-9-15(5)
Relocation Costs		District	0	11-9-15(6)
Organizational Costs		District	0	11-9-15(7)
Discretionary Costs and Grants	1	District	$500,000	11-9-15(8)
Eligible Project Costs			$500,000	

Except as modified by Section 6 below, City agrees to pay to Developer Available Tax Increment Funds revenues it receives from the District, the total of which shall not exceed $500,000 during the life of the TIF.

SECTION 4. The right to receive the Available Tax Increment Funds referred to in Section 3 is a Grant Under Chapter 11-9 of the South Dakota Codified Laws (the "Act"). Subject to the constitutional debt provisions contained in the project plan, the Grant is a personal property right vested with the Developer on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement. Notwithstanding any other term of this Agreement, City shall have no obligation to pay, and Developer shall not have the right to receive accumulated tax increment to Developer unless the conditions specifically described in Section 11 of this Agreement have been met or are waived in writing, either in full or upon further conditions, by the City.

SECTION 5. The base value of the property located in TID #38 has or will be certified by the South Dakota Department of Revenue at approximately $93,065.

SECTION 6. Financing for TID #38 shall be secured by the Developer procuring financing to fund the TID improvements through financing from a commercial lender, at Developer's sole risk and expense. City and Developer represent that they understand and agree that the City will not issue any certified tax revenue bonds pursuant to SDCL Chapter 6-8B to cover any cost directly or indirectly relating to Developer's improvement of the TID under this Agreement. The Grant shall constitute "proceeds" under SDCL Chapter 11-9 as being acquired upon the exchange of this monetary obligation. Developer and City acknowledge that this is a "zero interest" TID, meaning that City's only obligation is to pay on the tax increment received from TID #38 to Developer pursuant to the terms of the Project Plan.

It is understood by the parties that the Developer may spend all or any portion of the approved TID funds as set forth in Section 3 above in its sole discretion as the Developer shall determine, in its sole discretion, the amounts if any which shall be spent from TID funds for public improvements in the tax increment district. TID proceeds, as defined herein, shall be utilized only to pay eligible TID project costs or reimbursement for eligible project costs advanced by Developer, notwithstanding any other provision in this Agreement.

SECTION 7. City and Developer acknowledge that the property upon which the development will occur is or will be owned by Developer, and the property shall not be transferred to any entity which would make the totality of the real property tax exempt until such time as the Grant funds are fully paid. Developer may use any or part of the TID property as collateral for the construction loan or loans as required for the financing of the Project.

Developer understands that only improvements incurred for TIF-eligible expenses, as described and undertaken in the approved Project Plan, which are completed by the Developer within five (5) years of the date of the creation of this TID #38 shall be eligible to be reimbursed via the passthrough of the proceeds of the positive tax increment from TID #38.

SECTION 8. All positive tax increments received in Tax Increment District Number Thirty-eight shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Increment District Number Thirty-eight Fund," hereinafter referred to as the "Fund," pursuant to SDCL 11-9-31 and paid out pursuant to SDCL 11-9-32, and as set forth in Section 7 above.

SECTION 9. It is specifically a condition of this Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from Tax Increment District Number 38 receipted into the Fund specified in Section 8. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. It is also specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire the indebtedness incurred by Developer under Section 8 hereof. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocability of the positive tax increment payments and the fund created by TID #38. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.

SECTION 10. Developer represents that it understands that any contributions made by Developer in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor be construed to be, a general obligation of the City. The funds are payable only out of the account created under SDCL §11-9-31 of the Act. THIS AGREEMENT OR THE PROJECT PLAN SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL TAXING POWER. Developer shall bear all risks including, but not limited to: income estimates of tax increment, changes in tax rates or tax collections, or a change in state law; however, the State of South Dakota pursuant to §11-9-39.1 of the Act has pledged not to alter any of the rights vested in this Agreement until they are fully met and discharged.

SECTION 11. Developer agrees to immediately satisfy any and all mechanic's liens or materialman's liens that arise as a result of this project. This provision shall not prevent Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment.

SECTION 12. Developer agrees to certify project costs in relation to the project to the City for reimbursement. Developer shall also complete any other reporting requirements established in the Project Plans.

SECTION 13. This document, along with the Project Plan for Tax Increment District Number 38, constitutes the entire Agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted.

SECTION 14. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any disputes arising out of or related to this Agreement shall be litigated in the First Judicial Circuit Court for the State of South Dakota, located in Mitchell, Davison County, South Dakota.

SECTION 15. This Agreement may be executed in separate counterparts, all of which executed counterparts shall constitute one complete document.

SECTION 16. The parties hereto agree that execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

Dated this _____ day of November, 2024.

PALACE BREWING LLC

By_____
Doug Beck, Member

By_____
Brett Farnham, Member

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the _____ day of November, 2024, before me, the undersigned officer, personally appeared Doug Beck and Brett Farnham, who acknowledged themselves to be the Members of Palace Brewing LLC, a South Dakota limited liability company, and that they as such Members being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by themselves as its Members.

In Witness Whereof I hereunto set my hand and official seal.

_____
My Commission Expires: Notary Public

[remainder of page intentionally left blank
to accommodate City of Mitchell signature page]

Dated this _____ day of November, 2024.

CITY OF MITCHELL

(SEAL) By_____
Its Mayor

ATTEST:

_____
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 Finance Officer, respectively, of the City of Mitchell, South Dakota, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Mitchell, South Dakota.

In Witness Whereof I hereunto set my hand and official seal.

_____
My Commission Expires: Notary Public

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	November 18, 2024	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2024-46, Tax Increment District #39 Developer Agreement		
Explanation/Background of Agenda Item Requested:	This agreement relates to the previously approved Tax Increment District #39 for the MAD Garage LLC project. This developer agreement lays out additional terms upon which the increment would be passed through to the developer. Much of the language is the same as previously approved developer agreements.		

A2024-46

CONTRACT FOR PRIVATE DEVELOPMENT

TAX INCREMENT DISTRICT NUMBER THIRTY-NINE

CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

Between

MAD Garage, LLC,
a South Dakota limited liability company

and the

City of Mitchell, South Dakota

Dated as of November ____, 2024

THIS AGREEMENT is made effective as of the _____ day of November, 2024, between MAD GARAGE, LLC, a South Dakota limited liability company ("Developer"), and the CITY OF MITCHELL, a municipal corporation and political subdivision of the State of South Dakota (hereinafter referred to as the "City").

SECTION 1. The City created Tax Increment District Number Thirty-nine (TID #39) by resolution dated November 4, 2024. The purpose of TID #39 is to provide funds to assist in the development of a new commercial business building for the purpose of expansion and relocation of an existing business located in the City of Mitchell, South Dakota, with a legal description of Outlots Twenty (20) and Twenty-one (21) less and except Lots H1 and Lots H2 of Green's Outlot in the Northwest Quarter (NW1/4) of Section Fifteen (15), Township One Hundred Three (103), Range Sixty (60) West of the 5th P.M., City of Mitchell, Davison County, South Dakota., pursuant to Tax Increment District Number 39, City of Mitchell Tax Increment Project Plan (the "Project Plan").

SECTION 2. The City approved the Project Plan for TID #39 on November 4, 2024.

SECTION 3. The estimated Project costs to be paid by TID #39, as originally set forth in the Plan, are as follows:

Eligible Costs:

Kind of Project	Number of Projects	Location	Amount	Reference
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs)		District	0	11-9-15(1)
Financing Costs		District	0	11-9-15(2)
Real Property Assembly		District	0	11-9-15(3)
Professional Fees		District	0	11-9-15(4)
Administrative Costs		District	0	11-9-15(5)
Relocation Costs		District	0	11-9-15(6)
Organizational Costs		District	0	11-9-15(7)
Discretionary Costs and Grants	1	District	$330,206	11-9-15(8)
Eligible Project Costs			$330,206	

Except as modified by Section 6 below, City agrees to pay to Developer Available Tax Increment Funds revenues it receives from the District, the total of which shall not exceed $330,206 during the life of the TIF.

SECTION 4. The right to receive the Available Tax Increment Funds referred to in Section 3 is a Grant Under Chapter 11-9 of the South Dakota Codified Laws (the "Act"). Subject to the constitutional debt provisions contained in the project plan, the Grant is a personal property right vested with the Developer on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement. Notwithstanding any other term of this Agreement, City shall have no obligation to pay, and Developer shall not have the right to receive accumulated tax increment to Developer unless the conditions specifically described in Section 11 of this Agreement have been met or are waived in writing, either in full or upon further conditions, by the City.

SECTION 5. The base value of the property located in TID #39 has or will be certified by the South Dakota Department of Revenue at approximately $32,305.

SECTION 6. Financing for TID #39 shall be secured by the Developer procuring financing to fund the TID improvements through financing from a commercial lender, at Developer's sole risk and expense. City and Developer represent that they understand and agree that the City will not issue any certified tax revenue bonds pursuant to SDCL Chapter 6-8B to cover any cost directly or indirectly relating to Developer's improvement of the TID under this Agreement. The Grant shall constitute "proceeds" under SDCL Chapter 11-9 as being acquired upon the exchange of this monetary obligation. Developer and City acknowledge that this is a "zero interest" TID, meaning that City's only obligation is to pay on the tax increment received from TID #39 to Developer pursuant to the terms of the Project Plan.

It is understood by the parties that the Developer may spend all or any portion of the approved TID funds as set forth in Section 3 above in its sole discretion as the Developer shall determine, in its sole discretion, the amounts if any which shall be spent from TID funds for public improvements in the tax increment district. TID proceeds, as defined herein, shall be utilized only to pay eligible TID project costs or reimbursement for eligible project costs advanced by Developer, notwithstanding any other provision in this Agreement.

SECTION 7. City and Developer acknowledge that the property upon which the development will occur is or will be owned by Developer, and the property shall not be transferred to any entity which would make the totality of the real property tax exempt until such time as the Grant funds are fully paid. Developer may use any or part of the TID property as collateral for the construction loan or loans as required for the financing of the Project.

Developer understands that only improvements incurred for TIF-eligible expenses, as described and undertaken in the approved Project Plan, which are completed by the Developer within five (5) years of the date of the creation of this TID #39 shall be eligible to be reimbursed via the passthrough of the proceeds of the positive tax increment from TID #39.

SECTION 8. All positive tax increments received in Tax Increment District Number Thirty-nine shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Increment District Number Thirty-nine Fund," hereinafter referred to as the "Fund," pursuant to SDCL 11-9-31 and paid out pursuant to SDCL 11-9-32, and as set forth in Section 7 above.

SECTION 9. It is specifically a condition of this Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from Tax Increment District Number 39 receipted into the Fund specified in Section 8. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. It is also specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire the indebtedness incurred by Developer under Section 8 hereof. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocability of the positive tax increment payments and the fund created by TID #39. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.

SECTION 10. Developer represents that it understands that any contributions made by Developer in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor be construed to be, a general obligation of the City. The funds are payable only out of the account created under SDCL §11-9-31 of the Act. THIS AGREEMENT OR THE PROJECT PLAN SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL TAXING POWER. Developer shall bear all risks including, but not limited to: income estimates of tax increment, changes in tax rates or tax collections, or a change in state law; however, the State of South Dakota pursuant to §11-9-39.1 of the Act has pledged not to alter any of the rights vested in this Agreement until they are fully met and discharged.

SECTION 11. Developer agrees to immediately satisfy any and all mechanic's liens or materialman's liens that arise as a result of this project. This provision shall not prevent Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment.

SECTION 12. Developer agrees to certify project costs in relation to the project to the City for reimbursement. Developer shall also complete any other reporting requirements established in the Project Plans.

SECTION 13. This document, along with the Project Plan for Tax Increment District Number 39, constitutes the entire Agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted.

SECTION 14. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any disputes arising out of or related to this Agreement shall be litigated in the First Judicial Circuit Court for the State of South Dakota, located in Mitchell, Davison County, South Dakota.

SECTION 15. This Agreement may be executed in separate counterparts, all of which executed counterparts shall constitute one complete document.

SECTION 16. The parties hereto agree that execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

Dated this _____ day of November, 2024.

MAD Garage LLC

By_____
Spencer Maeschen, Member

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the _____ day of November, 2024, before me, the undersigned officer, personally appeared Spencer Maeschen, who acknowledged themselves to be the Members of MAD Garage LLC, a South Dakota limited liability company, and that they as such Members being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by themselves as its Members.

In Witness Whereof I hereunto set my hand and official seal.

_____
My Commission Expires: Notary Public

[remainder of page intentionally left blank
to accommodate City of Mitchell signature page]

Dated this _____ day of November, 2024.

CITY OF MITCHELL

(SEAL) By_____
Its Mayor

ATTEST:

_____
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 Finance Officer, respectively, of the City of Mitchell, South Dakota, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Mitchell, South Dakota.

In Witness Whereof I hereunto set my hand and official seal.

_____
My Commission Expires: Notary Public

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	November 18, 2024	**Requested By:**	Jessica Pickett
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	$908,941		
Agenda Item:	Action to Approve Agreement #A2024-47, Section 5311 SD Department of Transportation Grant Funds		
Explanation/Background of Agenda Item Requested:	This agreement is to accept Palace Transit's annual Administrative and Operating grant funding through the South Dakota Department of Transportation. The transit funding fiscal year runs from October 1, 2024 through September 30, 2025. Palace Transit is a subgrantee under the SD DOT for Surface Transportation Funds provided through the Federal Transit Administration as well as Title IIIB funding. Funding Breakdown: Administrative = 80% Federal & 20% Local Operating = 50% Federal & 50% Local Title IIIB = No local match requirement State Funds = No local match requirement		

AGREEMENT NUMBER _____

Infrastructure Investment and Jobs Act (IIJA) of 2021 Section 5311 (CFDA NO. 20.509)

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

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

Referred to in this Agreement as the Sub-Recipient

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

Referred to in this Agreement as the State

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

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

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

1. FEDERAL AWARD IDENTIFICATION:

   a. Sub-Recipient's name: city of Mitchell, South Dakota

   b. Sub-Recipient's DUNS number: 040914277 and Unique Entity ID: JXEFNSSK2VF4

   c. Federal Award Identification Number (FAIN): FY2024 Section 5311 Rural - Operating, Admin, PM, ICB, RTAP & State Admin

   d. Federal award date:

   e. Sub-award period of performance: 10/01/2024-09/30/2025

   f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: $653,312.47

   g. Total amount of federal funds obligated to the Sub-Recipient: $653,312.47

   h. Total amount of the federal award committed to the Sub-Recipient: $653,312.47

   i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: Formula Grants for Rural Areas-5311

   j. Name of federal awarding agency: Federal Transit Administration
   pass-through entity: South Dakota Department of Transportation
   contact information for awarding official of the pass-through entity:
   Office of Air, Rail and Transit
   700 East Broadway Avenue
   Pierre SD 57501

k. CFDA No. and name: 20.509; Formula Grants for Rural Areas-5311

l. Is the grant award for research and development (R&D)? Yes ☐ No ☒

m. Indirect Cost Rate for federal award: N/A

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement will be effective on 10/01/2024, and will end once the parties have met all obligations under this Agreement, unless sooner terminated pursuant to the terms of this Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. BACKGROUND:

i. On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) aka Bipartisan Infrastructure Law (BIL) of 2021 into law. The BIL authorizes One Trillion Two Billion Dollars ($1,200,000,000,000.00) for transportation and infrastructure spending with Five Hundred Fifty Billion ($550,000,000,000.00) towards new investments and programs.

ii. Under 49 U.S.C. Section 5311, as amended, the BIL continues the Formula Grants for Rural Areas Program, which provides capital, planning and operating assistance to states and federally recognized Indian tribes to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. It also provides funding for state and national training and technical assistance through the Rural Transportation Assistance Program.

iii. The Governor of the State of South Dakota, in accordance with a request by the United States Department of Transportation, Federal Transit Administration, has designated the State to evaluate and select projects proposed by eligible recipients and to coordinate the grant applications.

iv. The State and the Sub-Recipient want to secure and utilize grant funds for the transportation needs of citizens living in rural and small urban areas of South Dakota.

b. PURPOSE:

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

c. SCOPE OF PROJECT:

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

4. BASIS FOR SUBAWARD AMOUNT:

Estimated PROJECT costs, as shown in the application budget, are for programming purposes only. The State will pay actual eligible costs to the Sub-Recipient on a reimbursement basis. The Sub-Recipient may request reimbursement for eligible costs in an amount up to, but not greater than the following: a) FTA Section 5311 funds/State Supplemental funds-MAXIMUM limiting amount of Six Hundred Fifty-three Thousand, Three Hundred Twelve Dollars and Forty-seven Cents ($653,312.47), subject to availability of Section 5311 funds/State Supplemental funds; b) Title III-B

funds-MAXIMUM limiting amount of Nineteen Thousand, Six hundred Ninty-seven Dollars and Zero Cents ($19,697.00), subject to availability of Title III-B funds; and c) State Public Transportation funds-MAXIMUM limiting amount of Seventy Seven Thousand, Five Hundred Seventy Three Dollars and Zero Cents ($77,573.00), subject to availability of State funds as detailed in Budget No. 1, attached to and made a part of this Agreement as **Exhibit B**. Eligible costs for this Agreement will be determined in compliance with U.S. Office of Management & Budget Circular regulations found at 2 CFR Part 200. The Sub-Recipient will provide funds in an amount sufficient, together with the grant, to assure payment of actual PROJECT costs. The Sub-Recipient will initiate and prosecute to completion all actions necessary to provide the Sub-Recipient's share of the PROJECT costs at or prior to the time these funds are needed to meet the PROJECT costs.

5. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

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

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

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

6. RETENTION AND INSPECTION OF RECORDS:

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

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

the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

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

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

7. AUDIT REQUIREMENTS:

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

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

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

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

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

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

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

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

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel

authorized by the State. The State and federal agency each has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

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

8. SUB-RECIPIENT ATTESTATION

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

a. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;

b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;

c. An effective internal control system is employed by the recipient's or sub-recipient's organization; and

d. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

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

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

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

9. CLOSEOUT

a. For purposes of this Agreement, "Date of Completion" means the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph B. 3.

b. The Sub-Recipient will submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.

d. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.

e. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.

f. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three (3) years after the date the State approves the final financial report.

g. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.

h. The Sub-Recipient will provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

B. STANDARD PROVISIONS:

1. ASSIGNMENT AND AMENDMENT

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

2. RECORDS AND REPORTS

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

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

3. TERMINATION

a. For Convenience. The State may, with the concurrence of FTA, terminate the PROJECT and cancel this Agreement if both parties agree that the continuation of the PROJECT would not produce beneficial results commensurate with the further expenditure of funds.

b. For Cause. The State may, by written notice to the Sub-Recipient, terminate the PROJECT and cancel this Agreement for any of the following reasons:

i. The Sub-Recipient discontinues the use of the PROJECT equipment for the purpose of providing transportation services to a segment of the general public, as defined by age, disability, or low income, during the equipment's useful life.

ii. The Sub-Recipient takes any action pertaining to this Agreement without the State's approval and which under the procedures of this Agreement would have required the State's approval.

iii. The Sub-Recipient's commencement, prosecution, or timely completion of the PROJECT is, for any reason, rendered improbable, impossible, or illegal.

iv. The Sub-Recipient is in default under any provision of this Agreement.

v. FTA fails to provide the State with sufficient federal funds to meet the State's share of the PROJECT costs.

vi. The Sub-Recipient fails to commence, maintain, or continue good faith efforts to coordinate transit services with the public and other entities or organizations providing transit services in the PROJECT area.

c. Action Upon Termination. Upon termination of the PROJECT and cancellation of this Agreement under the provisions of paragraph a. or b. of this Section, the Sub-Recipient will dispose of the PROJECT equipment in accordance with the OMB regulations found at 2 CFR Part 200.

4. AGREEMENT CHANGES

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

5. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

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

6. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

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

7. PROHIBITED INTEREST

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

8. CONTRACTS IN EXCESS

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

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

9. FEDERAL AWARDS

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

10. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Sub-Recipient will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or

national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

11. CIVIL RIGHTS

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

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

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

12. DISADVANTAGED BUSINESS ENTERPRISES

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

13. SUBCONTRACTORS/SUB-SUB-RECIPIENTS

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

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

The subcontractor or other sub-recipient must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors or other sub-recipients to include these

clauses in any lower tier subcontracts. The prime contractor will be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

14. QUESTIONS OF FACTS/DISPUTES

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

15. INTEGRITY

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

16. DEBARMENT AND SUSPENSION

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

17. CONTROLLING LAW

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

18. SUPERCESSION

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

19. SEVERABILITY

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

20. TITLE VI ASSURANCE

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

21. CERTIFICATION REGARDING LOBBYING

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or

cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the Sub-Recipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

22. FEDERAL CHANGES

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

23. NOTICE

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

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

City of Mitchell, South Dakota
Attn: Transit Director
300 west 1st Ave
Mitchell, SD 57301

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

24. FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal

funds reduction, this Agreement may be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

25. STATE'S RIGHT TO REJECT

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

26. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

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

27. CONFLICT OF INTEREST

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

28. TERMS

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

29. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

C. GRANT SPECIFIC PROVISIONS

1. PURCHASE OF PROJECT EQUIPMENT

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

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

2. CHARTER BUS AND SCHOOL BUS PROVISIONS

a. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will meet the latest federal charter requirements.

b. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators. Equipment must remain open to the public at all times and be clearly marked for public use.

c. The Sub-Recipient will include the following requirements in each subcontract exceeding $100,000.00, financed in whole or in part with federal assistance provided by the FTA:

i. Charter Bus: The Sub-Recipient will comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," and it must not interfere with or detract from the provision of mass transportation.

ii. School Bus: Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specific exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

d. Agreement with All Registered Charter Providers: The Sub-Recipient may provide charter service directly to a customer consistent with an agreement entered into with all registered charter providers in the Sub-Recipient's area. The Sub-Recipient is allowed to provide charter service up to ninety (90) days without an agreement with a newly registered charter provider in the geographic service area subsequent to the initial agreement. Any parties to an agreement may cancel the agreement after providing ninety (90) days' written notice to the Sub-Recipient.

3. LABOR PROTECTION WARRANTY

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

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

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

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

permit the flow of Section 5311 funding in the absence of a finding of noncompliance by the U.S. DOL.

b. Standard Terms and Conditions.

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

An employee covered by this Arrangement, who is not dismissed, displaced, or otherwise worsened in position with regard to his/her employment as a result of the PROJECT, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the PROJECT, discontinuance of the PROJECT services, or exhaustion of the PROJECT funding will not be deemed eligible for a dismissal or displacement allowance within the meaning of Section 5311, Paragraphs (6) and (7) of the Arrangement or applicable provisions of comparable substitute Arrangements.

ii. (a) Where employees of the Sub-Recipient are represented for collective bargaining purposes, all the PROJECT services provided by the Sub-Recipient will be provided under, and in accordance with, any collective bargaining agreement applicable to such employees which is then in effect.

(b) The Sub-Recipient or legally responsible party will provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice will be provided by certified mail through their representatives. The notice will contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Sub-Recipient's employment available to be filled by such affected employees.

iii. The procedures of this subparagraph will apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Sub-Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Arrangement will commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (v.) of this warranty. The foregoing procedures will be complied with and carried out prior to the institution of the intended action.

iv. For the purpose of providing the statutory required protections, including those specifically mandated by 49 U.S.C. Section 5333(b), the State will assure as a condition of the release of funds that Sub-Recipient agrees to be bound by the terms and conditions of the

National (Model) Section 5333(b) agreement[1] executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the U.S. Secretary of Labor and certified for inclusion in these conditions.

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

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

vii. The Sub-Recipient, or other legally responsible party designated by the State, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these Arrangements, or the union representative of such employee, may file claim of violation of these Arrangements with the Sub-Recipient within sixty (60) days of the date employee is terminated or laid off as a result of the PROJECT, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the PROJECT. In the latter case, if the events giving rise to the claim have occurred over an extended period, the eighteen (18) month limitation will be measured from the last such event. No benefits will be payable for any period prior to six (6) months from the date of the filing of any claim.

viii. Nothing in this Arrangement will be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor will this Arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state, or local law.

ix. If any employee covered by these Arrangements is terminated or laid off as a result of the PROJECT, the Sub-Recipient will give this employee priority of employment or reemployment to fill any vacant position within the control of the Sub-Recipient for which employee is, or by training or retraining within a reasonable period, can become qualified. If training or retraining is required by such employment or reemployment, the Sub-Recipient or other legally responsible party designated by the State will provide or arrange for others to provide for such training or retraining at no cost to the employee.

x. The Sub-Recipient will post, in a prominent and accessible place, a notice stating that the Sub-Recipient has received federal assistance under the 49 U.S.C. Chapter 53, and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice will also

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

specify the terms and conditions set forth in this Agreement for the protection of employees. The Sub-Recipient will maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these Arrangements and to the proper determination of any claims arising thereunder.

xi. Any labor organization which is the collective bargaining representative of employees covered by these Arrangements may become a party to these Arrangements by serving written notice of its desire to do so upon the Sub-Recipient and the U.S. DOL. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these Arrangements, as applied to the PROJECT, the dispute as to whether such organization will participate will be determined by the U.S. Secretary of Labor.

xii. If the PROJECT is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions will be made part of the agreement of assistance between the federal government and the State or the Sub-Recipient of federal funds; provided however, that this Arrangement will not merge into the agreement of assistance, but will be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor will any other employee protective agreement merge into this Arrangement, but each will be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

c. Waiver. As a part of the grant approval process, either the Sub-Recipient or the State may, in writing, seek from the U.S. Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases where at the time of the requested waiver the Secretary determines that there are no employees of the Sub-Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the PROJECT. The U.S. DOL will give a thirty (30) day notice of proposed waiver and, in the absence of timely objection, the waiver will become effective at the end of the thirty (30) day notice period. In the event of timely objection, the U.S. DOL will review the matter and determine whether a waiver will be granted. In the absence of waiver, these protections will apply to the PROJECT.

4. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

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

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

b. The Sub-Recipient will include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the FTA.

5. ACCESSIBILITY REQUIREMENTS

The Sub-Recipient's facilities will be accessible to the semiambulatory and nonambulatory to the extent necessitated by local conditions, as stated in the Local Civil Rights Act of 1964, and in

compliance with federal accessibility requirements as set forth in Section 504 of the Rehabilitation Act of 1973 (49 CFR Part 27).

Should the accessibility needs of the area's residents change in the future and additional accessibility features be required, the Sub-Recipient agrees to take action appropriate to retrofit vehicles and facilities in such a way as to satisfy the accessibility needs of the area. To assist the Sub-Recipient, the State will reserve a portion of new Section 5311 funds if these funds become available for future retrofit projects.

6. COMMERCIAL DRIVER'S LICENSE AND DRUG TESTING

The Sub-Recipient will comply with the requirements for commercial driver's license and drug and alcohol testing. Any party receiving reimbursements with Section 5311 funds is required to certify annually that it is in compliance with FTA regulations concerning drug and alcohol testing and must submit an annual report to the State. The Sub-Recipient has signed the Certification of Compliance with FTA Anti-drug and Misuse Prevention Program to this effect and is attached as **Exhibit F** and made a part of this Agreement.

7. DRUG-FREE WORKPLACE

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

8. ENERGY EFFICIENCY AND CLEAN AIR ACT

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

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

10. PRIVACY ACT

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

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

The Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq*., and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to the Sub-Recipient's actions pertaining to the PROJECT.

Upon execution of the underlying agreement, the Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement the Sub-Recipient has made, makes, may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this agreement work is being performed. In addition to other penalties that may be applicable, the Sub-Recipient further acknowledges that if the Sub-Recipient makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Sub-Recipient to the extent the federal government deems appropriate.

12. EMPLOYEE POLITICAL ACTIVITY

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

13. FACILITY, EQUIPMENT, AND VEHICLE MAINTENANCE PLANS

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

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

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

14. INCORPORATION OF FTA TERMS

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

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

15. FEDERAL WATER POLLUTION CONTROL ACT

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

16. ENERGY CONSERVATION

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

17. REPORTING OF PROJECT EVENTS

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

D. STANDARD PROVISIONS CONTINUED:

1. IT STANDARDS:

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

2. INDEMNIFICATION:

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

3. INSURANCE:

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

A. Commercial General Liability Insurance:
The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than $1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its

officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

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

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

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

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

4. CONFIDENTIALITY OF INFORMATION:

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

Recipient understands that State's Proprietary Information may be confidential and protected under applicable state or federal law and agrees to immediately notify the State if the Information is disclosed, either intentionally or inadvertently. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignments performed in the course of this Agreement require additional security requirements or clearance, Sub-Recipient agrees that its officers, agents and employees may be required to undergo investigation will be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

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

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

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

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

5. AUTHORIZATION

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

SIGNATURES FOLLOW

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

City of Mitchell, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(City Seal)

State of South Dakota
Department of Transportation

By: _____

Printed Name: Kellie Beck

Its: Division Director of Finance and Management

Date: _____

EXHIBIT A

LOCAL CIVIL RIGHTS ASSURANCES

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

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

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

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

EXHIBIT B

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

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

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

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

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

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

EXHIBIT C

CERTIFICATION FOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

EXHIBIT D

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

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

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

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

****

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-Recipient will complete and submit Standard Form, LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers including, but not limited to third party contracts, subcontracts, subagreements, and other third party agreements under a federal grant, cooperative agreement, loan, line of credit, and will certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure act of 1995).

v. The Sub-Recipient understands any person who does not file a required Certification is subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

EXHIBIT F

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

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

A. A policy statement on drug use and alcohol misuse in the workplace.

B. An employee and supervisor education and training program.

C. A drug and alcohol testing program for employees and drug testing for applicants for employment in safety-sensitive positions and procedures to follow in the event of a positive test.

D. Administrative procedures for record keeping, reporting and releasing drug and alcohol information to authorized parties.

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

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

EXHIBIT G

Budget No. 1

See Attachment

AGENCY: City of Mitchell
d/b/a Palace Transit
CONTRACT PERIOD: FY 2025 - October 1, 2024 - September 30, 2025

CONTRTACT:
CUSTOMER ID: 10272
FAN Number:

UM 1825(07)3792P	Admin	CFDA 20.509
UM 1825(07)3766P	Oper	CFDA 20.509
UM 1825(07)3798P	Capital PM Vehicle	CFDA 20.509
UM 1825(07)3798P	Capital PM Facility	CFDA 20.509
UM 1825(07)P	IIIB	CFDA 93.044
SD 2025(07)P	State	STATE FUNDS

BUDGET NO. : 1

A P P R O V E D BY: Terri Geigle

DATE:

ADMINISTRATIVE BUDGET						
	Project Director's Salary	$ 60,631.00				
	Fringe Benefits	$ 25,152.00				
	Supervisor Salary	$ 77,314.00				
	Fringe Benefits	$ 44,304.00				
	Admin Assistant Salary	$ 46,335.00				
	Fringe Benefits	$ 21,542.00				
	Travel	$ 4,160.00				
	Office Utilities	$ 2,868.00				
	Office Supplies\Telephone	$ 13,361.00				
	Vehicle Insurance	$ 14,200.00				
	Bus Facility Insurance	$ 5,100.00				
	Professional Insurance (WC)	$ 12,000.00				
	Management Contract	$ 8,250.00				
	Uniforms	$ 2,215.00				
	Marketing/Ads/Promotion	$ 900.00				
	Miscellaneous Other (Specify)	$ -				
ICB ADMINISTRATION BUDGET						
	ICB Dispatch/Office					
	ICB Dispatch/ Office Fringe					
OPERATING BUDGET						
	Driver Wages			$ 729,326.00		
	Fringe Benefits			$ 216,447.00		
	Dispatcher Wages			$ 104,742.00		
	Fringe Benefits			$ 32,653.00		
	Mechanic Wages			$ 60,846.00		
	Fringe Benefits			$ 30,822.00		
	Facility Utilities			$ 11,350.00		
	Facility Supplies			$ 3,100.00		
	Facility Maintenance			$ 1,600.00		
	Normal Maintenance			$ 12,000.00		
	Tires			$ 11,500.00		
	Fuel			$ 90,500.00		
	Driver Physicals			$ 750.00		
	Training			$ 300.00		
	Other(Uniforms)			$ -		
ICB OPERATING BUDGET						
	Intercity Bus Driver Wages					
	ICB Driver Fringe					
	Other ICB Costs- Maint					
	ICB - Tires					
CAPITAL PM BUDGET						
	Vehicle PM Budget				$ 19,800.00	
	Faciltiy PM Budget					$ 4,500.00
TOTAL APPROVED BUDGET		$ 338,332.00	$ -	$ 1,305,936.00	$ - $ 19,800.00	$ 4,500.00
REVENUE						
	Bus Donations\Fares	$ -	$ -	$ 142,000.00	$ - $ -	$ -
	Bus Advertising	$ -	$ -	$ 46,000.00	$ - $ -	$ -
	Medicaid	$ -	$ -	$ 47,000.00	$ - $ -	$ -
	Bus Contracts	$ -	$ -	$ 87,000.00	$ - $ -	$ -
	Other Local Funds	$ -	$ -	$ -	$ - $ -	$ -
	Budget Line Adjustment	$ 69,104.81	$ -	$ 183,907.97	$ - $ 3,995.00	
TOTAL REVENUE		$ 69,104.81	$ -	$ 505,907.97	$ - $ 3,995.00	$ -
NET PROJECT COST		$ 269,227.19	$ -	$ 800,028.03	$ - $ 15,805.00	$ 4,500.00
5311 FUNDS		$ 222,973.96	$ -	$ 414,094.51	$ - $ 12,644.00	$ 3,600.00
TOTAL LOCAL MATCH						
	Local Funds Required	$ 46,253.23	$ -	$ 366,236.52	$ - $ 3,161.00	$ 900.00
	Title III-B Funds	$ -	$ -	$ 19,697.00	$ - $ -	$ -
	Local Funds	$ -	$ -	$ -	$ - $ -	$ -
	Other Funds	$ -	$ -	$ 80,056.08	$ - $ -	$ -

PROJECT FUNDING

Section 5311	$ 653,312.47	CFDA 20.509
Title III-B	$ 19,697.00	CFDA 93.044
State Funds	$ 77,573.00	STATE FUNDS

TOTAL STATE & FEDERAL FUNDING **$ 750,582.47**

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 18, 2024	**Requested By:**	Stephanie Ellwein

Desired Action of City Council:	Approval of the addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell & IAFF Local 4166.
Amount Budgeted in current fiscal year for this item (if applicable):	
Agenda Item:	Action to Approve Agreement #A2024-48, An Addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell & IAFF Mitchell Firefighters Association Local 4166 for 2025 Wages
Explanation/Background of Agenda Item Requested:	This agreement amends the 2023-2025 Bargaining Agreement between the City of Mitchell & IAFF which included a re-opener for wages in 2024 and in 2025. The City & IAFF tentatively agreed to a 3% increase to the 2025 wage ranges during the 2024 negotiations. This addendum reflects this tentative agreement as well as the wage adjustment budgeted in the 2025 budget. Staff recommends approval of the agreement.

IAFF
MITCHELL FIRE FIGHTERS ASSOCIATON
LOCAL 4166

Addendum to the **2023-2025 Bargaining Agreement**

Between
The City of Mitchell
And
Local 4166

For 2025 Wages

APPENDIX C: 2025 COMPENSATION & CLASSIFICATION

The following items below are agreed to in accordance with 11.2 of the agreement for wages effective January 1, 2025.

- All Wage Ranges will be increased by 3%.
- Employees are eligible for a 2% performance-based step increase on the employee's anniversary.

2025 Compensation Plan- FT Positions- IAFF

Section 1. The City recognizes the Union as the exclusive bargaining agent for the positions of Fire Captain, Fire Marshal, Fire Fighter/EMT, Fire Fighter/Paramedic, all part-time employees and any newly created non-management uniform positions if they are eligible for membership in the unit. All references to employees hereinafter contained are to those employees covered by this agreement.

Dept	# F	Title	GRADE	Exempt Statu	Comment
FIRE/EMS	3	Battalian Chief	21	NON-EXEMPT	
FIRE/EMS	1	Fire Marshal	21	NON-EXEMPT	
FIRE/EMS	9	Firefighter/Paramedic	18	NON-EXEMPT	
FIRE/EMS	12	Firefighter/EMT	16	NON-EXEMPT	(1) Firefighter EMTs are eligible to move up to firefighter/paramedic after successfully completing the certification process. (2)Placement during promotion follows the promotion policy.

	A	B	C	D	E	F	G	H	I	J	K
1	27,972	28,531	29,102	29,684	30,278	30,883	31,501	32,131	32,773	33,429	34,097
2	29,388	29,976	30,575	31,187	31,810	32,447	33,095	33,757	34,433	35,121	35,824
3	30,876	31,493	32,123	32,765	33,421	34,089	34,771	35,466	36,176	36,899	37,637
4	32,439	33,087	33,749	34,424	35,113	35,815	36,531	37,262	38,007	38,767	39,543
5	34,081	34,763	35,458	36,167	36,890	37,628	38,381	39,148	39,931	40,730	41,544
6	35,806	36,522	37,253	37,998	38,758	39,533	40,324	41,130	41,953	42,792	43,648
7	37,619	38,371	39,139	39,921	40,720	41,534	42,365	43,212	44,077	44,958	45,857
8	39,523	40,314	41,120	41,943	42,781	43,637	44,510	45,400	46,308	47,234	48,179
9	41,524	42,355	43,202	44,066	44,947	45,846	46,763	47,698	48,652	49,625	50,618
10	43,626	44,499	45,389	46,297	47,223	48,167	49,130	50,113	51,115	52,138	53,180
11	45,835	46,752	47,687	48,640	49,613	50,606	51,618	52,650	53,703	54,777	55,873
12	48,155	49,119	50,101	51,103	52,125	53,167	54,231	55,315	56,422	57,550	58,701
13	50,593	51,605	52,637	53,690	54,764	55,859	56,976	58,116	59,278	60,464	61,673
14	53,155	54,218	55,302	56,408	57,536	58,687	59,861	61,058	62,279	63,525	64,795
15	55,845	56,962	58,102	59,264	60,449	61,658	62,891	64,149	65,432	66,741	68,075
16	58,673	59,846	61,043	62,264	63,509	64,779	66,075	67,396	68,744	70,119	71,522
17	61,643	62,876	64,133	65,416	66,724	68,059	69,420	70,808	72,225	73,669	75,142
18	64,764	66,059	67,380	68,728	70,102	71,504	72,934	74,393	75,881	77,399	78,947
19	68,042	69,403	70,791	72,207	73,651	75,124	76,627	78,159	79,722	81,317	82,943
20	71,487	72,917	74,375	75,863	77,380	78,927	80,506	82,116	83,758	85,434	87,142
21	78,908	80,486	82,096	83,738	85,413	87,121	88,863	90,641	92,454	94,303	96,189
22	87,100	88,842	90,619	92,431	94,280	96,165	98,089	100,050	102,051	104,092	106,174
23	96,142	98,065	100,026	102,027	104,067	106,149	108,272	110,437	112,646	114,899	117,197
24	106,123	108,245	110,410	112,618	114,871	117,168	119,511	121,902	124,340	126,827	129,363
25	117,140	119,482	121,872	124,310	126,796	129,332	131,918	134,557	137,248	139,993	142,793
26	129,300	131,886	134,524	137,215	139,959	142,758	145,613	148,525	151,496	154,526	157,616
27	142,723	145,578	148,489	151,459	154,488	157,578	160,730	163,944	167,223	170,568	173,979

L	M	N	O	P	Q	R	S	T	U	V	Grade
34,779	35,475	36,184	36,908	37,646	38,399	39,167	39,951	40,750	41,565	42,396	1
36,540	37,271	38,016	38,777	39,552	40,343	41,150	41,973	42,813	43,669	44,542	2
38,390	39,158	39,941	40,740	41,554	42,386	43,233	44,098	44,980	45,880	46,797	3
40,333	41,140	41,963	42,802	43,658	44,531	45,422	46,330	47,257	48,202	49,166	4
42,375	43,223	44,087	44,969	45,868	46,786	47,721	48,676	49,649	50,642	51,655	5
44,521	45,411	46,319	47,246	48,190	49,154	50,137	51,140	52,163	53,206	54,270	6
46,774	47,710	48,664	49,637	50,630	51,643	52,676	53,729	54,804	55,900	57,018	7
49,142	50,125	51,128	52,150	53,193	54,257	55,342	56,449	57,578	58,730	59,904	8
51,630	52,663	53,716	54,790	55,886	57,004	58,144	59,307	60,493	61,703	62,937	9
54,244	55,329	56,435	57,564	58,715	59,890	61,088	62,309	63,555	64,827	66,123	10
56,990	58,130	59,292	60,478	61,688	62,922	64,180	65,464	66,773	68,108	69,471	11
59,875	61,073	62,294	63,540	64,811	66,107	67,429	68,778	70,153	71,556	72,988	12
62,906	64,164	65,448	66,757	68,092	69,454	70,843	72,260	73,705	75,179	76,683	13
66,091	67,413	68,761	70,136	71,539	72,970	74,429	75,918	77,436	78,985	80,565	14
69,437	70,826	72,242	73,687	75,161	76,664	78,197	79,761	81,356	82,983	84,643	15
72,952	74,411	75,899	77,417	78,966	80,545	82,156	83,799	85,475	87,185	88,928	16
76,645	78,178	79,742	81,337	82,963	84,623	86,315	88,041	89,802	91,598	93,430	17
80,525	82,136	83,779	85,454	87,163	88,907	90,685	92,498	94,348	96,235	98,160	18
84,602	86,294	88,020	89,780	91,576	93,408	95,276	97,181	99,125	101,107	103,129	19
88,885	90,663	92,476	94,326	96,212	98,136	100,099	102,101	104,143	106,226	108,350	20
98,112	100,075	102,076	104,118	106,200	108,324	110,491	112,700	114,954	117,253	119,599	21
108,298	110,464	112,673	114,926	117,225	119,570	121,961	124,400	126,888	129,426	132,014	22
119,541	121,931	124,370	126,857	129,394	131,982	134,622	137,314	140,061	142,862	145,719	23
131,950	134,589	137,281	140,027	142,827	145,684	148,598	151,569	154,601	157,693	160,847	24
145,648	148,561	151,533	154,563	157,655	160,808	164,024	167,304	170,650	174,063	177,545	25
160,769	163,984	167,264	170,609	174,021	177,502	181,052	184,673	188,366	192,133	195,976	26
177,459	181,008	184,628	188,320	192,087	195,929	199,847	203,844	207,921	212,079	216,321	27

IN WITNESS WHEREOF, the parties below have set their hands this _____day of _____, 2023.

FOR THE EMPLOYER:

CITY OF MITCHELL

_____
Mayor Jordan Hanson

FOR THE UNION:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4166

_____
President Shannon Sandoval

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 18, 2024	**Requested By:**	Stephanie Ellwein

Desired Action of City Council:	Approval of the addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell & Teamsters Union No. 125 for 2025 Wages
Amount Budgeted in current fiscal year for this item (if applicable):	
Agenda Item:	Action to Approve Agreement #A2024-49, An Addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell & Teamsters Local Union No. 120 for 2025 Wages
Explanation/Background of Agenda Item Requested:	This agreement amends the 2023-2025 Bargaining Agreement between the City of Mitchell & Teamsterswhich included a re-opener for wages in 2024 and in 2025. The City & Teamsterstentatively agreed to a 3% increase to the 2025 wage ranges during the 2024 negotiations. This addendum reflects this tentative agreement as well as the wage adjustment budgeted in the 2025 budget. Staff recommends approval of the agreement.

ADDENDUM To the 2023-2025 BARGAINING AGREEMENT

BY AND BETWEEN

TEAMSTERS LOCAL UNION NO. 120

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

The CITY OF MITCHELL

For 2025 WAGES

APPENDIX A: 2025 COMPENSATION & CLASSIFICATION

The following items below are agreed to in accordance with Article 34, Section 1 of the agreement for wages effective January 1, 2025.

- All Wage Ranges will be increased by 3%.
- Employees are eligible for a 2% performance-based step increase on the employee's anniversary.

2025 Compensation Plan- FT Positions- Teamsters

Dept	# F	Title	GRADE	Exempt Statu	Union	Comment
PD	3	Detective	18	NON-EXEMPT	TEAMSTERS	
PD	19	Police Officer	17	NON-EXEMPT	TEAMSTERS	includes CRO as certified officer
PD	11	Communications Specialist	12	NON-EXEMPT	TEAMSTERS	(3) In future- if Communication Specialist is added, it is graded in WG 13.

	A	B	C	D	E	F	G	H	I	J	K
1	27,972	28,531	29,102	29,684	30,278	30,883	31,501	32,131	32,773	33,429	34,097
2	29,388	29,976	30,575	31,187	31,810	32,447	33,095	33,757	34,433	35,121	35,824
3	30,876	31,493	32,123	32,765	33,421	34,089	34,771	35,466	36,176	36,899	37,637
4	32,439	33,087	33,749	34,424	35,113	35,815	36,531	37,262	38,007	38,767	39,543
5	34,081	34,763	35,458	36,167	36,890	37,628	38,381	39,148	39,931	40,730	41,544
6	35,806	36,522	37,253	37,998	38,758	39,533	40,324	41,130	41,953	42,792	43,648
7	37,619	38,371	39,139	39,921	40,720	41,534	42,365	43,212	44,077	44,958	45,857
8	39,523	40,314	41,120	41,943	42,781	43,637	44,510	45,400	46,308	47,234	48,179
9	41,524	42,355	43,202	44,066	44,947	45,846	46,763	47,698	48,652	49,625	50,618
10	43,626	44,499	45,389	46,297	47,223	48,167	49,130	50,113	51,115	52,138	53,180
11	45,835	46,752	47,687	48,640	49,613	50,606	51,618	52,650	53,703	54,777	55,873
12	48,155	49,119	50,101	51,103	52,125	53,167	54,231	55,315	56,422	57,550	58,701
13	50,593	51,605	52,637	53,690	54,764	55,859	56,976	58,116	59,278	60,464	61,673
14	53,155	54,218	55,302	56,408	57,536	58,687	59,861	61,058	62,279	63,525	64,795
15	55,845	56,962	58,102	59,264	60,449	61,658	62,891	64,149	65,432	66,741	68,075
16	58,673	59,846	61,043	62,264	63,509	64,779	66,075	67,396	68,744	70,119	71,522
17	61,643	62,876	64,133	65,416	66,724	68,059	69,420	70,808	72,225	73,669	75,142
18	64,764	66,059	67,380	68,728	70,102	71,504	72,934	74,393	75,881	77,399	78,947
19	68,042	69,403	70,791	72,207	73,651	75,124	76,627	78,159	79,722	81,317	82,943
20	71,487	72,917	74,375	75,863	77,380	78,927	80,506	82,116	83,758	85,434	87,142
21	78,908	80,486	82,096	83,738	85,413	87,121	88,863	90,641	92,454	94,303	96,189
22	87,100	88,842	90,619	92,431	94,280	96,165	98,089	100,050	102,051	104,092	106,174
23	96,142	98,065	100,026	102,027	104,067	106,149	108,272	110,437	112,646	114,899	117,197
24	106,123	108,245	110,410	112,618	114,871	117,168	119,511	121,902	124,340	126,827	129,363
25	117,140	119,482	121,872	124,310	126,796	129,332	131,918	134,557	137,248	139,993	142,793
26	129,300	131,886	134,524	137,215	139,959	142,758	145,613	148,525	151,496	154,526	157,616
27	142,723	145,578	148,489	151,459	154,488	157,578	160,730	163,944	167,223	170,568	173,979

L	M	N	O	P	Q	R	S	T	U	V	Grade
34,779	35,475	36,184	36,908	37,646	38,399	39,167	39,951	40,750	41,565	42,396	1
36,540	37,271	38,016	38,777	39,552	40,343	41,150	41,973	42,813	43,669	44,542	2
38,390	39,158	39,941	40,740	41,554	42,386	43,233	44,098	44,980	45,880	46,797	3
40,333	41,140	41,963	42,802	43,658	44,531	45,422	46,330	47,257	48,202	49,166	4
42,375	43,223	44,087	44,969	45,868	46,786	47,721	48,676	49,649	50,642	51,655	5
44,521	45,411	46,319	47,246	48,190	49,154	50,137	51,140	52,163	53,206	54,270	6
46,774	47,710	48,664	49,637	50,630	51,643	52,676	53,729	54,804	55,900	57,018	7
49,142	50,125	51,128	52,150	53,193	54,257	55,342	56,449	57,578	58,730	59,904	8
51,630	52,663	53,716	54,790	55,886	57,004	58,144	59,307	60,493	61,703	62,937	9
54,244	55,329	56,435	57,564	58,715	59,890	61,088	62,309	63,555	64,827	66,123	10
56,990	58,130	59,292	60,478	61,688	62,922	64,180	65,464	66,773	68,108	69,471	11
59,875	61,073	62,294	63,540	64,811	66,107	67,429	68,778	70,153	71,556	72,988	12
62,906	64,164	65,448	66,757	68,092	69,454	70,843	72,260	73,705	75,179	76,683	13
66,091	67,413	68,761	70,136	71,539	72,970	74,429	75,918	77,436	78,985	80,565	14
69,437	70,826	72,242	73,687	75,161	76,664	78,197	79,761	81,356	82,983	84,643	15
72,952	74,411	75,899	77,417	78,966	80,545	82,156	83,799	85,475	87,185	88,928	16
76,645	78,178	79,742	81,337	82,963	84,623	86,315	88,041	89,802	91,598	93,430	17
80,525	82,136	83,779	85,454	87,163	88,907	90,685	92,498	94,348	96,235	98,160	18
84,602	86,294	88,020	89,780	91,576	93,408	95,276	97,181	99,125	101,107	103,129	19
88,885	90,663	92,476	94,326	96,212	98,136	100,099	102,101	104,143	106,226	108,350	20
98,112	100,075	102,076	104,118	106,200	108,324	110,491	112,700	114,954	117,253	119,599	21
108,298	110,464	112,673	114,926	117,225	119,570	121,961	124,400	126,888	129,426	132,014	22
119,541	121,931	124,370	126,857	129,394	131,982	134,622	137,314	140,061	142,862	145,719	23
131,950	134,589	137,281	140,027	142,827	145,684	148,598	151,569	154,601	157,693	160,847	24
145,648	148,561	151,533	154,563	157,655	160,808	164,024	167,304	170,650	174,063	177,545	25
160,769	163,984	167,264	170,609	174,021	177,502	181,052	184,673	188,366	192,133	195,976	26
177,459	181,008	184,628	188,320	192,087	195,929	199,847	203,844	207,921	212,079	216,321	27

For the City of Mitchell

_____

Its Mayor

For the Union
Teamsters Local Union No. 120

_____

President Local 120

_____

Its Business Agent

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 18, 2024	**Requested By:**	Stephanie Ellwein

Desired Action of City Council:	Approval of the addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell & AFSCME Local 2922.
Amount Budgeted in current fiscal year for this item (if applicable):	
Agenda Item:	Action to Approve Agreement #A2024-50, An Addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell & Mitchell City Employees AFSCME Local 2922 for 2025 Wages
Explanation/Background of Agenda Item Requested:	This agreement amends the 2023-2025 Bargaining Agreement between the City of Mitchell & AFSCME which included a re-opener for wages in 2024 and in 2025. The City & AFSCME tentatively agreed to a 3% increase to the 2025 wage ranges during the 2024 negotiations. This addendum reflects this tentative agreement as well as the wage adjustment budgeted in the 2025 budget. Staff recommends approval of the agreement.

ADDENDUM to the 2023-2025 BARGAINING AGREEMENT

BETWEEN

CITY OF MITCHELL

And

MITCHELL CITY EMPLOYEES

AFSCME LOCAL 2922

For 2025 WAGES

APPENDIX C: 2025 COMPENSATION & CLASSIFICATION

The following items below are agreed to in accordance with 11.2 of the agreement for wages effective January 1, 2025.

- All Wage Ranges will be increased by 3%.
- Employees are eligible for a 2% performance-based step increase on the employee's anniversary.

2025 Compensation Plan- FT Positions- AFSCME

Section 1.0: The City recognizes the Union as the sole and exclusive bargaining agent for all the full time and regular part-time employees of the City of Mitchell, excluding elected officials, police officers, managers, confidential employees, exempt employees, seasonal and casual employees and supervisors

Dept	Division	# FTE	Title	GRADE	Exempt Status	Union	Comment
CP		3	Building Custodian	8	NON-EXEMPT	AFSCME	
PR	Rec	1	Personal Trainer	10	NON-EXEMPT	AFSCME	
PD, PR		2	Administrative Secretary	10	NON-EXEMPT	AFSCME	
PW	SS	1	Landfill Scale Master	10	NON-EXEMPT	AFSCME	
CS		1	Transit Dispatch Coordinator	13	NON-EXEMPT	AFSCME	
CS	TRAN	7	Transit Operator	10	NON-EXEMPT	AFSCME	
FIN		1	Utility Billing Clerk	12	NON-EXEMPT	AFSCME	
Pw	Utility		Non- Certified Utility Operator	10	NON-EXEMPT	AFSCME	(4) non-certified operators are hired at this level. Once certified they move to grade 13- Utility Operator I.
PW	SS	4	Refuse Collector/Driver	12	NON-EXEMPT	AFSCME	
FIN		1	Accounts Payable Technician	12	NON-EXEMPT	AFSCME	
PR, PW, CS		4	Administrative Assistant (1 PR, 1 PW 1 CS, I PW-SS)	12	NON-EXEMPT	AFSCME	
CP		3	Building Maintenance Technician	12	NON-EXEMPT	AFSCME	
GC	CEM	1	Cemetery Maintenance Technician	12	NON-EXEMPT	AFSCME	
GC	GOLF	1	Golf Specialist	12	NON-EXEMPT	AFSCME	
PR	PARKS	6	Parks Specialist	12	NON-EXEMPT	AFSCME	
FIN		1	Payroll and Accounts Receivable Technician	14	NON-EXEMPT	AFSCME	
PR	REC	1	Recreation Maintenance Specialist	12	NON-EXEMPT	AFSCME	
PW	Traffic	1	Traffic Technician	14	NON-EXEMPT	AFSCME	
PW	SS	5	Truck Driver and Equipment Operator	12	NON-EXEMPT	AFSCME	
PW	Utility	5	Utility Operator - Wastewater	13	NON-EXEMPT	AFSCME	(2) Move to grade 14 with posession of Class II license, grade 15 with class III license. Placement follows the promotion policy.
PW	Utility	1	Waste Water Pre-treatment Assistant	13	NON-EXEMPT	AFSCME	(2) Move to grade 14 with posession of Class II license, grade 15 with class III license. Placement follows the promotion policy.
PW	Utility	3	Utility Operator- Water	13	NON-EXEMPT	AFSCME	(2) Move to grade 14 with posession of Class II license, grade 15 with class III license. Placement follows the promotion policy.
PW	SS	7	Heavy Equipment Operator	13	NON-EXEMPT	AFSCME	
PW	SS	3	Mechanic	14	NON-EXEMPT	AFSCME	
LIB		1	Cataloguer	14	NON-EXEMPT	AFSCME	
LIB		2	Technical Services- Circulation Assistant	10	NON-EXEMPT	AFSCME	
PD		1	Code Enforcement Officer	14	NON-EXEMPT	AFSCME	
CS		1	Community Services Coordinator	14	NON-EXEMPT	AFSCME	
PR	PARKS	1	Parks Crewleader	14	NON-EXEMPT	AFSCME	
PR	SPORTS	1	Sports Complex Crewleader	14	NON-EXEMPT	AFSCME	
LIB		1	Adult & Young Adult Services Librarian	16	NON-EXEMPT	AFSCME	
LIB		1	Children's Services Librarian	16	NON-EXEMPT	AFSCME	
PR	CEM	1	Cemetery Sexton	16	NON-EXEMPT	AFSCME	
PR	REC	3	Recreation Coordinator	16	NON-EXEMPT	AFSCME	
PW		**2**	Engineering Technician	16	NON-EXEMPT	AFSCME	
PW	Utility	1	Waste Water Supervisor	19	NON-EXEMPT	AFSCME	supervisor
PW	Utility	1	Water Services Supervisor	17	NON-EXEMPT	AFSCME	supervisor

	A	B	C	D	E	F	G	H	I	J	K
1	27,972	28,531	29,102	29,684	30,278	30,883	31,501	32,131	32,773	33,429	34,097
2	29,388	29,976	30,575	31,187	31,810	32,447	33,095	33,757	34,433	35,121	35,824
3	30,876	31,493	32,123	32,765	33,421	34,089	34,771	35,466	36,176	36,899	37,637
4	32,439	33,087	33,749	34,424	35,113	35,815	36,531	37,262	38,007	38,767	39,543
5	34,081	34,763	35,458	36,167	36,890	37,628	38,381	39,148	39,931	40,730	41,544
6	35,806	36,522	37,253	37,998	38,758	39,533	40,324	41,130	41,953	42,792	43,648
7	37,619	38,371	39,139	39,921	40,720	41,534	42,365	43,212	44,077	44,958	45,857
8	39,523	40,314	41,120	41,943	42,781	43,637	44,510	45,400	46,308	47,234	48,179
9	41,524	42,355	43,202	44,066	44,947	45,846	46,763	47,698	48,652	49,625	50,618
10	43,626	44,499	45,389	46,297	47,223	48,167	49,130	50,113	51,115	52,138	53,180
11	45,835	46,752	47,687	48,640	49,613	50,606	51,618	52,650	53,703	54,777	55,873
12	48,155	49,119	50,101	51,103	52,125	53,167	54,231	55,315	56,422	57,550	58,701
13	50,593	51,605	52,637	53,690	54,764	55,859	56,976	58,116	59,278	60,464	61,673
14	53,155	54,218	55,302	56,408	57,536	58,687	59,861	61,058	62,279	63,525	64,795
15	55,845	56,962	58,102	59,264	60,449	61,658	62,891	64,149	65,432	66,741	68,075
16	58,673	59,846	61,043	62,264	63,509	64,779	66,075	67,396	68,744	70,119	71,522
17	61,643	62,876	64,133	65,416	66,724	68,059	69,420	70,808	72,225	73,669	75,142
18	64,764	66,059	67,380	68,728	70,102	71,504	72,934	74,393	75,881	77,399	78,947
19	68,042	69,403	70,791	72,207	73,651	75,124	76,627	78,159	79,722	81,317	82,943
20	71,487	72,917	74,375	75,863	77,380	78,927	80,506	82,116	83,758	85,434	87,142
21	78,908	80,486	82,096	83,738	85,413	87,121	88,863	90,641	92,454	94,303	96,189
22	87,100	88,842	90,619	92,431	94,280	96,165	98,089	100,050	102,051	104,092	106,174
23	96,142	98,065	100,026	102,027	104,067	106,149	108,272	110,437	112,646	114,899	117,197
24	106,123	108,245	110,410	112,618	114,871	117,168	119,511	121,902	124,340	126,827	129,363
25	117,140	119,482	121,872	124,310	126,796	129,332	131,918	134,557	137,248	139,993	142,793
26	129,300	131,886	134,524	137,215	139,959	142,758	145,613	148,525	151,496	154,526	157,616
27	142,723	145,578	148,489	151,459	154,488	157,578	160,730	163,944	167,223	170,568	173,979

L	M	N	O	P	Q	R	S	T	U	V	Grade
34,779	35,475	36,184	36,908	37,646	38,399	39,167	39,951	40,750	41,565	42,396	1
36,540	37,271	38,016	38,777	39,552	40,343	41,150	41,973	42,813	43,669	44,542	2
38,390	39,158	39,941	40,740	41,554	42,386	43,233	44,098	44,980	45,880	46,797	3
40,333	41,140	41,963	42,802	43,658	44,531	45,422	46,330	47,257	48,202	49,166	4
42,375	43,223	44,087	44,969	45,868	46,786	47,721	48,676	49,649	50,642	51,655	5
44,521	45,411	46,319	47,246	48,190	49,154	50,137	51,140	52,163	53,206	54,270	6
46,774	47,710	48,664	49,637	50,630	51,643	52,676	53,729	54,804	55,900	57,018	7
49,142	50,125	51,128	52,150	53,193	54,257	55,342	56,449	57,578	58,730	59,904	8
51,630	52,663	53,716	54,790	55,886	57,004	58,144	59,307	60,493	61,703	62,937	9
54,244	55,329	56,435	57,564	58,715	59,890	61,088	62,309	63,555	64,827	66,123	10
56,990	58,130	59,292	60,478	61,688	62,922	64,180	65,464	66,773	68,108	69,471	11
59,875	61,073	62,294	63,540	64,811	66,107	67,429	68,778	70,153	71,556	72,988	12
62,906	64,164	65,448	66,757	68,092	69,454	70,843	72,260	73,705	75,179	76,683	13
66,091	67,413	68,761	70,136	71,539	72,970	74,429	75,918	77,436	78,985	80,565	14
69,437	70,826	72,242	73,687	75,161	76,664	78,197	79,761	81,356	82,983	84,643	15
72,952	74,411	75,899	77,417	78,966	80,545	82,156	83,799	85,475	87,185	88,928	16
76,645	78,178	79,742	81,337	82,963	84,623	86,315	88,041	89,802	91,598	93,430	17
80,525	82,136	83,779	85,454	87,163	88,907	90,685	92,498	94,348	96,235	98,160	18
84,602	86,294	88,020	89,780	91,576	93,408	95,276	97,181	99,125	101,107	103,129	19
88,885	90,663	92,476	94,326	96,212	98,136	100,099	102,101	104,143	106,226	108,350	20
98,112	100,075	102,076	104,118	106,200	108,324	110,491	112,700	114,954	117,253	119,599	21
108,298	110,464	112,673	114,926	117,225	119,570	121,961	124,400	126,888	129,426	132,014	22
119,541	121,931	124,370	126,857	129,394	131,982	134,622	137,314	140,061	142,862	145,719	23
131,950	134,589	137,281	140,027	142,827	145,684	148,598	151,569	154,601	157,693	160,847	24
145,648	148,561	151,533	154,563	157,655	160,808	164,024	167,304	170,650	174,063	177,545	25
160,769	163,984	167,264	170,609	174,021	177,502	181,052	184,673	188,366	192,133	195,976	26
177,459	181,008	184,628	188,320	192,087	195,929	199,847	203,844	207,921	212,079	216,321	27

IN WITNESS WHEREOF, the parties below have set their hands this _____day of _____, 2022.

FOR AFSCME LOCAL 2922:

_____

_____

_____

FOR The City of Mitchell:

_____

_____

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	November 18, 2024	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-75, Creating Tax Increment District #40-Golden Prairie Apartments LLC		

Explanation/Background of Agenda Item Requested:

This proposed TIF District #40 relates to the new Golden Prairie Apartments LLC. It is anticipated that the Developer will be adding 48 new apartment units with a mix of 1, 2, and 3 bedroom options. All units will meet the state's criteria for affordable housing rental rates. The primary purpose of the TIF is to utilize the increment generated to reimburse the costs of improving the site and related project expenses.

After receiving initial application materials, the TIF Review Committee met to determine if the project plan included all the information required by law and ordinance. After all revisions, the project plan does now appear to meet all requirements of state and local law. The Planning Commission met and held a hearing on the matter on November 12, 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 40 are contained within the proposed resolution.

RESOLUTION R2024-75

A RESOLUTION PROVIDING FOR THE CREATION OF CITY OF MITCHELL TAX INCREMENTAL DISTRICT NUMBER FORTY

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Forty (TID 40) 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 November 12, 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 Forty 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 18, 2024, the City of Mitchell Tax Incremental District Number Forty (TID 40). TID 40 is legally described as follows:

   Lot One (1), excluding Lot One-A (1A,) in Block Three (3) of Stardust Subdivision to the City of Mitchell, Davison County, South Dakota.

   with a map showing said boundaries included in the Project Plan presented to Council on November 18, 2024.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 40 was held on November 12, 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 40;
   c. Pursuant to SDCL 11-9-13, the project plan for TID 40 includes information satisfying each of the 5 requirements contained therein;
   d. Pursuant to SDCL 11-9-16, the project plan for TID 40 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 40 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 Forty Fund (TID 40 Fund).

7. All tax increments collected pursuant to TID 40 shall be deposited into the TID 40 Fund.

8. All funds in the TID 40 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 40
CITY OF MITCHELL

TAX INCREMENTAL
PROJECT PLAN
In conjunction with
Golden Prairie Apartments, LLC, Developer

Mitchell TIF District 40 Boundary Map

Table of Contents

INTRODUCTION AND PURPOSE 3
GENERAL DEFINITIONS AS USED IN THIS PLAN 3
KIND, NUMBER, LOCATION AND DETAILED COSTS OF PROPOSED PUBLIC WORKS AND IMPROVEMENTS 8
TAXABLE VALUE OF MITCHELL 8
EXPENDITURES EXCEEDING ESTIMATED COST 12
DEVELOPER'S AGREEMENT 12
FEASIBILITY STUDY. 14
ECONOMIC DEVELOPMENT STUDY 14
DETAILED LIST OF ESTIMATED PROJECT COSTS 14
FISCAL IMPACT STATEMENT 14
METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS 14
MAXIMUM AMOUNT OF TAX INCREMENTAL REVENUE 14
DURATION OF TAX INCREMENTAL PLAN 14
ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS 15
CONDITIONS MAP, IMPROVEMENTS MAP, ZONING CHANGE MAP 15
CHANGES TO THE CITY OF MITCHELL MASTER PLAN, MAP, BUILDINGS CODES AND CITY ORDINANCES. 15
LIST OF ESTIMATED NON-PROJECT COSTS 15
STATEMENT OF DISPLACEMENT AND RELOCATION PLAN 16
PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY. 16
LIST OF SCHEDULES 16
ATTACHMENTS 16
SCHEDULE 1 - "DETAIL OF PROJECT COSTS" 17
SCHEDULE 2 – "ESTIMATED CAPTURED TAXABLE VALUES" 19
SCHEDULE 3 - “FISCAL IMPACT STATEMENT” 21
SCHEDULE 4 – “ECONOMIC FEASIBILITY STUDY” 22
SCHEDULE 5 – “ECONOMIC DEVELOPMENT STUDY” 23
ATTACHMENT 1 24
ATTACHMENT 2 26
ATTACHMENT 3 27
ATTACHMENT 4 29

INTRODUCTION AND PURPOSE

The purpose of this Plan, to be implemented by the City of Mitchell, Davison County, South Dakota, is to satisfy the requirements for a Tax Incremental District Plan Number 40, City of Mitchell, Davison County as specified in SDCL Chapter 11-9. There are 11 mandated requirements of the Plan, each to be addressed in this Plan. 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.

This Plan was prepared for adoption by the City Planning Commission and the City Council in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development through the construction of Affordable Housing through a two-story multi-housing project that will consist of forty-eighty (48) one-, two- and three-bedroom apartment units. The name of the project is "Golden Prairie Apartments." The apartment mix will consist of eight (8) 1-bedroom units, twelve (12) 2-bedroom units, and four (4) 3-bedroom units in each building. The intent of Golden Prairie Apartments is to create a two (2) building, 48-unit affordable apartment complex to be rented at a monthly rental rate to be at or below 80% of the area median income, as more fully set forth on page 23 of this Project Plan.

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 to provide Affordable Housing and to promote economic development throughout the TIF District and the City of Mitchell.

Development in the area is anticipated to occur in the near future, with the potential for tax increment financing to provide the impetus and means to undertake this development at a faster pace than might occur otherwise.

The Golden Prairie Apartments real estate and building (when completed) will be owned by Golden Prairie Apartments, LLC, a South Dakota limited liability company ("Golden Prairie Apartments, LLC"). The project will be developed by Golden Prairie Apartments, LLC, a South Dakota limited liability company ("Developer").

GENERAL DEFINITIONS AS USED IN THIS PLAN

The following terms found in this Plan have the following meanings:

"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" means property that meets any of the following criteria:

Any area, including slum area, in which the structures, buildings, or improvements, by reason of:

(1) dilapidation, age, or obsolescence;

(2) inadequate provisions for ventilation, light, air, sanitation, or open spaces;

(3) high density of population and overcrowding;

(4) the existence of conditions which endanger life or property by fire and other causes; or

(5) any combination of such factors;

are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and which is detrimental to the public health, safety, morals, or welfare, is a blighted area[1]; or

Any area which by reason of:

(1) the presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures;

(2) predominance of defective or inadequate street layouts;

(3) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

(4) unsanitary or unsafe conditions;

(5) deterioration of site or other improvements;

(6) diversity of ownership, tax, or special assessment delinquency exceeding the fair value of the land;

(7) defective or unusual conditions of title;

(8) the existence of conditions which endanger life or property by fire and other causes; or

(9) any combination of such factors;

substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use, is a blighted area [2]; or

Any area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of a municipality, is a blighted area.[2]

"City of Mitchell" means Mitchell, South Dakota.

"Department of Revenue" means the South Dakota Department of Revenue.

"Developer" means Golden Prairie Apartments, LLC, a South Dakota limited liability company.

"Developer's Agreement" means the agreement between Golden Prairie Apartments, LLC, and the 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 of City of Mitchell.

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

---

[1] SDCL § 11-9-9

[2] SDCL § 11-9-10

"Governing body" means City of Mitchell City Council.

"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.

"Municipality" means any incorporated city or county in this state.

"Owner" means Golden Prairie Apartments, LLC, a South Dakota limited liability company.

"Planning Commission" means City of Mitchell Planning Commission.

"Plan" means this Project Plan.

"Project Costs" means any expenditure or monetary obligations by Developer, 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 Developer in connection with the implementation of this Plan.

"Project Plan" means properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-13.

"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 City 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 City and/or County defined and created by resolution of the governing body and named City of Mitchell Tax Incremental District #40.

"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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PROPERTY WITHIN THE TAX INCREMENT DISTRICT

The real property to be located within the Tax Increment District will have a legal description of:

> Lot One (1), excluding Lot One-A (1A,) in Block Three (3) of Stardust Subdivision to the City of Mitchell, Davison County, South Dakota (2.29 acres, more or less)

The area making up Tax Increment District #40 is shown on the Boundary Map attached to the following page.

CREATION OF CITY OF MITCHELL TID NUMBER 40

Golden Prairie Apartments, LLC, desires to create a Tax Incremental Financing District ("TID") to assist in the construction of public infrastructure and other TID eligible expenses on land located within the corporate limits of the City of Mitchell, Davison County, South Dakota. As presented by the Developer, the TID will consist of one phase as follows:

> Site preparation (utilities, asphalt, concrete), and other TID eligible expenses for the Affordable Rental Housing Project area proposed for the TID area.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Figure 1. TID 40 Boundary

Mitchell TIF District 40 Boundary Map

TIF boundary outlined in **cyan** below.

Listing Of Kind, Number, Location And Detailed Costs Of Proposed Public Works And Improvements[3]

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 by the Developer.

The City is working to develop an economic and competitive base to benefit the City and the state 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 an Affordable Housing Project and 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 Developer or its assignee 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 following additional objectives:

- To address and remedy conditions in the area that impair or arrest the sound growth of the City;
- To implement the Comprehensive Plan and its related element;
- To redevelop and rehabilitate the area in a manner which is compatible with and complementary to unique circumstances in the area;
- To effectively utilize undeveloped and underdeveloped land;
- To ultimately contribute to increased revenues for all taxing entities;
- To encourage the voluntary construction of buildings, improvements, and conditions;
- To watch for market and/or project opportunities to promote economic development, and when such opportunities exist, to take action within the financial, legal and political limits of the City to acquire land, pursue redevelopment, improvement and construction projects; and
- To improve areas that are likely to significantly enhance the value of substantially all property in the district.

Taxable Value of Mitchell

State law requires that tax increment districts cannot exceed ten percent of the taxable value of the City of Mitchell. This value for Mitchell is approximately $1,486,087,639.00. The base value of the taxable property for inclusion into this Tax Incremental District, as per the Director of Equalizations records is $174,654 as set forth on the following page:

[3] SDCL §11-9-16(1)

TIF 40 Base Valuations

Lot One (1), excluding Lot One A (1A), in Block Three (3) of Stardust Subdivision to the City of Mitchell, Davison County, South Dakota

Full & True Base Value: $174,654

Total base value of active TIF Districts in Mitchell is as follows:

Tax Increment District Number 8	$6,002,565
Tax Increment District Number 9	$50,400
Tax Increment District Number 14	$37,850
Tax Increment District Number 16	$5,005,495
Tax Increment District Number 19	$13,370
Tax Increment District Number 20	$151,890
Tax Increment District Number 21	$125,082
Tax Increment District Number 23	$3,004,275
Tax Increment District Number 24	$401,798
Tax Increment District Number 26	$0
Tax Increment District Number 27	$1,002,685
Tax Increment District Number 28	$2,119,490
Tax Increment District Number 29	$397,815
Tax Increment District Number 30	$55,610
Tax Increment District Number 31	$615,554
Tax Increment District Number 32	$1,557,071
Tax Increment District Number 33	$818,913
Tax Increment District Number 34	$1,325,237

Tax Increment District Number 35	$174,654
Tax Increment District Number 36	$221,229
Tax Increment District Number 37	$79,277
Tax Increment District Number 38	$93,065
Tax Increment District Number 39	$32,305
Tax Increment District Number 40	$174,654
TOTAL	$23,460,284

The total value of all active TIF districts in Mitchell is less than 10% of total taxable value in the City. Using the base values provided above with the inclusion of the proposed TIF #40, the total Tax Increment Districts combined is less than 2% when compared to the 2023 Taxable Valuation.

The proposed Tax Incremental District will promote economic growth and enhancements in City of Mitchell. It is anticipated that a majority of properties within the district will see increases in their property valuation as a result of improvements made possible through creation of the proposed Tax Incremental District.

COSTS OF PUBLIC WORKS OR IMPROVEMENTS

In accordance with SDCL § 11-9-16 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements:

Kind of Project Cost	Number of Projects	Location[4]	Amount	Reference[5]
Capital Costs		District	$0	11-9-14(1)
Financing Costs		District	$0	11-9-14(2)
Real Property Assembly		District	$0	11-9-14(3)
Professional Fees		District	$0	11-9-14(4)
Administrative Costs		District	$0	11-9-14(5)
Relocation Costs		District	$0	11-9-14(6)
Organizational Costs		District	$0	11-9-14(7)
Discretionary Costs and Grants		District	$1,610,000	11-9-14(8)
Eligible Project Costs			$1,610,000	

*See Schedule 1 - list of TIF-Qualified project costs to be paid by Developer which qualify as project costs under 11-9-14(1) through (7).

[4] District shall mean the Tax Increment District.

[5] SDCL §11-9-14

(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 $1,610,000.

EXPENDITURES EXCEEDING ESTIMATED COST

Any expenditures which in sum would exceed the total amount stated above will require an amendment of this plan. All amendments are undertaken pursuant to 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 $1,610,000.
- 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 $1,610,000 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 affordable housing, 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 $1,610,000 will be the maximum amount the City will ever pass on acting as a conduit for TIF #40 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 $1,610,000 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:

- Golden Prairie Apartments, 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 Developer agrees to maintain maximum monthly rental-rates consistent with the guidance provided by the South Dakota Housing Authority for affordable housing, to be at or below 80% of the area median income.
- The Developer shall submit a report to the City no later than November 15 of each calendar year on a form provided by the City.
- 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.

FEASIBILITY STUDY[6]

An economic feasibility study is attached as Schedule 4. The project is only feasible if there is contribution from the City through the Tax Increment District.

ECONOMIC DEVELOPMENT STUDY

Not less than 50% of the area will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, and manufacturing by creating affordable housing for workforce, as indicated in the Economic Development Study attached as Schedule 5.

DETAILED LIST OF ESTIMATED PROJECT COSTS[7]

Attached as Schedule 1 is a detailed list of estimated Project Costs. No expenditure for Project Costs is provided for more than five years after the district is formed.

FISCAL IMPACT STATEMENT[8]

Attached as Schedule 3 is the Fiscal Impact Statement on other taxing districts found within the Tax Increment District, both until and after the loans are repaid.

METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS[9]

Project Costs shall be paid by the proceeds of tax increment revenue. The City may reimburse for administrative costs from the tax increments at the end of the Plan after payment of all approved reimbursable costs.

MAXIMUM AMOUNT OF TAX INCREMENTAL REVENUE

The maximum amount of monetary obligations to be paid through Tax Increment Number 40 shall not to exceed $1,610,000, or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District plus interest. In the alternative or in combination therewith, the City may issue one or more tax increment bond series or may enter into one or more development agreements whereby the tax increment revenues would be used in accordance with the terms and conditions of the development agreements (the "monetary obligation").

DURATION OF TAX INCREMENTAL PLAN

The duration of the Plan will extend to the number of years it will take for the extinguishment of any bonds or monetary obligations; however, in no event may the positive tax increments be allocated longer than twenty (20) years after the calendar year of creation.

---

[6] SDCL §11-9-16(2)
[7] SDCL §11-9-16(3)
[8] SDCL § 11-9-16(4)
[9] SDCL § 11-9-13(5)

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 and thereafter. The tax increment will be available to the taxing jurisdictions at or before 20 years after at the creation of the District. Schedule 2 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds or monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value plus the tax incremental values.

CONDITIONS MAP[10], IMPROVEMENTS MAP[11], ZONING CHANGE SCHEDULE[12]

The conditions map is attached as Attachment 1. The Improvements map is attached as Attachment 2. The Zoning Change Schedule is attached as Attachment 3.

CHANGES TO THE CITY OF MITCHELL MASTER PLAN, MAP, BUILDING CODES AND CITY ORDINANCES[13]

The City has made or will make such changes in the master plan, map, building codes and City ordinances as indicated on Attachment 3.

LIST OF ESTIMATED NON-PROJECT COSTS[14]

The following is a list of the non-Project Costs. All costs are listed as taxable value, actual non-project costs will exceed the following amounts.

Item	Amount
Affordable Apartment Rental Complex	$3,126,950
Total Non-Project Cost	$10,503,645

[10] SDCL § 11-9-16(1)
[11] SDCL § 11-9-16(2)
[12] SDCL § 11-9-16(3)
[13] SDCL §11-9-16(4)
[14] SDCL §11-9-16(5)

STATEMENT OF DISPLACEMENT AND RELOCATION PLAN[15]

No residents or families will be displaced by the Project. There are no families or persons residing on the premises. Therefore, no relocation Plan is needed.

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 Detail of Project Costs
SCHEDULE 2 Estimated Captured Taxable Values
SCHEDULE 3 Fiscal Impact Statement
SCHEDULE 4 Economic Feasibility Study
SCHEDULE 5 Economic Development Study

ATTACHMENTS

Attachment 1. Map and Legal Description and existing uses and conditions

Attachment 2. Map of Real property/Improvement

Attachment 3. List of proposed changes in zoning ordinances

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[15] SDCL §11-9-16(16)

SCHEDULE 1 – "DETAIL OF PROJECT COSTS"

Kind of Project Cost	Number of Projects	Location[16]	Amount	Reference[17]
Capital Costs		District	$0	11-9-14(1)
Financing Costs		District	$0	11-9-14(2)
Real Property Assembly		District	$0	11-9-14(3)
Professional Fees		District	$0	11-9-14(4)
Administrative Costs		District	$0	11-9-14(5)
Relocation Costs		District	$0	11-9-14(6)
Organizational Costs		District	$0	11-9-14(7)
Discretionary Costs and Grants	1	District	$1,610,000	11-9-14(8)
Eligible Project Costs			$1,610,000	

[16] District shall mean the Tax Increment District.

[17] SDCL §11-9-14 (see page 11)

TIF ELIGIBLE EXPENSES/RESPONSIBLE DEVELOPER

SDCL 11-9-15

Golden Prairie Apartments Cost Breakdown

Description	Total Cost	Non-Elgible Expenses	Elgible TIF Expenses
Rent-Up/Marketing	**$41,406**	$ 41,406	
Developer's Fee	**$67,993**	$ 67,993	$ -
Professional Services	**$14,868**	$ -	*$ 14,868*
Land	**$399,010**	$ 399,010	$ -
On Site Improvements (Utilities, Asphalt, concrete)	**$473,391**	$ -	*$ 473,391*
Landscaping	**$65,937**	$ -	*$ 65,937*
Earthwork	**$302,400**	$ -	*$ 302,400*
New Building	**$3,126,950**	$ 3,126,950	$ -
Plumbing	**$1,026,432**	$ 872,467	*$ 153,965*
Roofing/Pavers	**$44,048**	$ 44,048	$ -
Electrical, Communication & Security	**$535,008**	$ 454,757	*$ 80,251*
Foundation Insulation	**$5,821**	$ -	*$ 5,821*
General Conditions	**$402,188**	$ 145,068	*$ 257,120*
Fire Suppression	**$41,800**	$ -	*$ 41,800*
Excise Taxes	**$127,013**	$ -	*$ 127,013*
Building permit	**$23,369**	$ -	*$ 23,369*
Construction Contingency	**$199,232**	$ 169,347	*$ 29,885*
Architect Fee-Design (LDG)	**$138,722**	$ 69,361	*$ 69,361*
Plat/Surveys	**$2,500**	$ -	*$ 2,500*
Construction Insurance	**$37,000**	$ -	*$ 37,000*
Permanent Interest	**$5,023,993**	$ 5,023,993	$ -
Construction Interest	**$75,622**	$ 75,622	$ -
Loan Origination Fee	**$22,407**	$ 22,407	$ -
Legal, Closing Costs, Misc Fees	**$14,340**	$ -	*$ 14,340*
Grand Totals	**$12,211,451**	**$ 10,512,429.55**	**$ 1,699,021.88**

* The Eligible TIF Expenses depicted as a portion of the entire cost reflect that portion which is TIF Eligible compared to the portion allocated to non-eligible expenses.
** Construction Contingencies directly correspond to cost including but not limited to: on-site improvements, landscaping, earthwork, new building, and more.

Despite TIF-eligible expenses likely exceeding those shown here of approximately $1.7 Million Dollars, Developer is only seeking reimbursement of $1,610,000 from TIF revenue, as that is the anticipated amount of real estate taxes estimated to be generated from the TIF.

Earthwork includes mass grading, the pouring of foundations, and back filling.

On site improvements include a 30,000+ SF parking lot, sidewalk, landscaping, curb/gutter, and trash enclosures.

That portion of General Conditions being depicted as TIF eligible expenses here include, in particular, site supervision costs and equipment rentals as it relates to this project.

SCHEDULE 2 – "ESTIMATED CAPTURED TAXABLE VALUES"

INCREMENT-ESTIMATED TAXES THAT WILL GO TO TAX INCREMENT FUND

Taxing Districts	**Levy ($ per 1000)**
Davison County	$3.520
Mitchell School District	$10.600
James River Water Development District	$0.006
City of Mitchell	$4.530
Total Tax Levy	$18.71

Based upon the foregoing tables and for purposes of this Project Plan, the construction of the project will commence in 2024 and be completed in the fall of 2025. Completion of the two (2) buildings is anticipated to take approximately thirteen (13) months.

It is anticipated that the Developer will procure financing to fund the public infrastructure going into the TID improvements. Golden Prairie Apartments, LLC, is planning to obtain construction to permanent financing at approximately 62.5% loan to cost. The remaining 37.5% of project funding will be cash in the form of Owner's equity.

It is assumed that all obligations within the TID will be adequately secured as to allow the payment of principal and interest when due.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
TO ACCOMMODATE TABLE]

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			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913		
2025	2026	2027	$ 4,743,000.00	$ 4,743,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$81,028.38	$ 81,028.38
2026	2027	2028	$ 527,000.00	$ 5,270,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 171,059.91
2027	2028	2029			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 261,091.44
2028	2029	2030			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 351,122.97
2029	2030	2031			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 441,154.51
2030	2031	2032			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 531,186.04
2031	2032	2033			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 621,217.57
2032	2033	2034			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 711,249.10
2033	2034	2035			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 801,280.63
2034	2035	2036			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 891,312.16
2035	2036	2037			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 981,343.70
2036	2037	2038			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 1,071,375.23
2037	2038	2039			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 1,161,406.76
2038	2039	2040			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 1,251,438.29
2039	2040	2041			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 1,341,469.82
2040	2041	2042			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 1,431,501.35
2041	2042	2043			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 1,521,532.89
2042	2043	2044			0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$90,031.53	$ 1,611,564.42
2043	2044	-										
2044	-	-										

Valuation Increment * Non-Ag Factor * Total Mill Rate

True & Full Value of Improvements	$	5,270,000.00
Assessed Value of Improvements	$	4,811,510.00

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 - "FISCAL IMPACT STATEMENT"

FISCAL IMPACT STATEMENT - TAX INCREMENT DISTRICT NUMBER 40

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 § 11-9-16(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 40

"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 an estimated amount of $5,270,000.

2. The average tax levy of all taxing districts will be $18.71 per thousand dollars of taxable valuation (2024).

3. Tax increment will start to be collected in 2026 and end in or prior to 2044.

4. The discretionary formula will be waived by the Developer of the project.

FISCAL IMPACT:

The total fiscal impact upon the taxing entities during the term of the Tax Increment District will be an estimated $1,610,000. There will be no fiscal impact for the first year of the Tax Increment District.

SCHEDULE 4 – "ECONOMIC FEASIBILITY STUDY"

The City of Mitchell has been approached by Golden Prairie Apartments, LLC ("Developer"), concerning the creation of a tax increment district to be located within the City of Mitchell, Davison County, South Dakota. The Project which will consist of an Affordable Housing Project consisting of a multi-family rental housing unit consisting of 48 one, two- and three-bedroom apartment units. The unit "mix" of each building will consist of eight (8) 1-bedroom units, twelve (12) 2-bedroom units, and four (4) 3-bedroom units. The project will be located on approximately 2.29 acres of land, more or less, located within the City of Mitchell. This land has not previously been developed.

The Developer has indicated that the project is not feasible without the assistance of the Tax Increment District. This is a "but for" type of tax increment district financing. The project will not proceed "but for" the assistance from the City through the creation of a tax increment district for the project.

The City has made it clear that City funding for these public improvements must be supported by the tax revenues generated by the Project, and not by the general revenues of the City. The vehicle through which this can be accomplished is through tax increment financing under the South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tools 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 City of Mitchell has guidelines for the use of tax increment financing within the City. While the guidelines are consistent with South Dakota Codified Law and the process is generally the same as provided for within statute, there are a few exceptions and instances where the City has taken the liberty to further define and interpret.

The estimated increment resulting from the improvements would be $1,611,564.

SCHEDULE 5 – "ECONOMIC DEVELOPMENT STUDY"

SECTION 1- INTRODUCTION

The City has been approached concerning the creation of a tax increment district located within the City of Mitchell, Davison County, South Dakota. 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, Affordable Housing, 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. This Schedule will address Economic Development through the development of an Affordable Housing Project within the City of Mitchell city limits.

Mitchell has been a leader in many areas of industry, but in the 2010-2020 decade grew by the smallest percentage of all the eastern South Dakota cities. This served as a wake-up that Mitchell needed to do something to increase its number of affordable living options. Additionally, the large increase in building costs during the past two years has decreased the buying power of individuals looking to purchase a new home, creating even more challenges to meet our need of affordable housing.

Augustana University research published a housing study for the City of Mitchell in August of 2022. The study generally provided that more affordable living options were required to accommodate the City's full potential.

The extremely low vacancies in owner-occupied homes reflects the need to focus on providing more affordable living options that will enable newcomers to come to Mitchell for employment, such as the proposed apartment project. If workers are not able to find a place to stay, they will be forced to pass over Mitchell and go to one of the other similar-sized cities, as all cities have employment available for newcomers.

The study also recommends new construction incentives including reduced lot prices and local government-provided infrastructure which we are proposing with the use of this TIF to assist in the payment of the infrastructure costs.

SECTION 2 - STUDY AREA BOUNDARY/FINDING OF BLIGHT

The Study area is described as the area depicted on the map attached to this Project Plan as Attachment 1 and includes the legal descriptions set forth within this Project Plan. The TIF area contains 2.29 acres of open ground. It currently has no site improvement. An open area such as this within the city limits of the City of Mitchell substantially impairs and arrests the sound growth of the City as defined by SDCL 11-9-10, which provides an "open area" as blighted. A factor keeping this area from being further developed is the cost of public infrastructure and site preparation. The approval of this TIF will provide a way for Developer to provide the required infrastructure, which cannot be done without the TIF.

SECTION 3 - ESTABLISHING AFFORDABLE HOUSING CRITERIA

Developer has identified real property located in Mitchell, South Dakota, near the intersection of E. Spruce Street and South Capital Street, consisting of 2.29 acres. The project will provide for the construction of two (2) new two-story buildings, each consisting of 24 one-, two- and three-bedroom apartment units, consisting of eight (8) 1-bedroom units, twelve (12) 2-bedroom units, and four (4) 3-bedroom units. Pursuant to South Dakota Department of Revenue guidelines, the apartments will offer a monthly rental rate to be at or below the calculated rent for the state's 80% area median income as of the date the district is completed.

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

The primary goal of the TID is to provide additional Affordable Housing options to the Mitchell, South Dakota area by developing a project to be constructed upon real property located within the TID boundaries, to complete site preparation and public infrastructure necessary to serve the real property located within the TID boundaries.

The TID area consists of a large, undeveloped tract (2.29 acres) within the corporate city limits of the City. The completion of the Affordable Housing apartment complex will allow for the creation of new jobs and the retention of existing jobs and develop not only the general economic welfare and prosperity of the City of Mitchell, but also of the State of South Dakota through promotion and advancement of commercial and industrial business.

It is specifically found that once the improvements set forth within City TID #40 Project Plan are completed, this project will significantly enhance the value of substantially all of the other real property in the TID District. It is anticipated that the Project will provide additional development and employment opportunities in the Mitchell and Davison County area through providing Affordable Rental Housing options in Mitchell, South Dakota.

Section 5 - Conditions within the Study Area; Land Use and Planning

Land Use and Planning

Comprehensive Plan

The proposed use of the district is consistent with the City of Mitchell Comprehensive Plan.

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 by increasing the number of Affordable Rental Housing units in Mitchell, Davison County area, as well as creating new employment opportunities and retaining existing jobs for the Mitchell area, 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).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTACHMENT 1

LEGAL DESCRIPTION

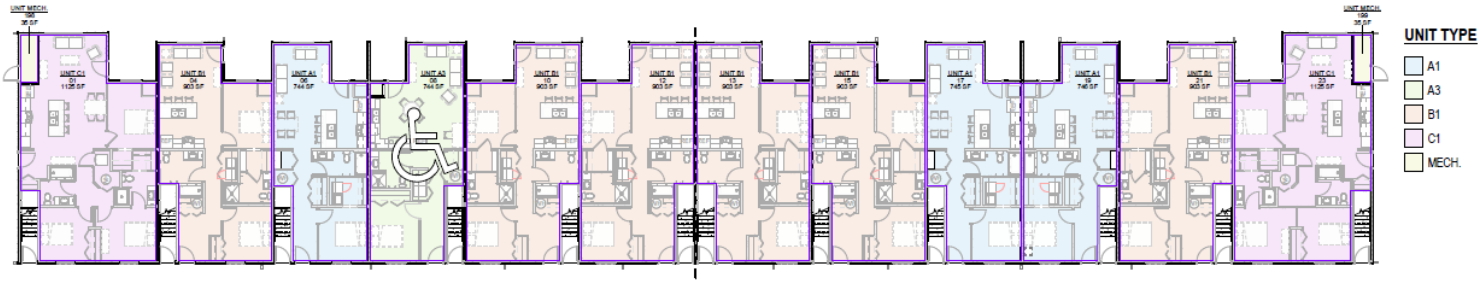
Lot One (1), excluding Lot One A (1A), in Block Three (3) of Stardust Subdivision to the City of Mitchell, Davison County, South Dakota (2.29 acres, more or less)

ATTACHMENT 2

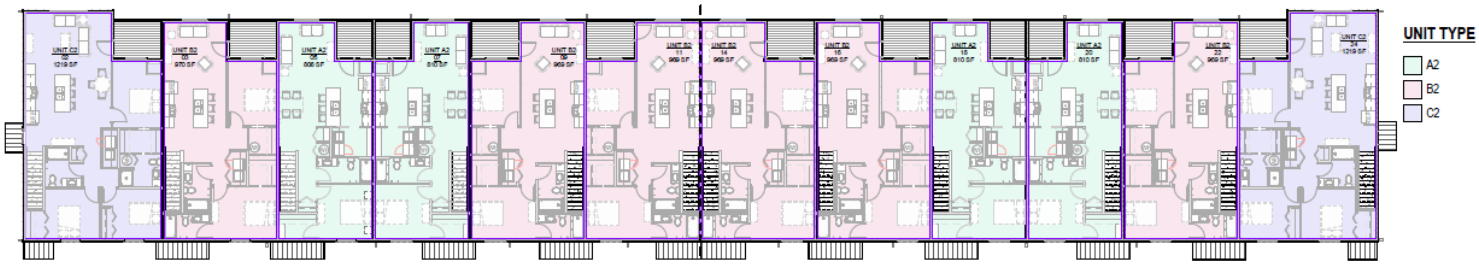
CONDITIONS MAP

ATTACHMENT 3

MAP OF REAL PROPERTY/IMPROVEMENTS



1 FIRST FLOOR - UNIT MIX



2 SECOND FLOOR - UNIT MIX

The real property to be located within the Tax Increment District is located near the intersection of E. Spruce Street and South Capital Street in Mitchell, South Dakota, as legally described on page 6 of the Project Plan.

1 NORTH ELEVATION SIDE A
1/8" = 1'-0"

2 NORTH ELEVATION SIDE B
1/8" = 1'-0"

3 SOUTH ELEVATION SIDE A
1/8" = 1'-0"
NOTE: SIDES OF DECK BAYS TO BE RICH ESPRESSO. SEE KEYNOTE 7.57

5 WEST ELEVATION
1/8" = 1'-0"

4 SOUTH ELEVATION SIDE B
1/8" = 1'-0"
NOTE: SIDES OF DECK BAYS TO BE RICH ESPRESSO. SEE KEYNOTE 7.57

6 EAST ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION NOTES

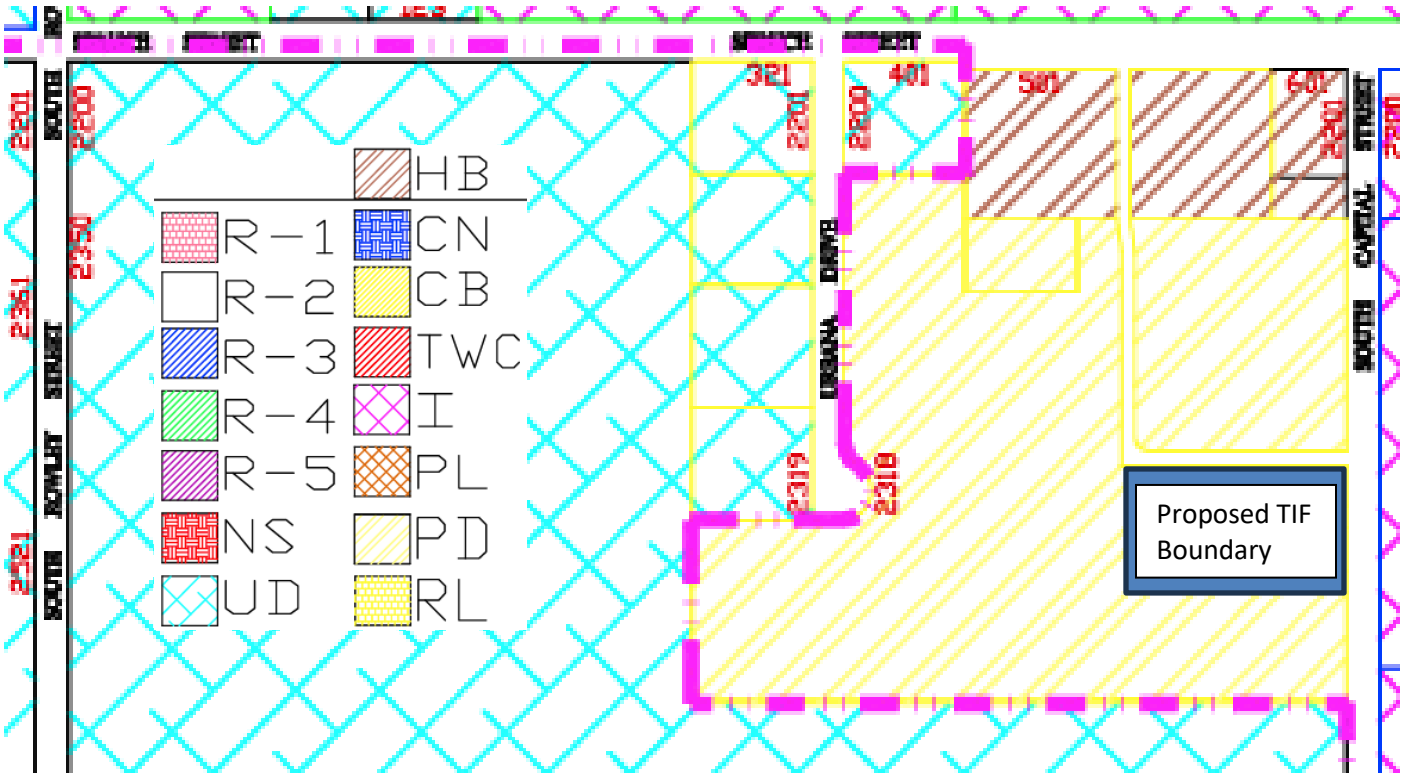
1. SEE CIVIL, STRUCTURAL, MECHANICAL, AND ELECTRICAL FOR ADDITIONAL INFORMATION AND COORDINATION.
2. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND / OR THE SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE A/E FOR RESOLUTION PRIOR TO WORK. SHOULD THE DRAWINGS OR THE SPECIFICATIONS DISAGREE WITH THEMSELVES OR WITH EACH OTHER, THE CONTRACTOR SHALL PROVIDE THE BETTER QUALITY OR GREATER QUANTITY OF WORK AND/OR MATERIALS.
3. ALL TRADES ARE REQUIRED TO REVIEW THE CONTRACT DOCUMENTS AS A WHOLE. NOT REVIEWING THE CONTRACT DOCUMENTS IN THEIR ENTIRETY, IS AT THE SOLE RISK OF THE CONTRACTOR. ERRORS AND OMISSIONS FROM NOT REVIEWING THE ENTIRE PROJECT SCOPE WILL NOT BE ACCEPTABLE.
4. EXTERIOR LOUVERS & PENTRATIONS TO MATCH SURROUNDING EXTERIOR FINISH COLOR. VERIFY FINAL COLOR WITH ARCHITECT.
5. EXTERIOR METER PANELS TO FIXED ON FLAT PANEL SIDING WITH 4" TRIM. VERIFY FINAL SIZE WITH ELECTRICAL PRIOR TO ORDER / INSTALLATION.
6. PROVIDE WEATHER TIGHT SEAL AROUND ALL PENETRATIONS THROUGH BUILDING ENVELOPE
7. ALL INSTALLED MATERIALS TO BE COMPATIBLE WITH ONE ANOTHER CAUSING NO DELETERIOUS EFFECTS.

KEYNOTE SCHEDULE

5.14	COMPOSITE DECKING (B.O.D. + TREX DECK, REFERENCE STRUCTURAL)
6.25	42" TALL PREFABBED METAL RAILING, FINISH: BLACK
7.32	ROOF SYSTEM CONSISTS OF: 30 YEAR LAMINATED FIBERGLASS SHINGLES, #15 ASPHALT FELT UNDERLAYMENT (SELF ADHERED ICE AND WATER SHIELD RUBBERIZED MEMBRANE 60" UP FROM EAVE & 36" EACH SIDE OF ALL VALLEYS), PLYWOOD ROOF SHEATHING (SEE STRUCT.) W/ EDGE CLIPS, & ROOF TRUSSES @ 24" O.C. (VERIFY W/ STRUCT. & ROOF TRUSS MFR.) COLOR: VERIFY WITH ARCHITECT
7.34	CONTINUOUS RIDGE VENT. FOR MIN LENGTH SEE ROOF PLANS (B.O.D + "GAF COBRA RIDGE RUNNER"
7.44	5/4x4 PREFINISHED CEMENT BOARD TRIM. COLOR - ARCTIC WHITE (B.O.D. + JAMES HARDIE)
7.45	ROOF AWNING CONSTS OF: STANDING SEAM METAL ROOFING, ROOFING WATERPROOF MEMBRANE (PER MANUFACTURER REQUIREMENTS), ROOF SHEATHING (PER STRUCTURAL) W/ EDGE CLIPS, ROOF AWNING STRUCTURE (PER STRUCTURAL)
7.50	8" PREFINISHED CEMENT BOARD TRIM. COLOR - ARCTIC WHITE (B.O.D. + JAMES HARDIE)
7.51	4" PREFINISHED FIBERCEMENT BOARD CORNER TRIM. COLOR - WHITE
7.55	FIBER-CEMENT BOARD SIDING. COLOR MOUNTAIN SAGE (B.O.D. + JAMES HARDIE)
7.56	FIBER-CEMENT BOARD SIDING. COLOR COBBLE STONE (B.O.D. + JAMES HARDIE)
7.57	FIBER-CEMENT BOARD SIDING. COLOR RICH ESPRESSO (B.O.D. + JAMES HARDIE). SIDE OF DECK BAYS TO BE RICH ESPRESSO
7.59	PREFINISHED CEMENT BOARD BOARD AND BATTEN 1" 10" @ 12 O.C. COLOR - MOUNTAIN SAGE (B.O.D. + JAMES HARDIE)
7.70	ALUMINUM WRAPPED FASCIA TO MATCH SOFFIT
7.85	PRE-FINISHED GUTTER. COLOR: WHITE
7.90	PRE-FINISHED DOWNSPOUT. COLOR: WHITE
10.04	UNIT SIGNAGE. REFER TO SHEET SIGNAGE DETAILS
10.05	CUSTOM DIMENSIONAL LETTER SIGNAGE. REFER TO SHEET SIGNAGE DETAILS
20.12	LOUVER. COLOR TO MATCH ADJACENT SIDING
26.04	WALL SCONCE LIGHT FIXTURE. SYM OF FIXTURE 80" AFF (REFERENCE ARCHITECTURAL & ELECTRICAL)
26.33	ELECTRICAL GEAR LOCATION TO BE VERIFIED WITH ELECTRICAL SUBCONTRACTOR.

ATTACHMENT 4

LIST OF PROPOSED CHANGES IN ZONING ORDINANCES



No zoning changes are necessary as the real property is currently zoned as South Pointe Village Planned Development District.

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 November 12, 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 Forty (40).

The following real property is to be included in this district and is legally described as follows:

LOT ONE (1), EXCLUDING LOT ONE-A (1A) IN BLOCK THREE (3) OF STARDUST SUBDIVISION TO THE 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 18, 2024 at 6:00 pm in the City Hall Council Chambers.

Dated this 24th day of October, 2024.

_____
Michelle Bathke – Finance Officer

Published once: 30th day of October, 2024
Approximate publication cost: _____

2311
2315
Golden Prairie Apartments LLC
TIF #40
S CAPITAL ST

2315 S CAPITAL ST
2311 S CAPITAL ST
2305 S CAPITAL ST
2301 S CAPITAL ST
2510 S CAPITAL ST

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	November 18, 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 #R2024-76, Plat of Lot 5, Block 6 of Woodland Heights First Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot 5, Block 6 of Woodland Heights First Addition, a subdivision of Lot 3, Crane's Addition in the SE 1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by Ethan Coop Lumber. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 11-12-24.		

RESOLUTION #R2024-76

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 12th day of November, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, 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 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, 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 18th day of November, 2024.

_____

MAYOR

ATTEST:

_____

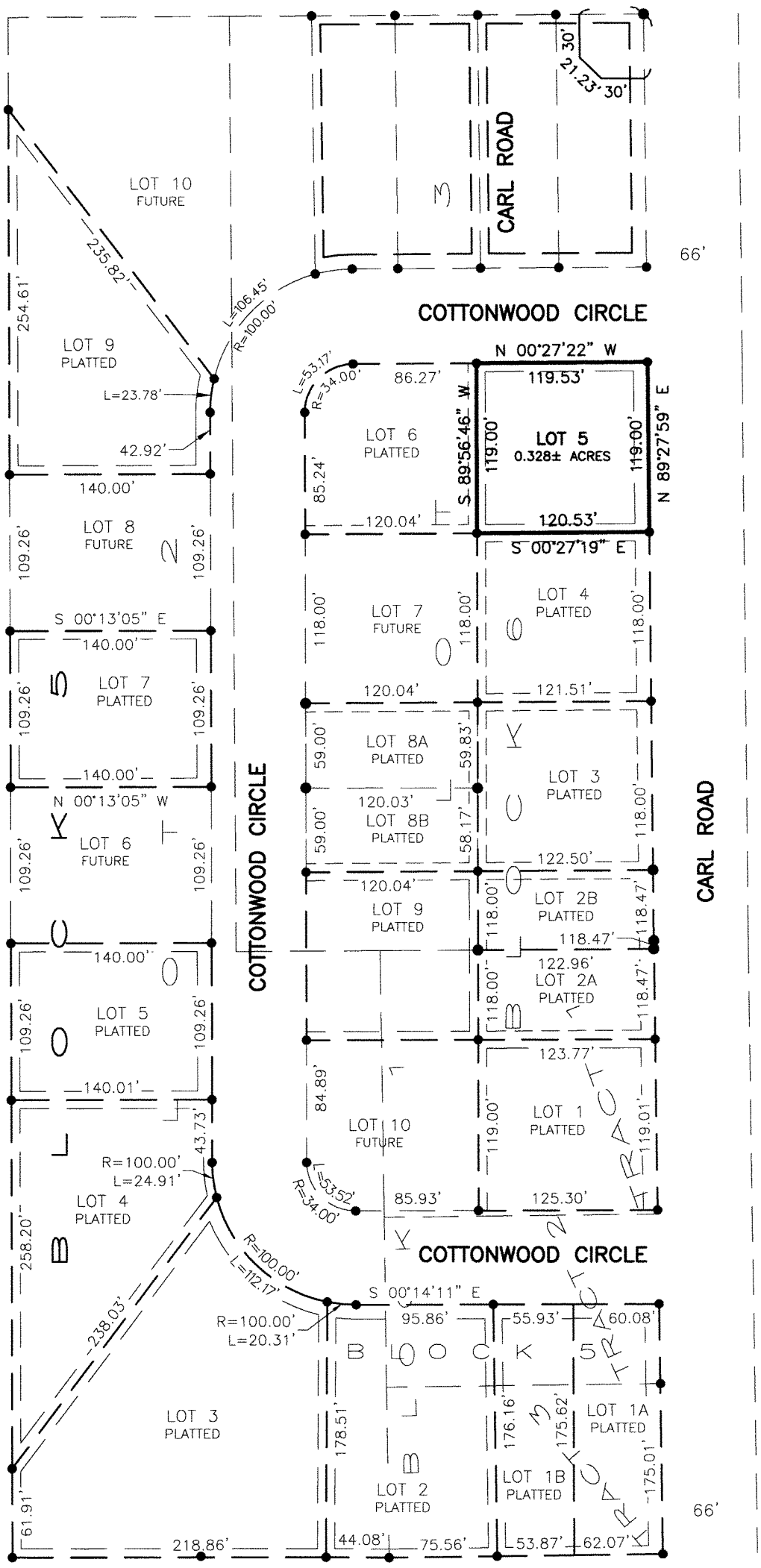
FINANCE OFFICER

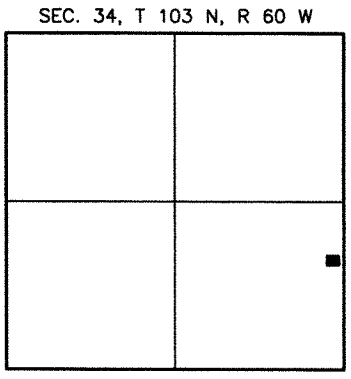
{SEAL}

Ethan Coop Lumber
Lot 5
+/- .328 Acres
COTTONWOOD CIR
CARL RD
SD HWY 37
1100
1144

1100 CARL RD
CARL ST

SCALE: 1" = 100'





LOCATION MAP
SCALE: 1" = 3000'

LEGEND

● = FOUND IRON MONUMENT

O = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702

100' (P) = PLATTED BEARING OR DISTANCE

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

BEARINGS ARE BASED ON AN ASSUMED COORDINATE SYSTEM USING GPS GRID BEARINGS/GRID DISTANCES

EASEMENTS WITHIN EACH LOT DEDICATED BY THIS PLAT:

LOT 5, BLOCK 6:
10' UTILITY EASEMENT ALONG EAST SIDE.
6' DRAINAGE AND UTILITY EASEMENT ALONG NORTH, WEST, AND SOUTH SIDES.

A PLAT OF LOT 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, 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 Ethan Co-op Lumber Association, Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to October 24, 2024, survey those parcels of land described as follows: LOT 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, 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 _____, 2024.

REGISTERED LAND SURVEYOR
REG. NO. 13714
JEREMY A. WOLBRINK
SOUTH DAKOTA

_____
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 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, hereby certify that Ethan Co-op Lumber Association, Inc., a South Dakota corporation, is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at the request of Ethan Co-op Lumber Association, Inc., a South Dakota corporation, and under its direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOT 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and Ethan Co-op Lumber Association, Inc., a South Dakota corporation, hereby dedicates to the public, for public use forever as such, the streets and alleys, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said Lot 5, Block 6, shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists Cottonwood Circle and Carl Road. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

_____
Dan Boehmer, Manager
Ethan Co-op Lumber Association, Inc., a South Dakota corporation

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2024, before me, _____, the undersigned officer, personally appeared Dan Boehmer, of Ethan Co-op Lumber Association, Inc., a South Dakota corporation, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Manager.

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 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned does hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

_____
Chairperson/Vice-Chairperson of Planning Commission,
City of Mitchell, South Dakota

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6702
PAUL J. REILAND
SOUTH DAKOTA

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 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY COUNCIL

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

WHEREAS, it appears from an examination of the plat of LOT 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2024.

_____
Finance Officer/Deputy Finance Officer, City of Mitchell

CERTIFICATE OF COUNTY TREASURER

The undersigned hereby certifies 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

The undersigned hereby certifies that a copy of the plat of LOT 5, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

_____ _____
Director of Equalization/Deputy Director of Equalization, Davison County Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2024, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

_____ By_____
Register of Deeds, Davison County Deputy

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6702
PAUL J. REILAND
SOUTH DAKOTA

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

RESOLUTION #R2024-77
FEES AND CHARGES

PREAMBLE: The City Council, having re-codified the Municipal Code, and having provided therein for the establishment of fees and costs charged by the City by resolution, now therefore be it

Resolved that the following fees and costs shall be adopted and that any fees and costs not changed by this resolution or any other fee resolutions passed since the date of re-codification and in effect as of November 18, 2025 shall remain in full force and effect.

General:

Parking Lot Closure	$ 50.00
Street Closure	$ 100.00
Park Closure	$ 100.00
Parade Permit	$ 50.00
Parade Permit with Escort	$ 250.00
Special Event Liquor License	$ 200.00
Consumption Permit	$ 50.00
Consumption Permit-*with Special Event Liquor License*	$ 0.00
Fireworks Permit	$ 50.00
Noise Permit	$ 0.00
New (Off-Sale) Package Liquor License	Amount to be determined by sealed bids (no less than $300) City will provide a public notice and hold sealed bids before the council awards the license to the highest qualifying bidder.
Renewal of (Off-Sale) Package Liquor License	$ 500.00

Public Works:

Excavations (8-1B-2A)

Concrete Curb and Gutter - At most recent City Concrete Bid rate

Concrete Flat Work:

4-inch and under - At most recent City Concrete Bid rate

6-inch - At most recent City Concrete Bid rate

Excavations (8-1B-3)

Permit fee $ 0.00

Replacing bituminous paving

Quantity of asphalt used in tons at most recent city bid rate multiplied by a factor of 2.5.

Minimum charge of $ 100.00

Fees are doubled from Nov. 1 - March 31 (purpose is for continued maintenance over the winter)

Palace Transit:

Fares:

Out of City limits mileage	$ 1.00 per mile plus fare
Weekend Same Day Fare	$ 15.00 per one way trip

James Valley Community Center:

Coffee Maker Rental	$ 15.00

Landfill Fees:

Bulk Tires	$ 250.00 per ton
Passenger and Lt	$ 8.00 each
Truck	$ 13.00 each
Tractor and Implement (Bulk Tire Rate)	

All Fees will go into effect on January 1, 2025.

The complete list of fees is available in the City Finance Office.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MITCHELL:

Adopted this 18th day of November, 2024.

_____
Mayor

ATTEST:

_____
Finance Officer

(SEAL)

City of Mitchell | City Administrator
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8143
CityOfMitchell.org

Mitchell
SOUTH DAKOTA

Special Event Permit Fees

	Current Fee	New Fee
Parking Lot Closure	$200	$50
Street Closure	$200	$100
Park Closure	$300	$100
Parade Permit	$50	$50
Parade Permit with Escort	$250	$250
Special Event Liquor License	$500	$200
Consumption Permit	$500	$50
Consumption Permit - *with Special Event Liquor License*	$0	$0
Fireworks Permit	$50	$50
Noise Permit	$0	$0

Cost Comparisons to 2024 Special Events:

Fees Charged	Fees Actually Paid	2025 Proposed Fees (all paid	2025 Fees (without City Events)	2025 Fees without City & Subsidies
$12,350	$3,650	$6,450	$5,700	$3,750

Event:	Event Type	Permit(s) Requested:	2024 $ Amount of Permit Fees:	Amount Paid	2025 Fee	2025 no City events	2025 No City Events & No	
Mitchell Food Pantry Easter Ham Dinner Giveaway		Street/Parking Lot Closure(s)	$200.00	$0.00	$50.00	$50.00	$50.00	
Corn Palace Shrine Circus		Street/Parking Lot Closure(s)	$200.00	$0.00	$150.00	$0.00	$0.00	
MMS&B: 1st Fridays on Main	Subsidy	Street/Parking Lot Closure(s); Noise Permit; Special Event Liquor License; Consumption Permit	$1,200.00	$500.00	$1,400.00	$1,400.00	$0.00	May, June, July, September
MMS&B: Memorial Weekend in Mitchell	Subsidy	Street/Parking Lot Closure(s); Noise Permit; Special Event Liquor License; Consumption Permit	$1,200.00	$0.00	$350.00	$350.00	$0.00	
Dr. Lucky's Block Party/Street Dance		Street Closure; Noise Permit; Consumption Permit	$700.00	$700.00	$150.00	$150.00	$150.00	
MAC Triathlon		Street Closure(s)	$200.00	$0.00	$100.00	$100.00	$100.00	
Heart & Sole Cancer Walk		Street Closure(s); Parking Lot Closure(s); Noise Permit	$200.00	$0.00	$150.00	$150.00	$150.00	
Shootout at the Lake		Noise Permit	$0.00	$0.00	$0.00	$0.00	$0.00	
Mitchell Open Disc Golf Tournament		Dry Run Creek Disc Golf Course Closure	$300.00	$0.00	$100.00	$100.00	$100.00	
Corn Palace Stampede Rodeo Parade		Street Closure(s); Parking Lot Closure(s); Parade Permit; Noise Permit	$250.00	$50.00	$200.00	$200.00	$200.00	
Corn Palace Stampede Rodeo & Chili Cook-Off		Noise Permit; Special Event Liquor License	$500.00	$500.00	$200.00	$200.00	$200.00	
Arts in the Park		Street Closure(s); Parking Lot Closure; Noise Permit	$200.00	$200.00	$150.00	$150.00	$150.00	
Palace City Pre-Sturgis Party	City Event	Street/Parking Lot Closure(s); Parade Permit with escort & closures; Noise Permit; Consumption Permit	$950.00	$0.00	$400.00	$0.00	$0.00	
Grace Baptist Church Vacation Bible School		Street Closure	$200.00	$0.00	$100.00	$100.00	$100.00	
Tour de Corn		Street/Parking Lot Closure(s); Parade Permit with escort & closures	$450.00	$0.00	$350.00	$350.00	$350.00	
The Back 40 Live Music		Noise Permit	$0.00	$0.00	$0.00	$0.00	$0.00	
Corn Palace Festival	City Event	Street/Parking Lot Closure(s); Noise Permit; Consumption Permit	$700.00	$0.00	$200.00	$0.00	$0.00	
RiverTree Block Party		Street Closure	$200.00	$0.00	$100.00	$100.00	$100.00	
MMS&B: Oktoberfest & OutKasts Car Show	Subsidy	Street/Parking Lot Closure(s); Noise Permit; Special Event Liquor License; Consumption Permit	$1,200.00	$0.00	$350.00	$350.00	$350.00	
OutKast Car Show		Parade Permit - with escort & closures	$250.00	$250.00	$250.00	$250.00	$250.00	
The 437 Project		Parade Permit - with escort & closures	$250.00	$0.00	$250.00	$250.00	$250.00	
Raise Em' Rank Bull Riding Championships		Parking Lot Closure	$200.00		$50.00	$50.00	$50.00	
Palace City Kiwanis Half Marathon, 5K & 10K		Street Closure(s); Noise Permit	$200.00	$200.00	$100.00	$100.00	$100.00	
VFW Post 2750 Annual Chili Cook-Off		Street Closure(s); Parking Lot Closure(s); Noise Permit; Consumption Permit	$700.00	$500.00	$200.00	$200.00	$200.00	
DWU Blue & White Days Parade		Street Closure(s); Parking Lot Closure(s); Parade Permit - with escort & closures	$450.00	$450.00	$400.00	$400.00	$400.00	
Tiger Trail Trek 5K Run		Kiwanis Woodlot Park Area Trails Closure	$300.00	$300.00	$100.00	$100.00	$100.00	
DWU Homecoming Tailgate		Street Closure	$200.00	$0.00	$100.00	$100.00	$100.00	
Pheasants Forever Banquet		Parking Lot Closure	$200.00	$0.00	$50.00	$50.00	$50.00	
Cursed Chains Challenge Disc Golf Tournament		Dry Run Creek Park Closure	$300.00	$300.00	$100.00	$100.00	$100.00	
Thanksgiving Turkey Giveaway		Street Closure; Parking Lot Closure(s)	$200.00	$0.00	$150.00	$150.00	$150.00	
MMS&B: Parade of Lights	Subsidy	Street/Parking Lot Closure(s); Parade Permit; Noise Permit	$250.00	$0.00	$200.00	$200.00	$0.00	
			$12,350.00	$3,950.00	$6,450.00	$5,700.00	$3,750.00	

Cindy Roth

From: Justin Johnson
Sent: Wednesday, November 13, 2024 1:49 PM
To: Cindy Roth
Subject: Off-Sale Liquor License Fee

Cindy,

As we discussed, the rationale for setting the new off-sale liquor license fee is that there currently isn't one set and there was a possibility one would become available.

State statute requires a new off-sale liquor license fee be at least $300 but does not provide a maximum. Given that it would be difficult to guess the fair market value of a new off-sale liquor license, using a sealed bid process if one becomes available will allow the market to decide the value.

State statute also says that a renewal for an off-sale liquor license cannot be more than $500, so setting a fee for renewals of this type of license is also appropriate.

Please let me know if you would like any additional information.

Signed,

Justin Johnson

City of
Mitchell

Justin M. Johnson, Esq. | City Attorney
City of Mitchell
612 North Main Street, Mitchell, SD 57301
Phone: (605) 990-7940 | Cell: (605) 299-9001
cityofmitchellsd.gov | justin.johnson@cityofmitchellsd.gov

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

City of Mitchell SOUTH DAKOTA

Meeting Date Requested: 11/18/2024 Requested By: Joe Schroeder

Desired Action of City Council:
- ☒ Authorization
- ☒ Approval
- ☐ Resolution
- ☐ Ordinance
- ☐ Citizen Request
- ☐ Discussion

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

Agenda Item: Public Works Rate Resolution Requests

Explanation/Background of Agenda Item Requested:

Public Works is requesting the following changes to the Rate Resolution:

Changes to Current Rates
8-1B-2A - Excavations:
Concrete Curb and Gutter - At most recent City Concrete Bid rate
Concrete Flat Work:
4-inch and under - At most recent City Concrete Bid rate
6-inch - At most recent City Concrete Bid rate

8-1B-3
$5 permit fee is removed.
Replacing bituminous paving
Quanitty of asphalt used in tons at most recent city bid rate multiplied by a factor of 2.5.
Minimum charge of $100.
Fees are doubled from Nov. 1 - March 31 (purpose is for continued maintenance over the winter)

Landfill Fees
Bulk Tires - $250 per ton
Passenger and Lt - $8.00 each
Truck - $13.00 each
Tractor and implement - Bulk Tire Rate

Cindy Roth

From: Jessica Pickett
Sent: Friday, October 11, 2024 1:10 PM
To: Cindy Roth
Subject: Rate Changes

Palac Transit

Out of city limits mileage = $1 per mile plus fare
Weekend same day fare = $15 per one way trip

James Valley Community Center

$15 Coffee Maker rental

Jessica Pickett | Director | Community Services
City of Mitchell | James Valley Community Center
300 West 1st Ave., Mitchell, SD 57301
Palace Transit: 605-995-8440
MVP/Adult Nutrition Program: 605-995-8441
JVCC: 605-995-8048
Cell: 605-999-5201
Fax: 605-995-8439
jessica.pickett@cityofmitchellsd.gov
CityOfMitchellSD.gov

***Please note that my email address has changed to Jessica.Pickett@cityofmitchellsd.gov. Please update your contacts with my new address. Thank you!**

City of Mitchell | **City Administrator**
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8143
CityOfMitchell.org

TO: Mayor Jordan Hanson
City Council Members

FROM: Stephanie Ellwein, City Administrator
RE: 2025 Annual Budget- Second Reading & Adoption

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

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.

	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
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										30,000													
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

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.

		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
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						394,477	1,009,941	231,118		1,783,175												
340	Charges for Goods and Services	296,854	1,066,973	1,459,500	165,571				469,933	341,830	104,610		163,742												
350	Fines and Forfeits	33,000										30,000													
360	Miscellaneous Revenue	977,573	16,532	5,300				65,000		107,635	14,000														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

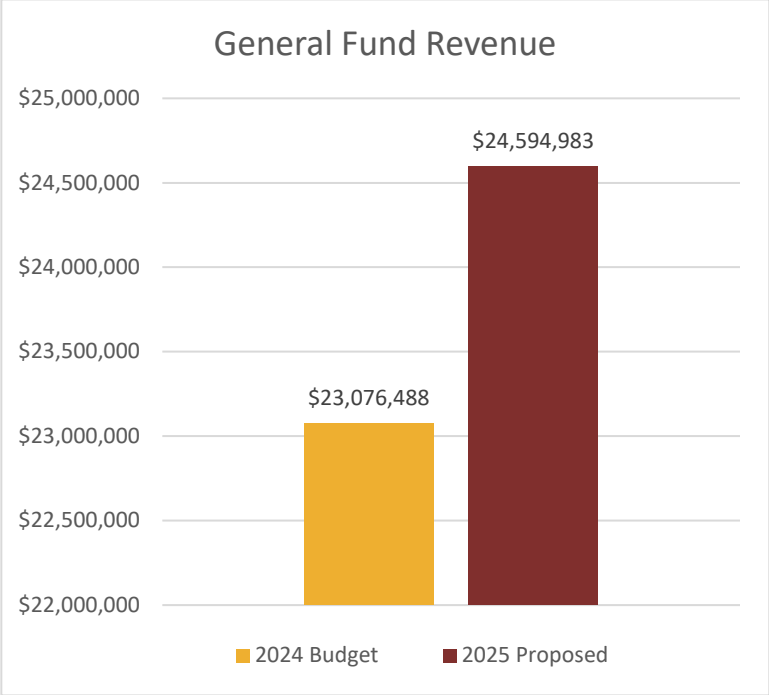
The Annual Budget Hearings are scheduled for:
November 4th: First Reading
November 18: 2nd Reading & Adoption

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.

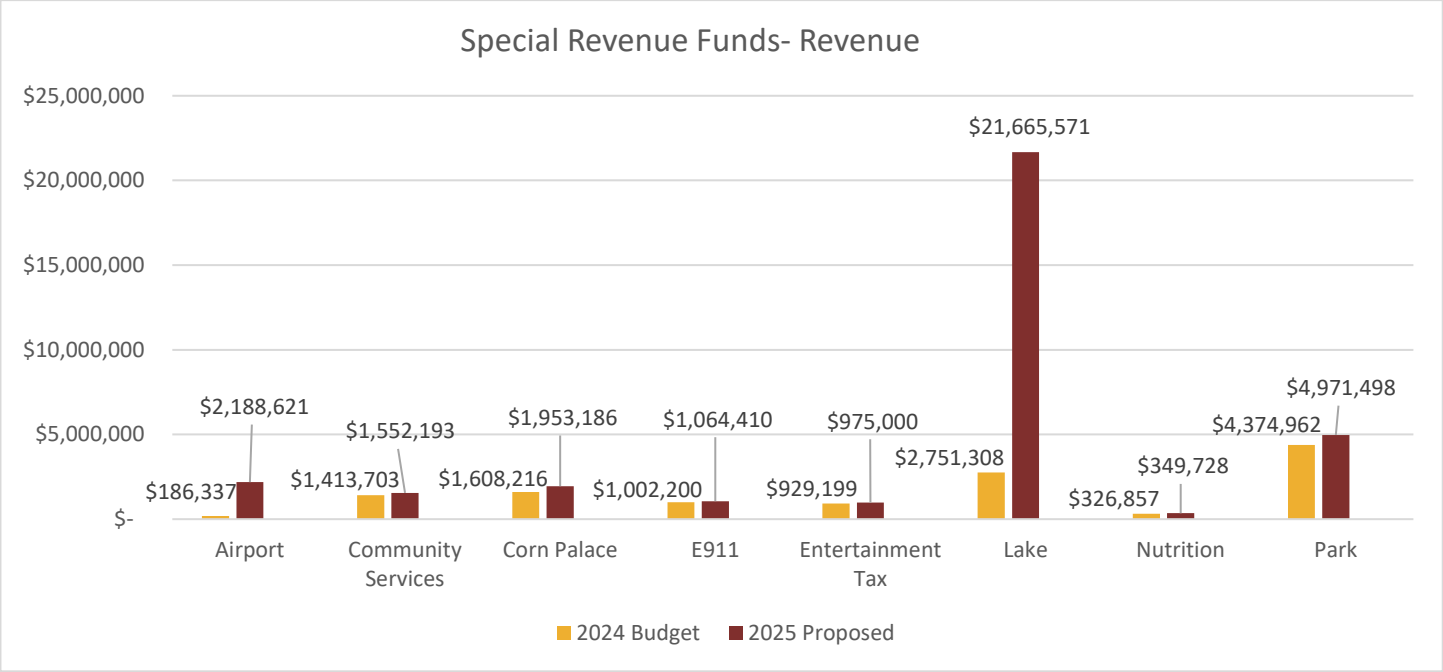


Of Note:

- 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.

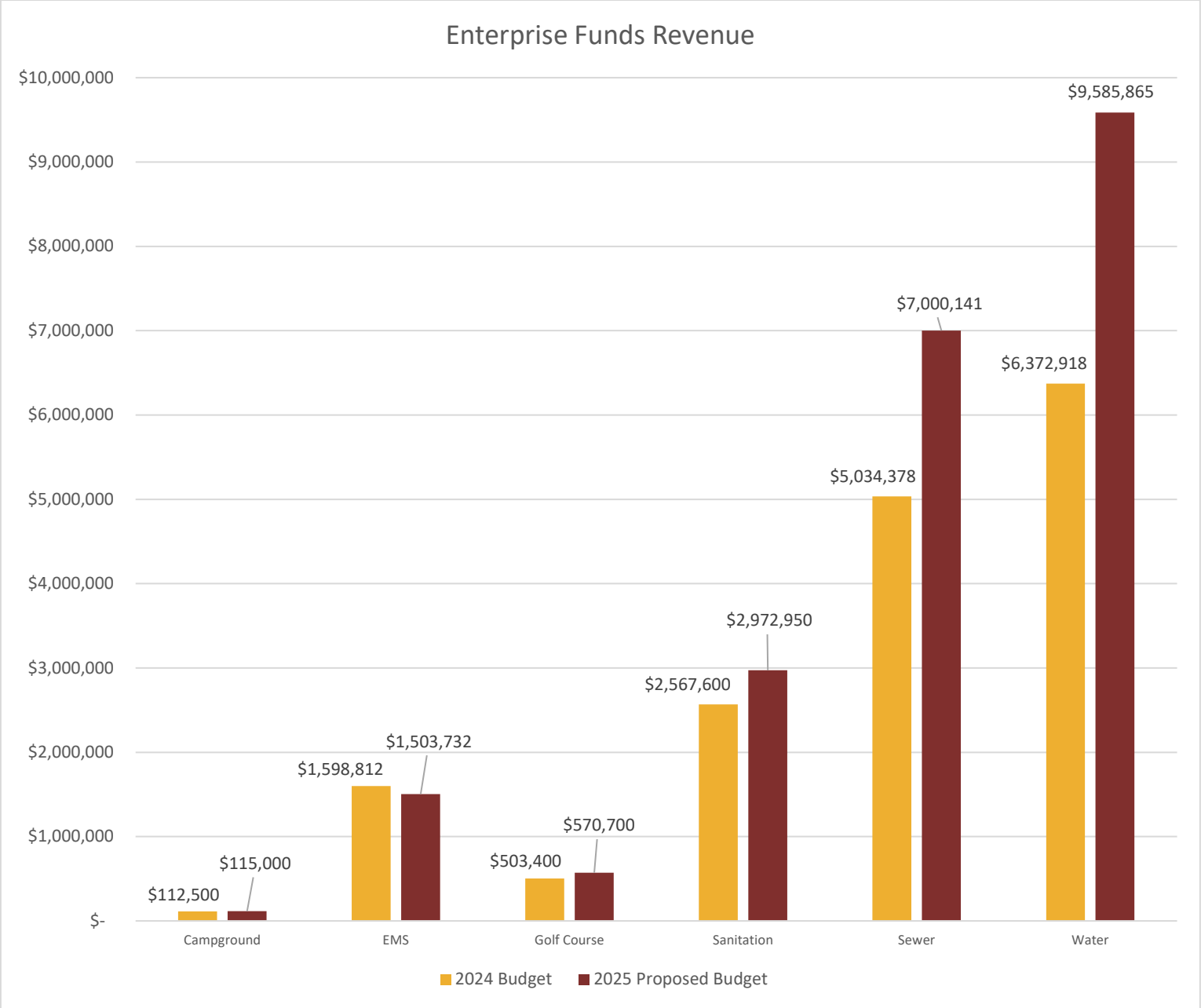


Of Note:

- 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.

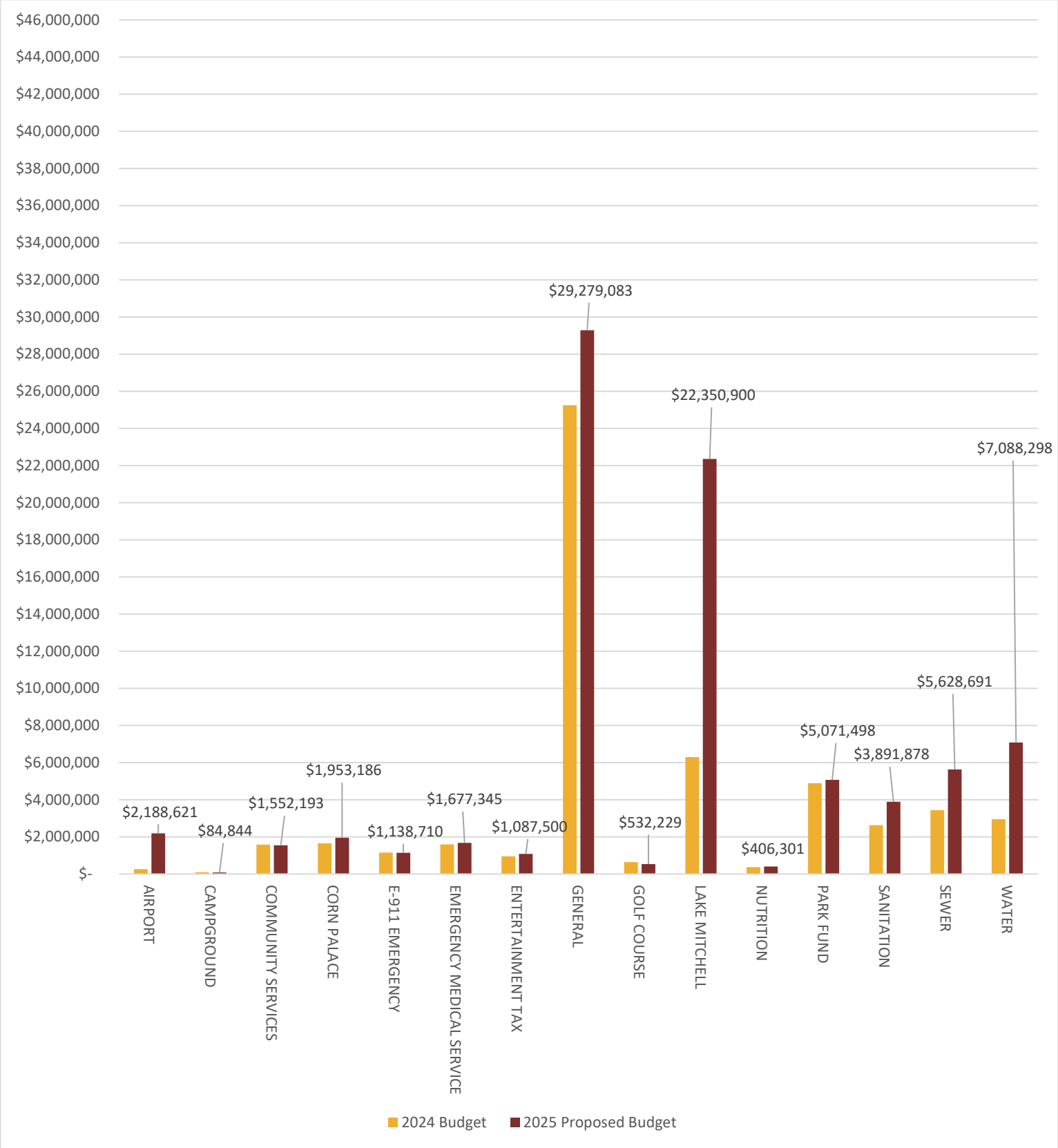


Of Note:

- 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.

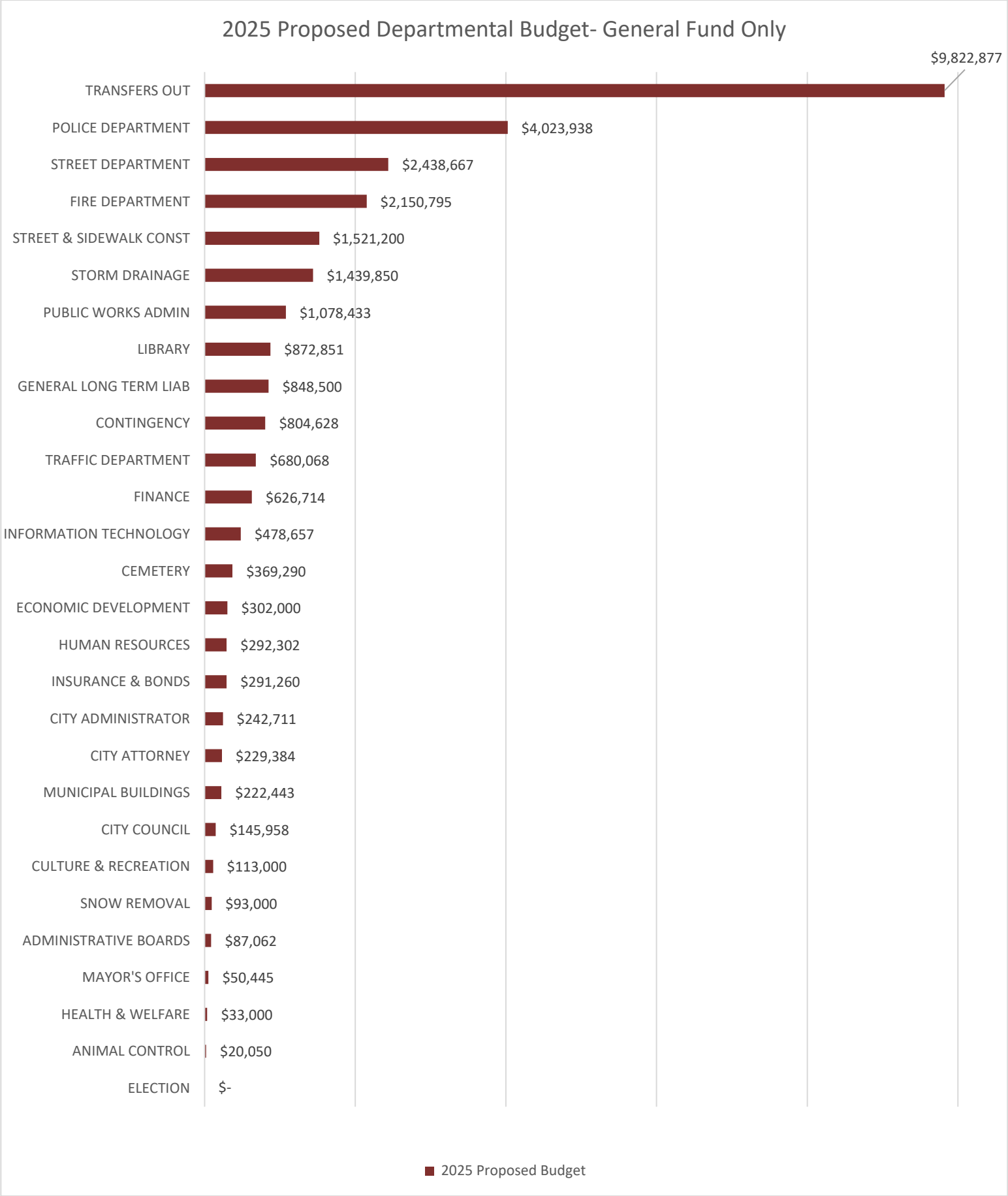
Expenditures

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.



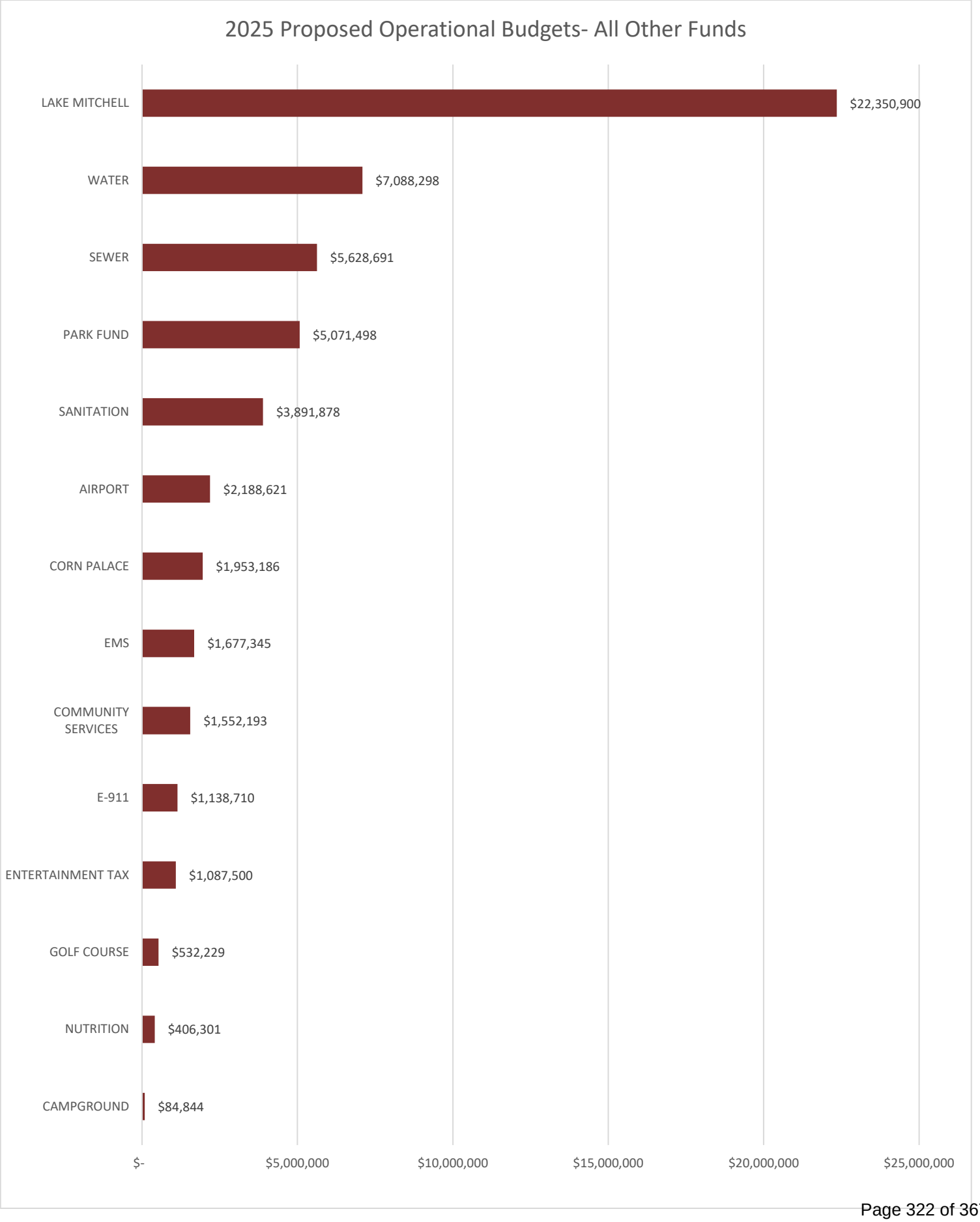
General Fund

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.



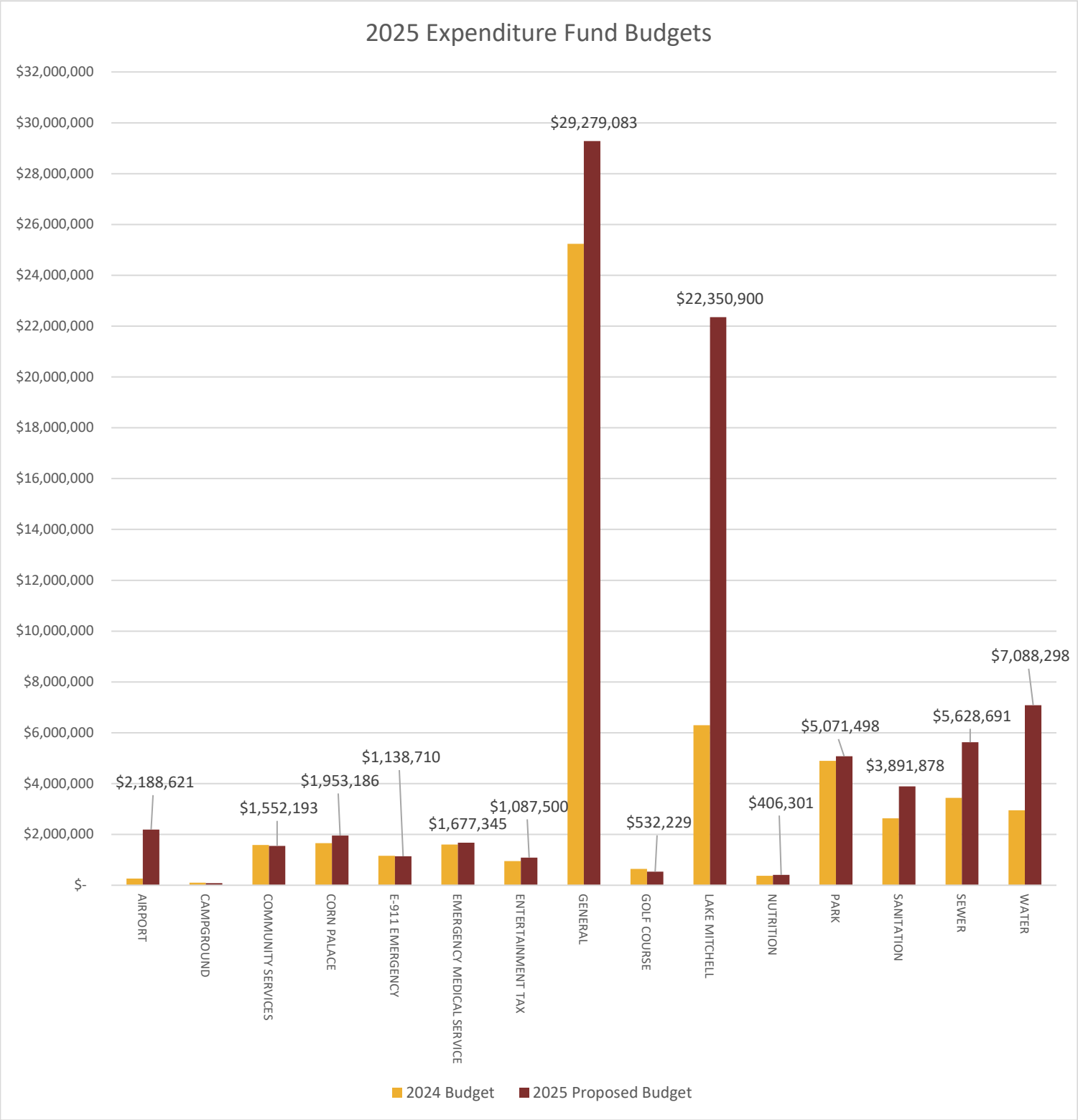
Other Funds

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.



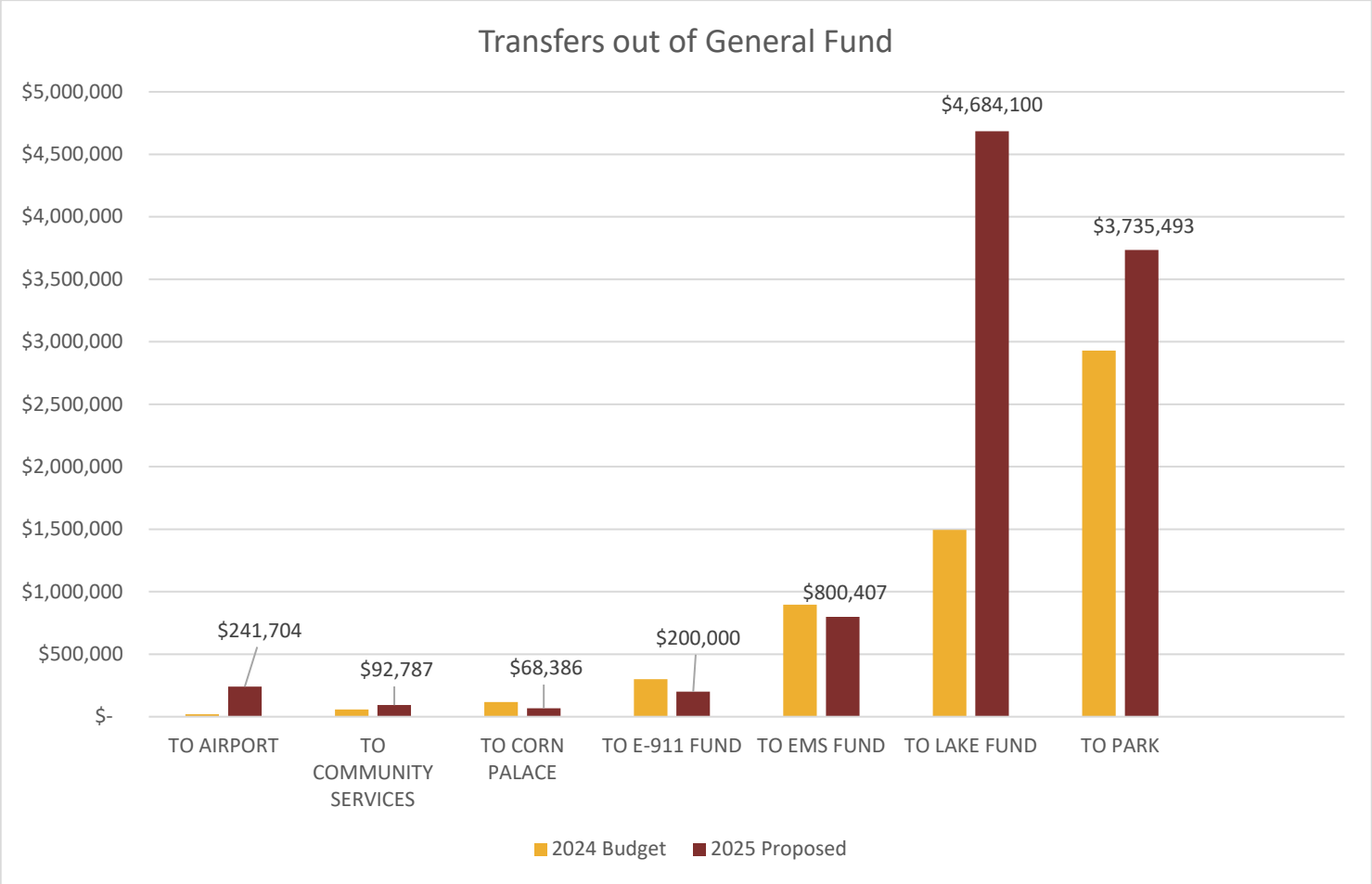
Fund Expenditure Increases

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:

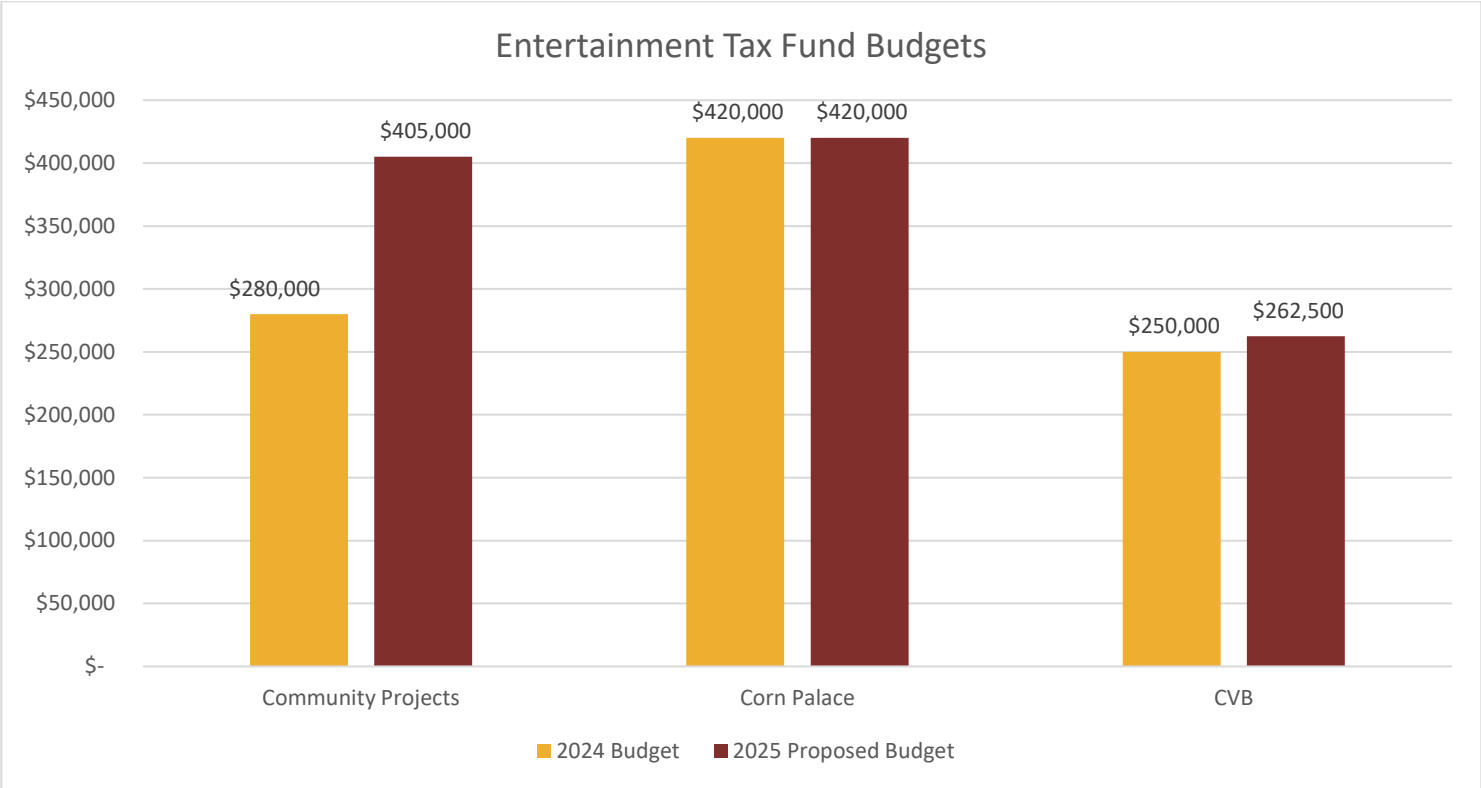
- Transfer out to Airport increased $220,582 to cover matching funds required for requested grant projects.
- Transfer out to Community services increased $34,787 due increasing service costs that revenue from the service does not cover.
- Transfer out to Corn Palace decreased $48,930 in the 2025 budget.
- 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.

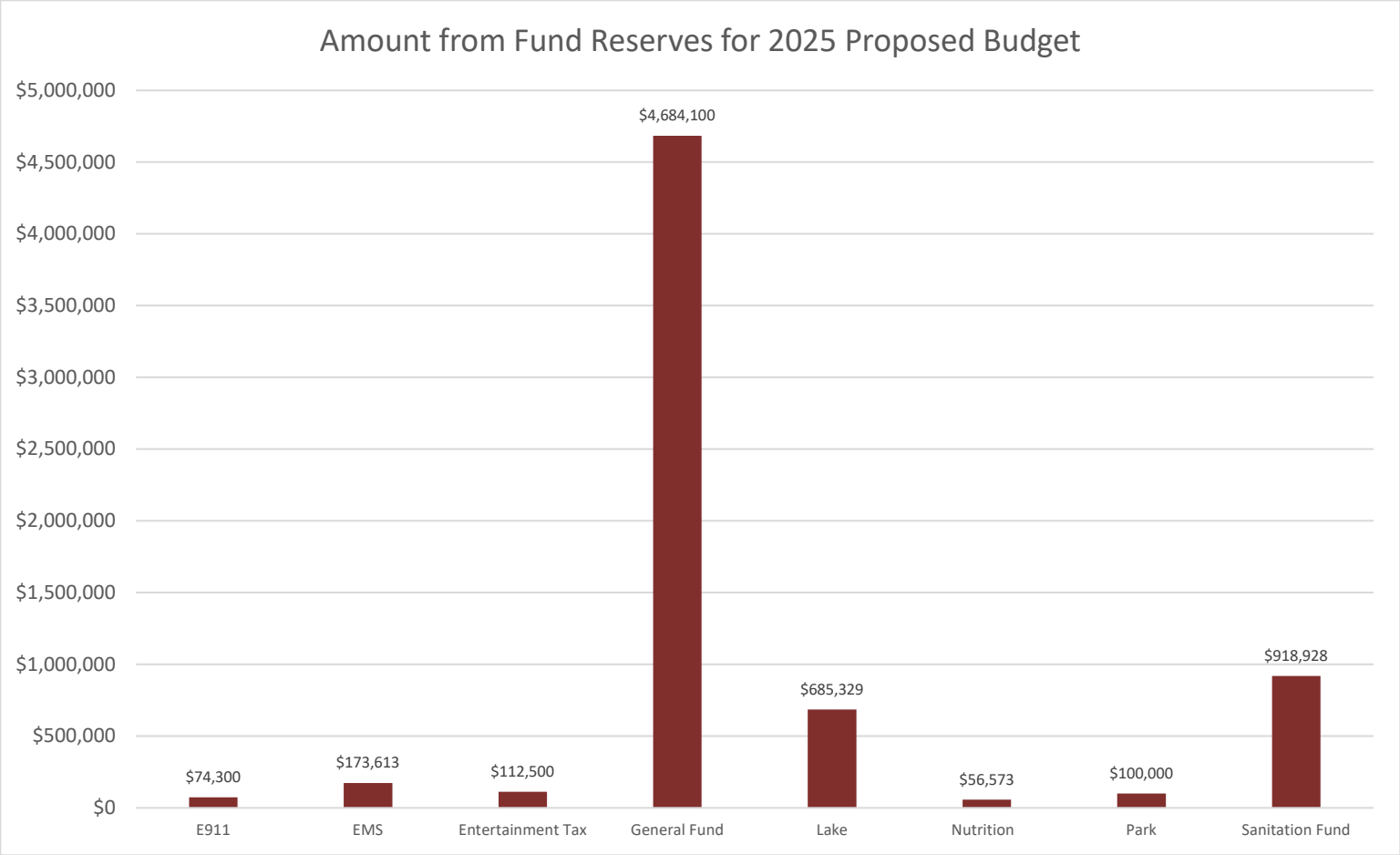


Of note:

- 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:

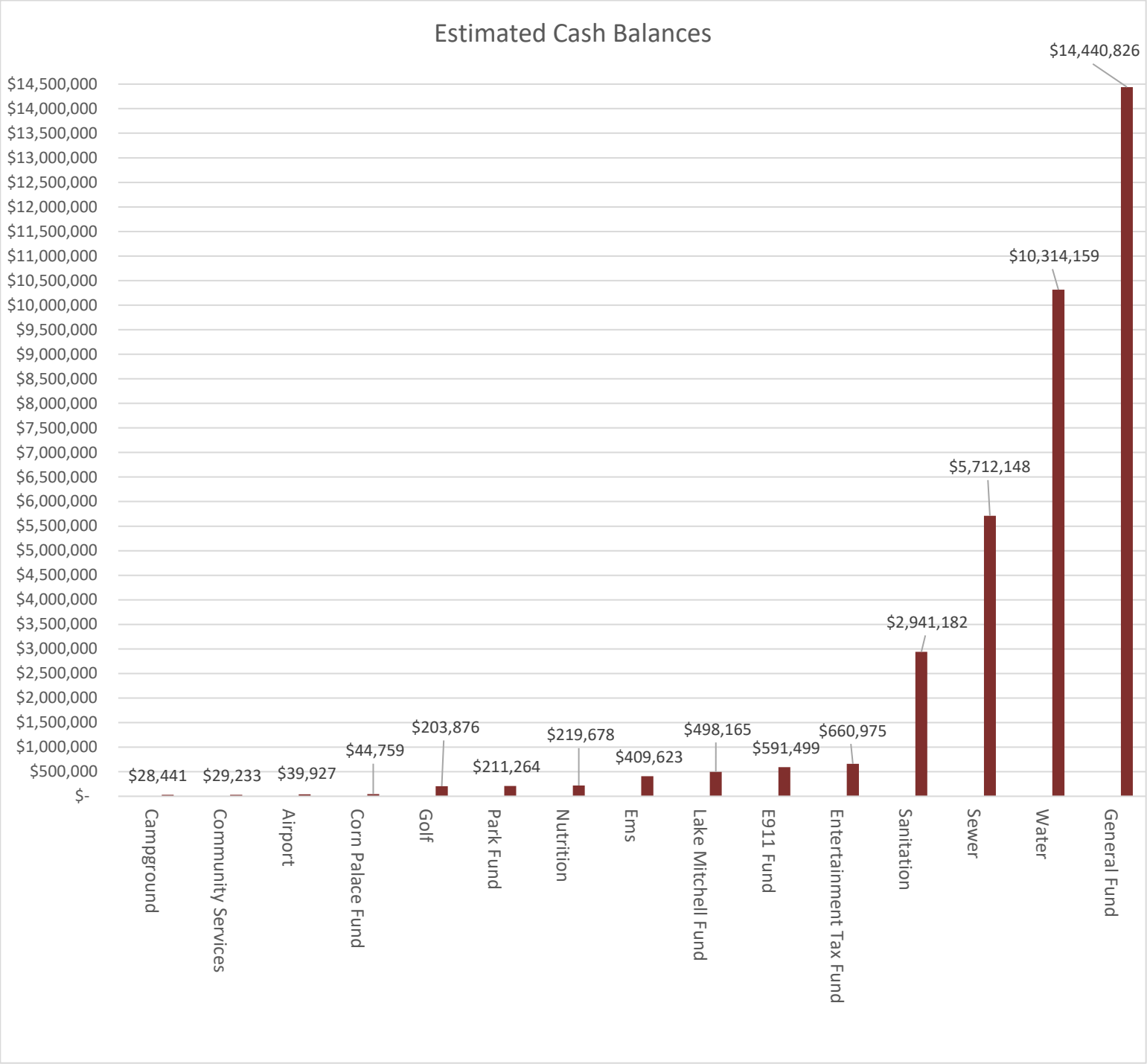
- Future Capital Projects: $4,684,100 towards the Lake Mitchell Dredge Project.

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.



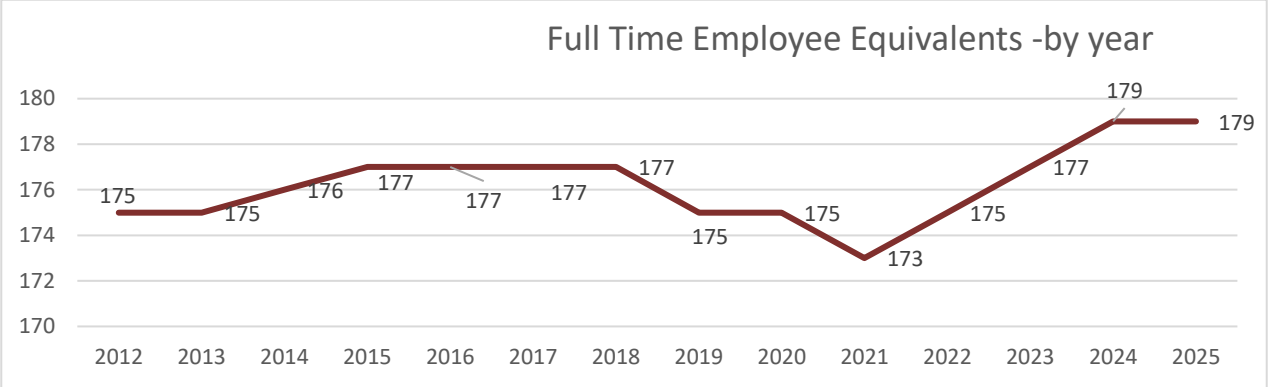
Of Note

- 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

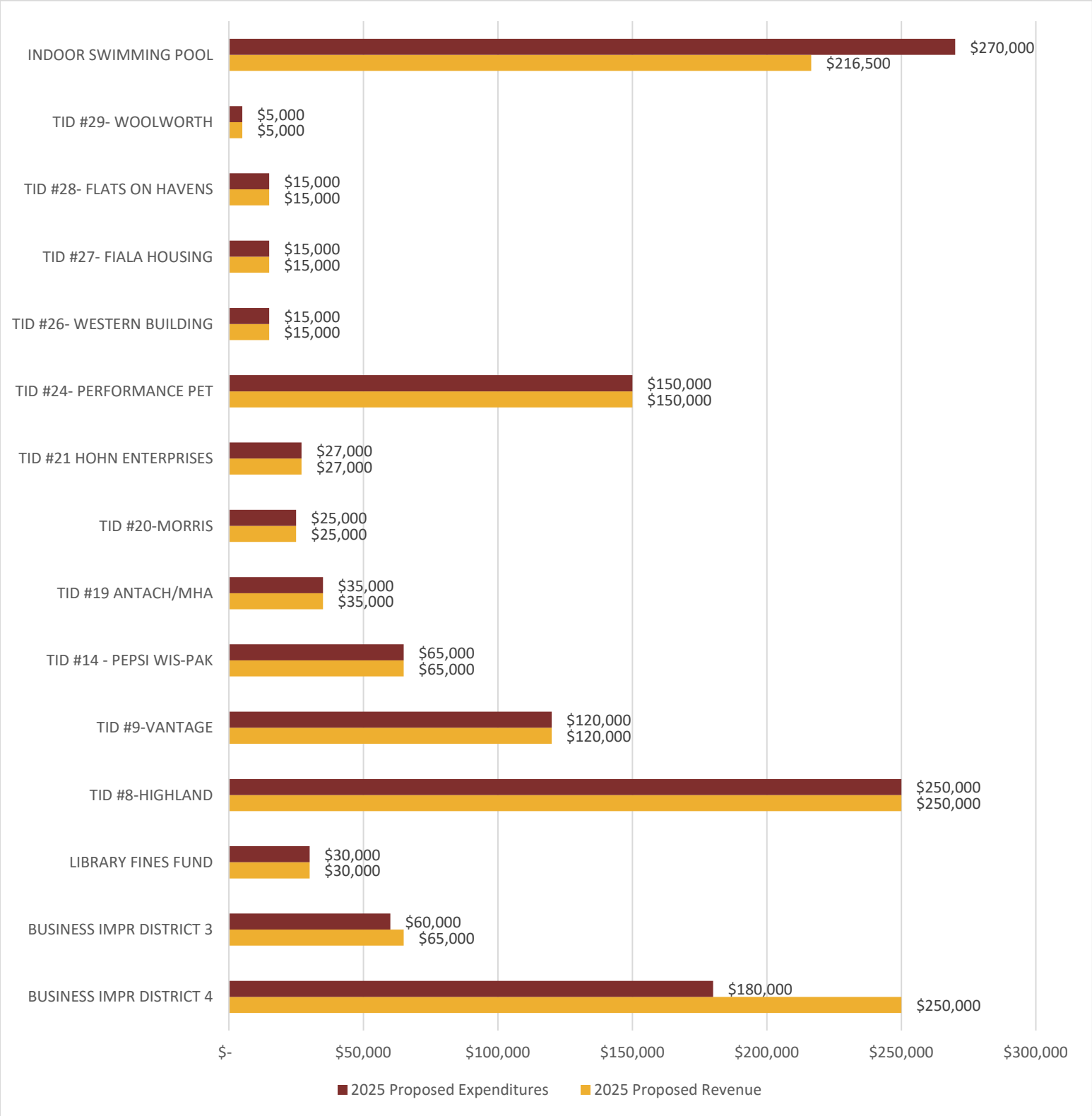
The City has reached tentative agreements to include a 3% wage increase for all three labor unions.

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

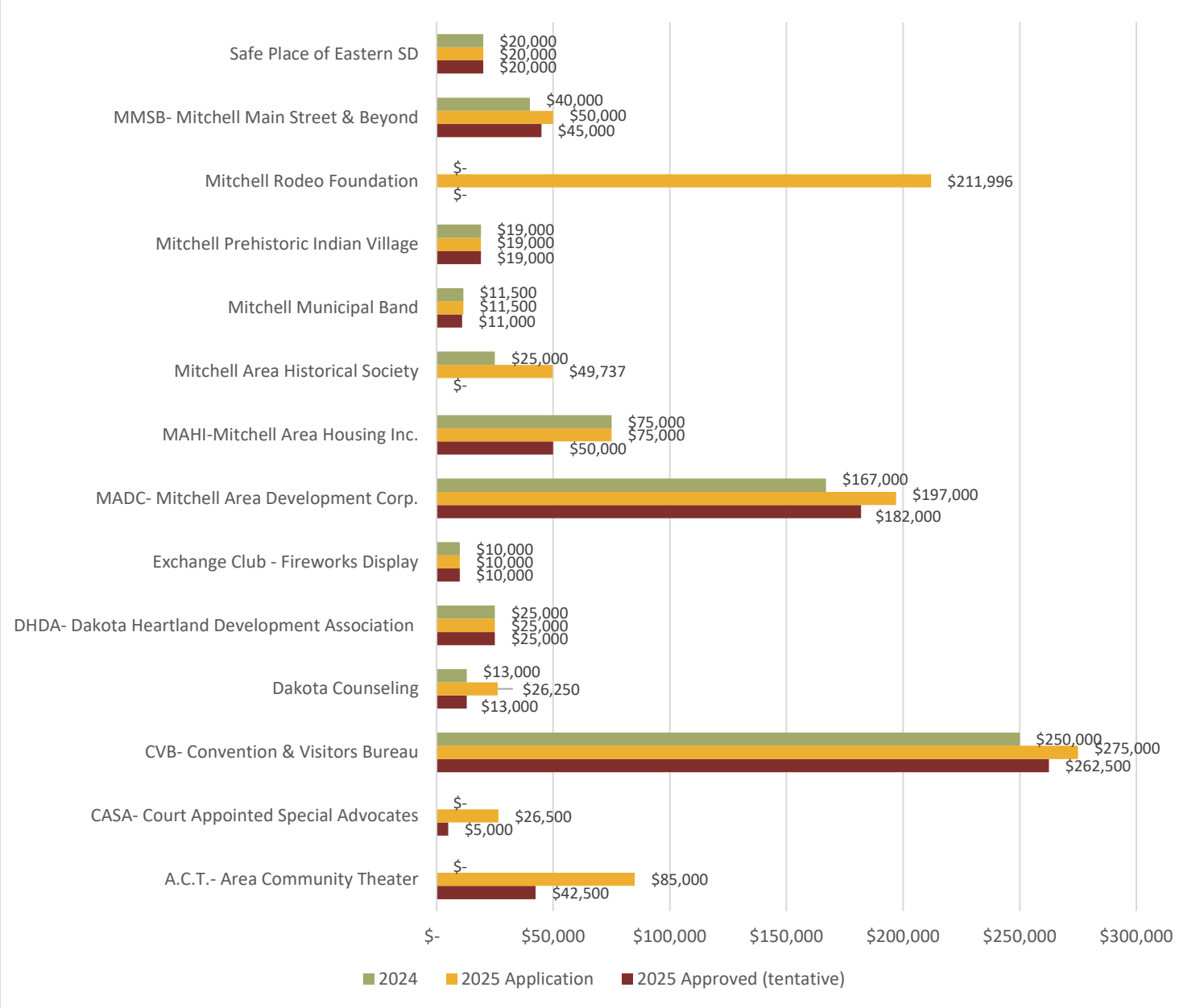
The funds shown below are collected by the City, but they are restricted to the purposes of each fund.



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.

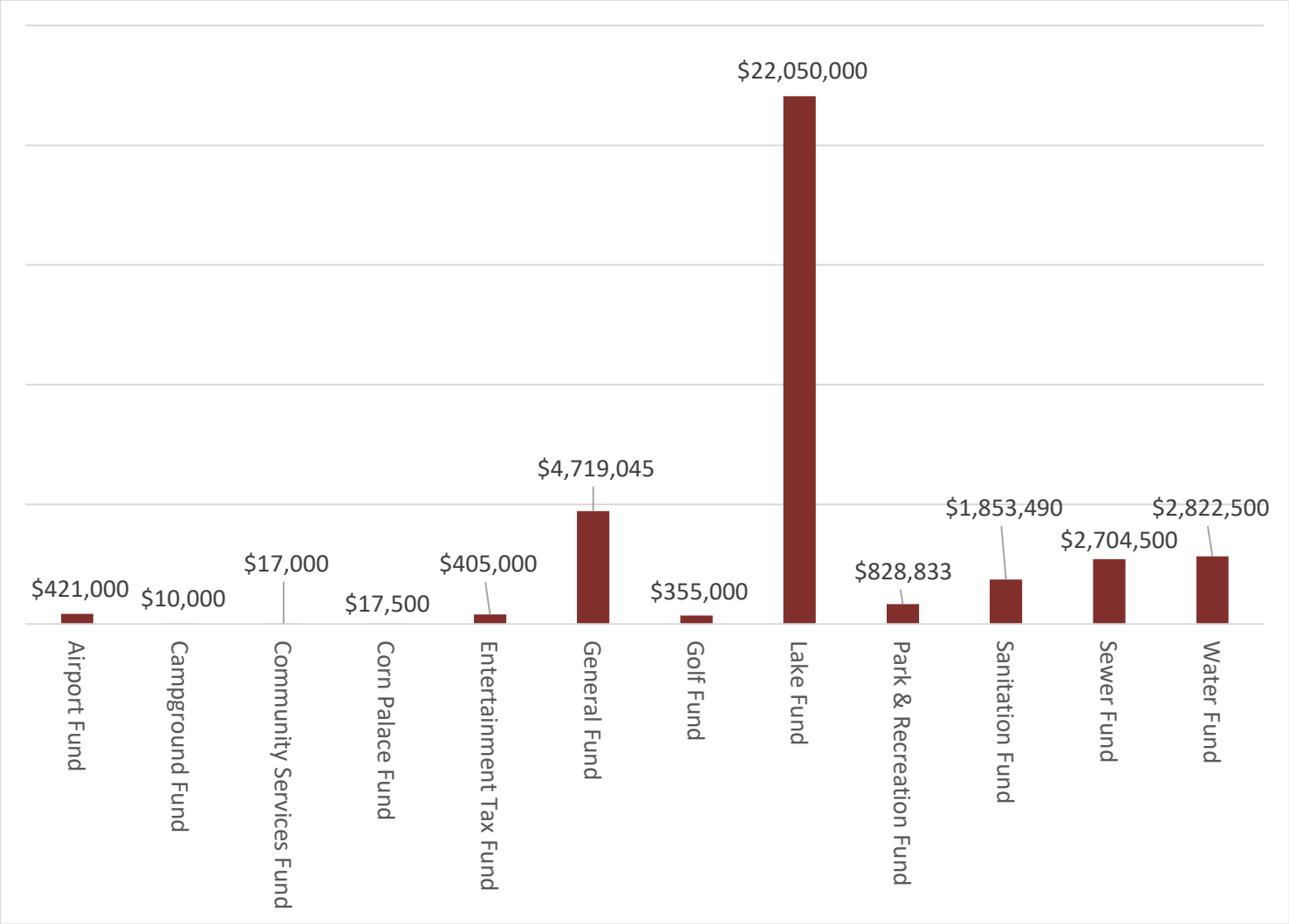
2025 Capital Improvements Annual Budget Overview

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.



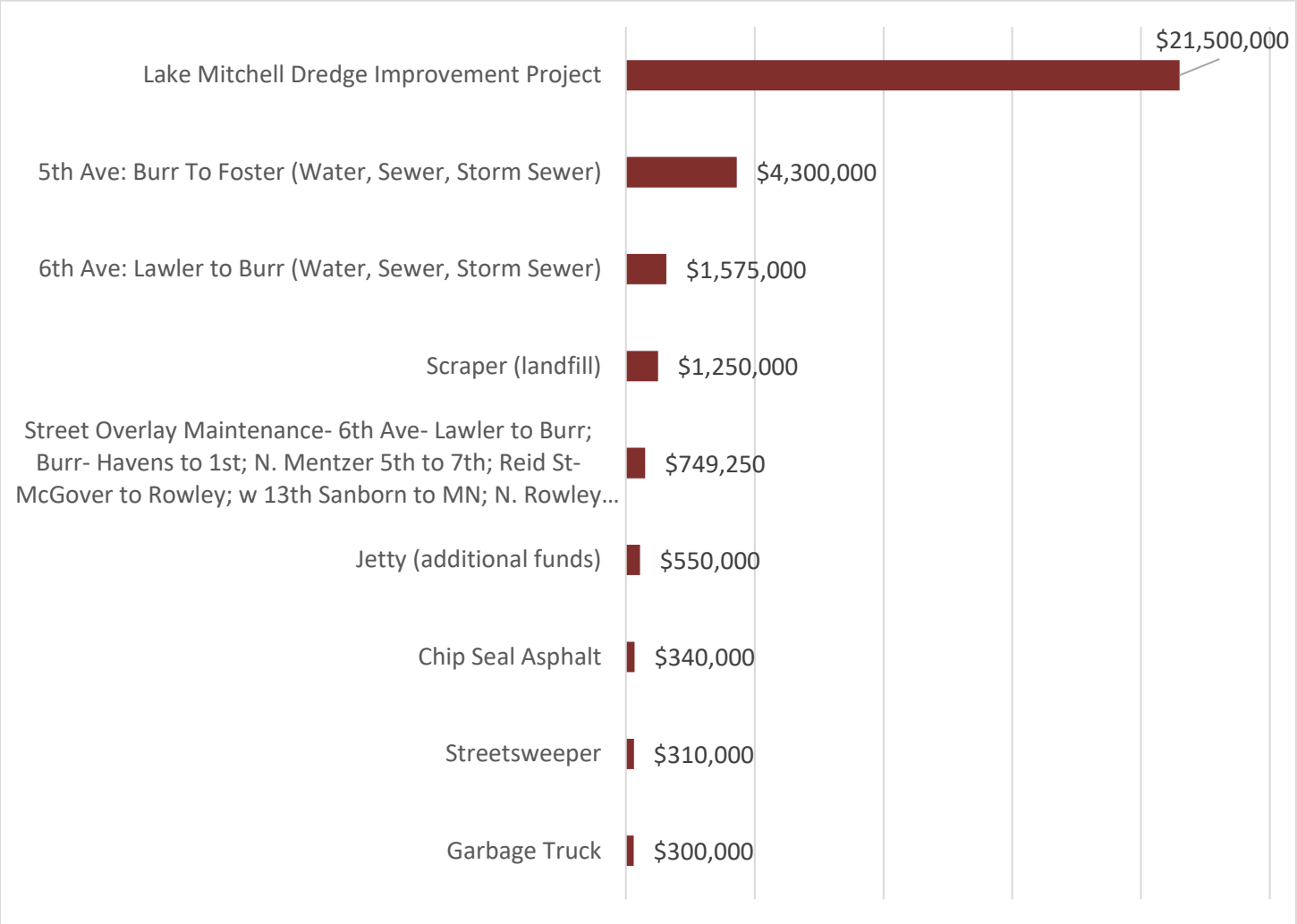
Enterprise Fund Budgets: Campground Fund, Golf Fund, Sanitation Fund, Sewer Fund, Water Fund

Special Revenue Fund Budgets: Airport Fund, Community Services Fund, Corn Palace Fund, Entertainment Tax Fund, Lake Fund, Park & Recreation Fund

Of Note:

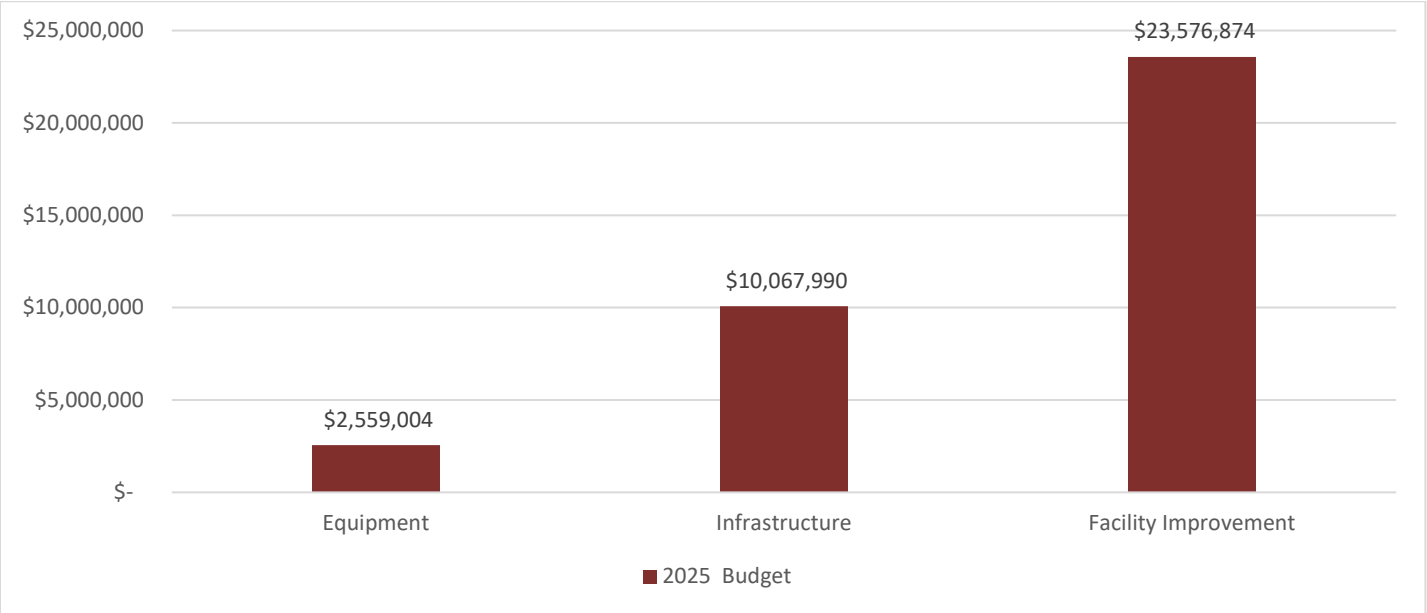
- The City has several major utility projects currently budgeted in 2024. Many of those projects will not be completed in 2024, and will continue into 2025.
- The Lake Fund includes $21,500,000 for the remaining costs of the Lake Mitchell Dredge Project ($3,500,000 is included in the 2024 budget).

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: 6th Avenue from Lawler to Burr	$	600,000
Sewer: 6th 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: 5th Avenue from Burr to Foster	$	1,550,000
Water: 5th 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 (2nd &4th)	$	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

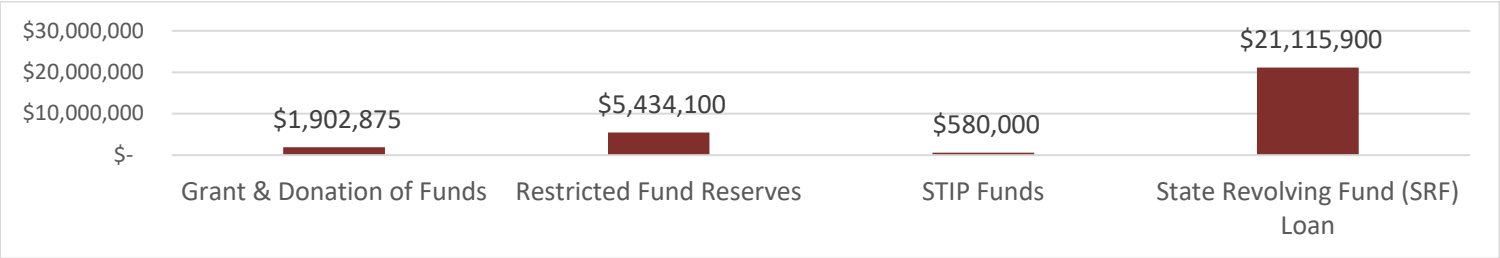
Sheepsfoot- Compaction (Water/Sewer)	$	149,000
Pick Up (Water)	$	75,000
1 ton dually pickup (Water)	$	75,000
128" mower	$	78,000
Sprayer- full value	$	80,000
Wide Area Mower full value	$	93,000
A/Vreplacement in Council Chambers- conversion to digital, cameras, screens	$	115,000
Loader (Street)	$	210,000
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

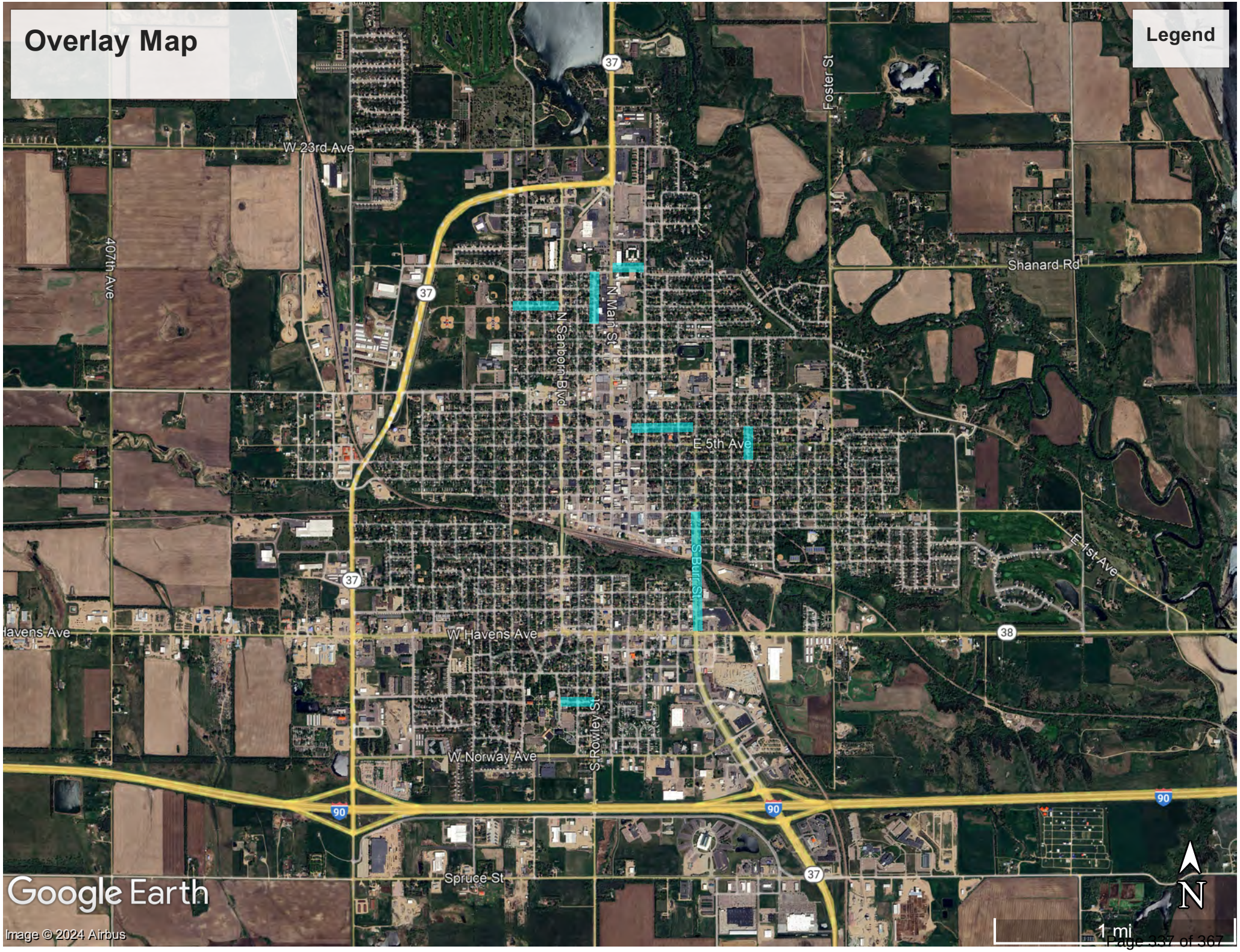
- $580,000 towards the annual Street Overlay Maintenance Program in 2025.

State Revolving Fund (SRF) Laon 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



REVENUE			EXPENSE			Revenue-Expense	Administrative Changes		Difference ()= deficiet	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 ()= 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	$ (18,130)	$ (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

Year	Budget	Actual
2025	$ 1,162,850	
2024	$ 804,628	
2023	$ 811,628	$ 701,819
2022	$ 844,764	$ 830,653
2021	$ 836,910	$ 744,358
2020	$ 882,696	$ 453,675
2019*	$ 853,394	$ 706,300
2018	$ 691,788	$ 272,750
2017	$ 713,674	$ 506,500
2016	$ 462,563	$ 293,593

STIP Projects

Chip Seal Aggregate	$ 77,000
Chip Seal Asphalt	$ 340,000
Street Overlay Maint	$ 749,250
asphalt mix	$ 100,000
Gravel Base	$ 131,250
Rubber Crack Sealer	$ 35,500
Sanborn Joint Repair	$ 90,000
Total Costs:	**$ 1,523,000**
Less STIP 2025 Revenue	$ 580,000
Balance	**$ 943,000**
Reserves in STP	**$ -**
Remainder from General Fund	**$ 943,000**

GF Cash Applied from Restricted Funds $ 4,684,100

GF	Towards lake Project	$ 4,684,100
	2024 Wages	$ 11,969,403
	2025 Budgeted Wages	$ 12,636,551

Other Funds Cash Applied

EMS	From Reserves	$ 173,613
Lake	From Reserves	$ 685,329
E911	operations, reserves	$ 74,300
Nutrition	operations, reserves	$ 56,573
Ent Tax	plaza expansion	$ 112,500
Park	rec center front desk 20,000; Indoor pool approved 70,000	$ 100,000
Water		$ (2,497,567)
Waste Water		$ (1,371,450)
Indoor Pool		$ 53,500
Sanitation		$ 918,928
Golf Course		$ (38,471)
Campground		$ (30,156)

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
Infrastructure		Reconstruct Runway	Airport	PW	Airport		$ 215,000	$ 215,000		$ 215,000		$ 209,375					$ 5,625
Infrastructure		Pavement Maintenance	Airport	PW	Airport		$ 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	$ -
Facility Improvement		Garage Lighting Upgrade	Community Services	CS	Palace Transit		$ 17,000	$ 17,000		$ 17,000		$ 14,000					$ 3,000
Facility Improvement	Corn palace Seats	Refinishing 1,000 Seats	Corn Palace	Corn Palace	Corn Palace		$ 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
Facility Improvement		Corn Palace Plaza Expansion	Entertainment Tax	Ent Tax	Ent Tax		$ 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	$ -
Equipment		Door Controls @ Airport	General	Admin	IT		$ 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
Equipment	City Hall	TMA Camera Replacements	General	Admin	IT		$ 2,800	$ 2,800		$ 2,800							$ 2,800
Equipment		Server Replacement	General	Admin	IT		$ 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
Equipment		Automatic Time Clock System	General	Admin	IT		$ 35,000	$ -		$ -							$ -
Facility Improvement	City Hall	Flooring replacement	General	Admin	Municpal Building		$ 100,000	$ 25,000		$ 25,000							$ 25,000
Facility Improvement	City Hall	Window Replacements	General	Admin	Municpal Building		$ 25,000	$ 25,000		$ 25,000							$ 25,000
Facility Improvement	City Hall	Interior Painting	General	Admin	Municpal Building		$ 5,000	$ -		$ -							$ -
Facility Improvement	City Hall	Replace East Door To City hall	General	Admin	Municpal Building		$ 5,000	$ 5,000		$ 5,000							$ 5,000
Equipment		RDC rescue craft	General	Fire/EMS	Fire		$ 4,900	$ 4,900		$ 4,900							$ 4,900
Equipment		Hose	General	Fire/EMS	Fire		$ 5,500	$ 5,500		$ 5,500							$ 5,500
Equipment		Rope	General	Fire/EMS	Fire		$ 2,750	$ 2,750		$ 2,750							$ 2,750
Equipment		Sonar & Depth Finder	General	Fire/EMS	Fire		$ 2,000	$ 2,000		$ 2,000							$ 2,000
Equipment		Protective Clothing	General	Fire/EMS	Fire		$ 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
Facility Improvement		Kitchen remodel in fire hall	General	Fire/EMS	Fire		$ 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
Facility Improvement		Future Fire Engine(4 years)	General	Fire/EMS	Fire		$ 280,000	$ 280,000		$ 280,000							$ 280,000
Equipment		WIFI access point	General	Library	Library		$ 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
Equipment		Audio Visual	General	Library	Library		$ 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
Infrastructure		**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**	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	$ -
Equipment	Equipment 5 yr lease	Ventrac mower with snowblower/mower attachment payment is 10,000/year	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	$ (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
Facility Improvement		Patton Young Park - siding, windows, & doors in Shelter	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	$ -		$ -							$ -
Facility Improvement		Hitchcock Park- new asphalt by park shop- no priority given	Park	P&R	Parks		$ 75,000	$ -		$ -							$ -
Equipment		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
Facility Improvement		Soccer Field- 4 foot fence to separate from Rodeo	Park	P&R	Sports Complex		$ 5,000	$ 5,000		$ 5,000							$ 5,000
Facility Improvement		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										$ -
Facility Improvement		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	
Campground	$ 10,000	$ 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	$ -	$ -	$ -	$ -	
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**

2025 Budget

-

The Annual Budget Hearings are scheduled for:
November 4th: First Reading
November 18: 2nd Reading & Adoption

City of Mitchell
SOUTH DAKOTA

2025 Proposed Budget

Revenue

Expenditures

Cash Balances

Capital Items

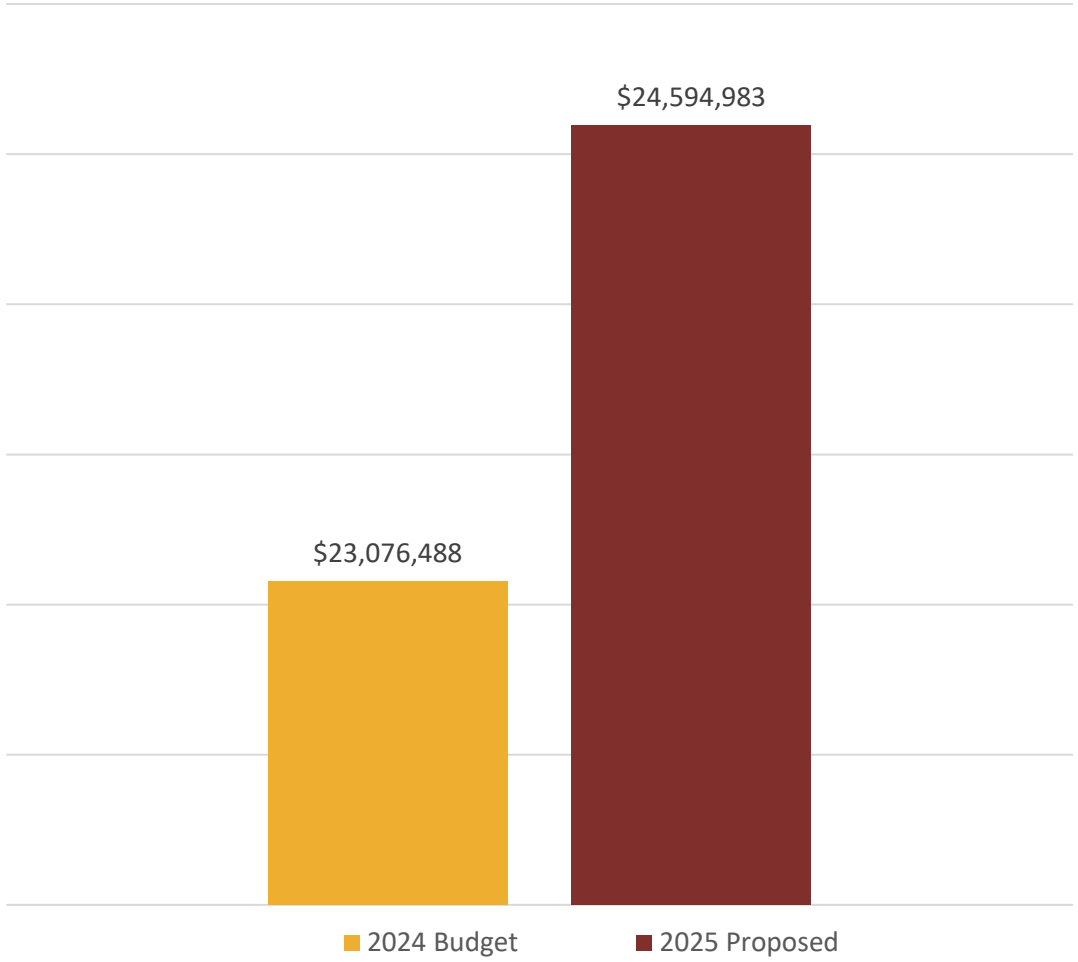
Future Meetings

City of Mitchell SOUTH DAKOTA

Proposed General Fund Revenue Budget

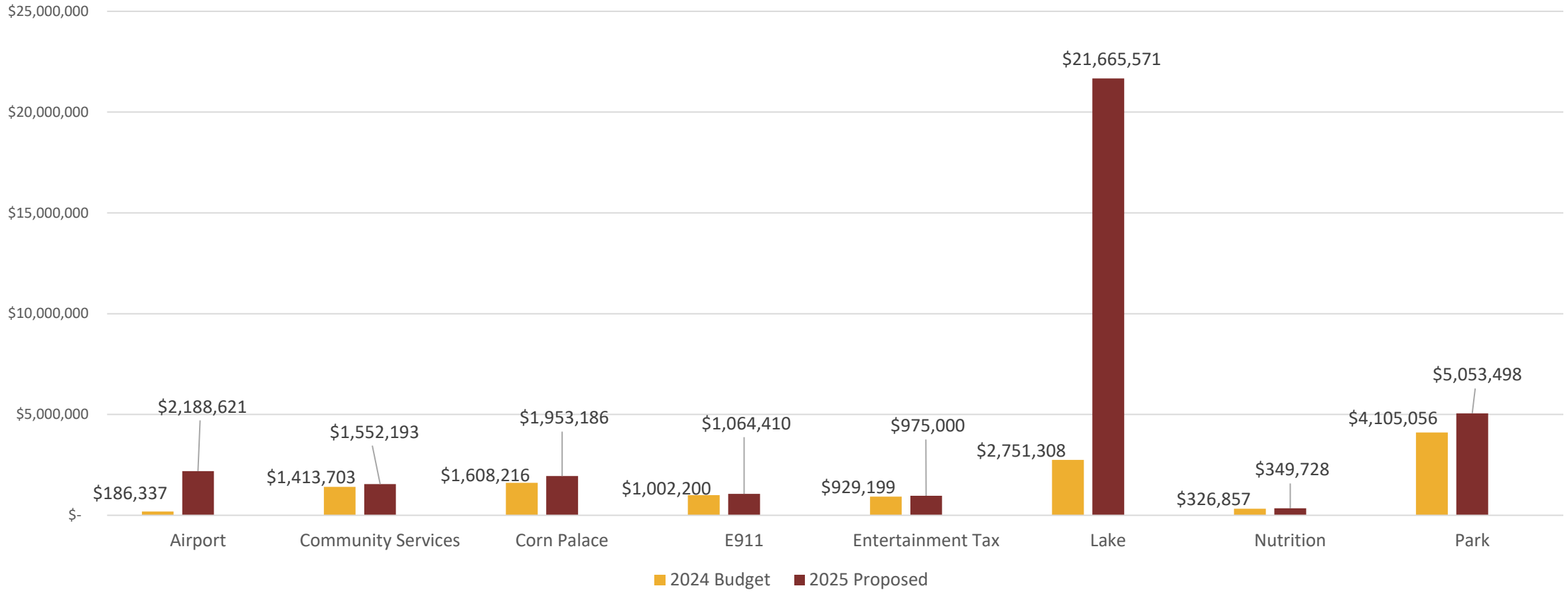
- Total Revenue Projected to increase 7% ($1.5million)
- Property Tax: 27% of Total Revenue; 33% of tax revenue
- Sales Tax: 55% of Total Revenue; 67% of tax revenue

- Property Tax Projected to Increase 3% (CPI) & 1.59% (Growth) for a total of 4.59% ($295,957)
- Sales Tax Projected to Increase 2% ($302,620)
  - This is still $1.5 million below the 2024 projected collections.
- Also includes $1,150,000 in State Revolving Fund (SRF) loan revenue for a stormwater project.



City of Mitchell SOUTH DAKOTA

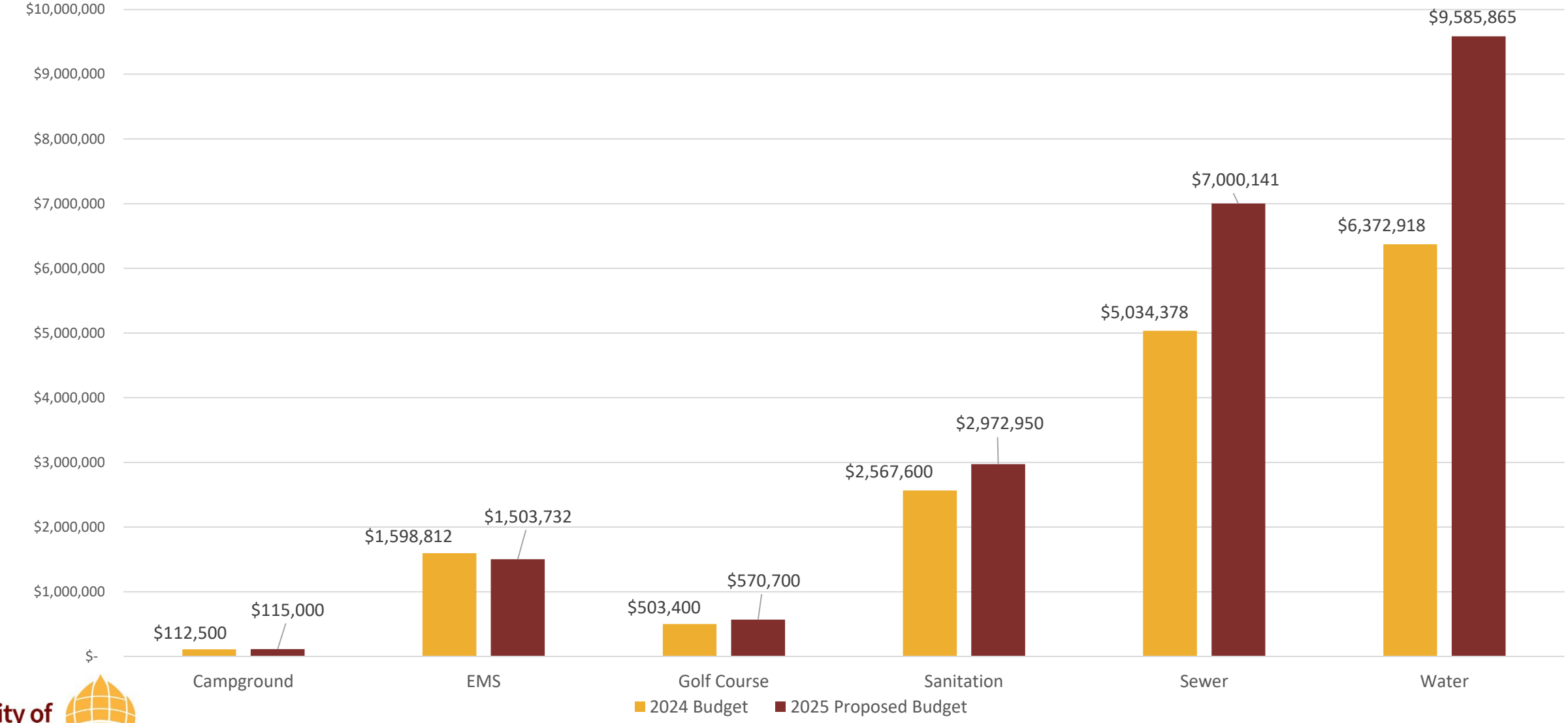
Proposed Special Revenue Fund Budgets



- Airport Revenue includes Grant Funds
- E911 – Surcharge Increase in 2024
- Lake Fund includes State Revolving Fund (SRF) Loan Revenue

City of Mitchell SOUTH DAKOTA

Proposed Enterprise Fund Revenue Budgets

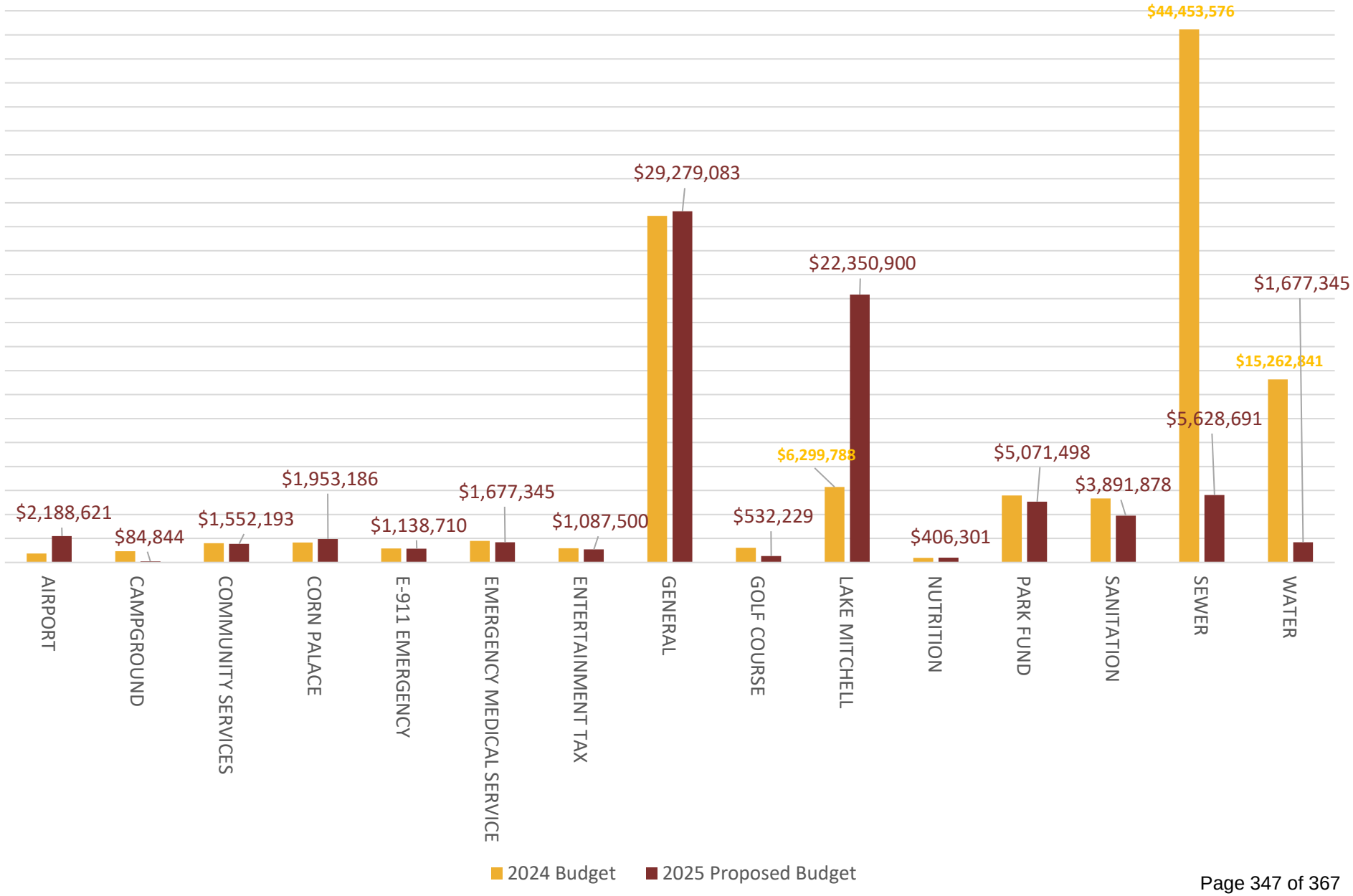


City of Mitchell SOUTH DAKOTA

Water & Sewer revenue includes anticipated rate increases in 2025 to fund upcoming infrastructure projects.

Proposed Expenditure Budgets

- Total Budgets Increased 56% from 2024 ($30,142,783)
- Budgets Increasing: Airport Fund, Corn Palace Fund, General Fund, Lake Mitchell Fund
- Budgets Decreasing: Campground Fund, EMS Fund, Entertainment Tax Fund, Golf Course Fund, Park Fund, Sanitation Fund, Sewer Fund, Water Fund

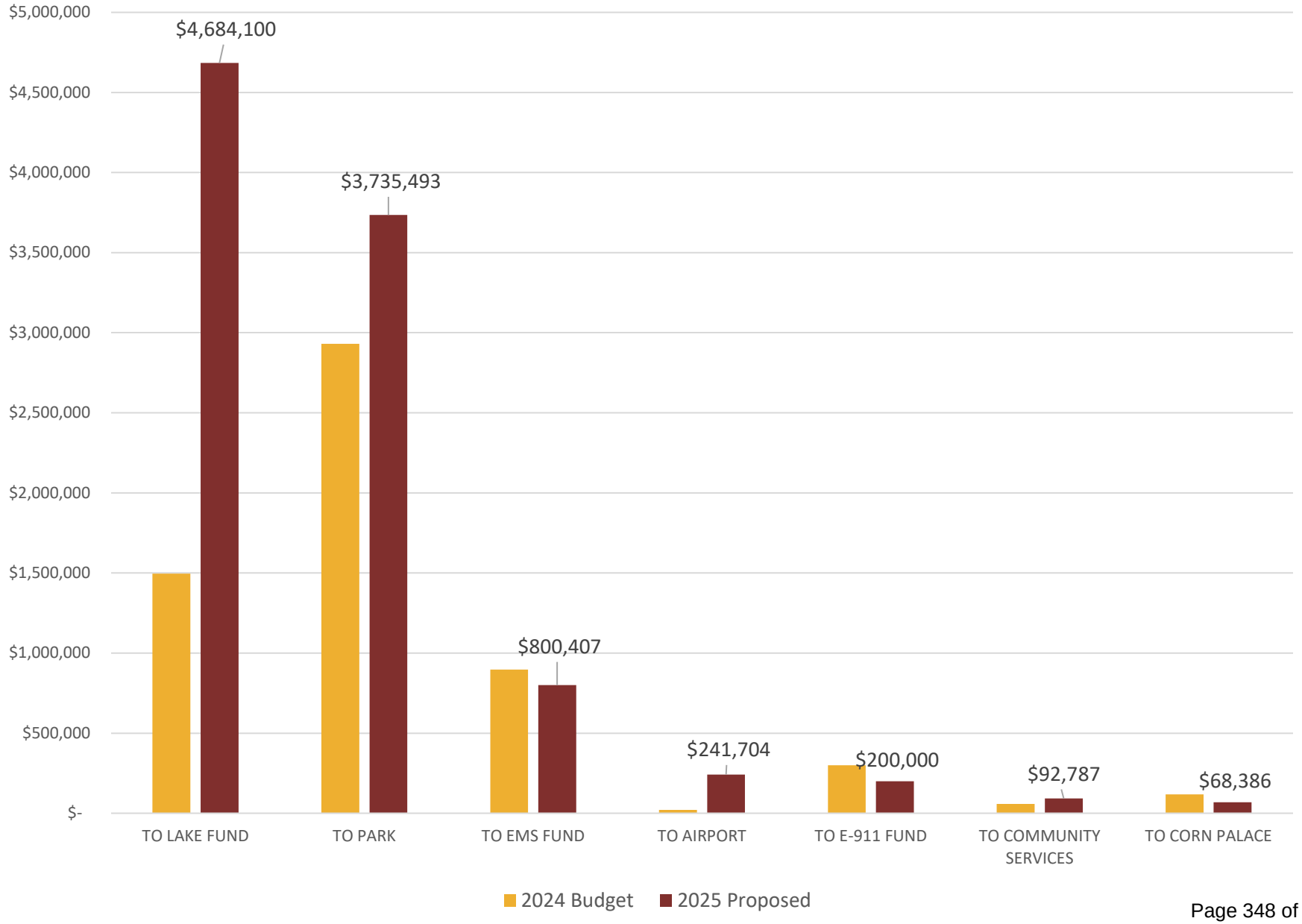


City of Mitchell SOUTH DAKOTA

Proposed Transfers out of General Fund

Of Note:

- Transfer out to the Lake Fund is out of designated reserves for the Lake Mitchell Dredge Project.
- Transfer to Park increased $805,493.
- Transfer to Airport increased $220,582 for matching funds required for grant projects.
- Transfers to EMS, E911, and Corn Palace all Decreased.



City of Mitchell SOUTH DAKOTA

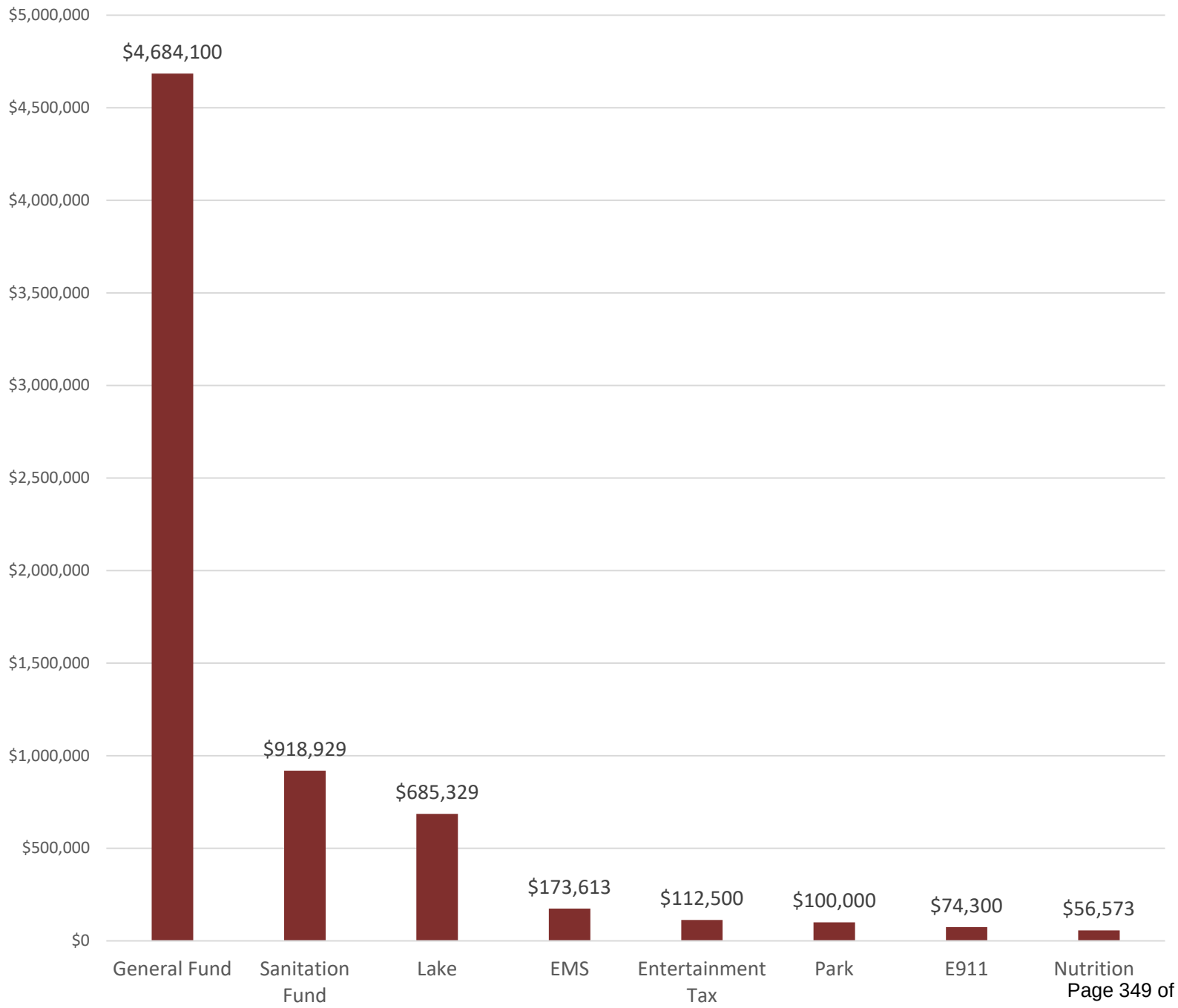
Cash Applied

General Fund Dedicated Reserves:

- $4,684,100 towards Lake Mitchell Drawdown Project

Other Cash Applied:

- Sanitation Fund towards Scraper
- Lake Mitchell towards drawdown/jetty
- EMS towards operations
- Park towards capital projects out of dedicated reserves
- E911 towards operations
- Nutrition towards operations

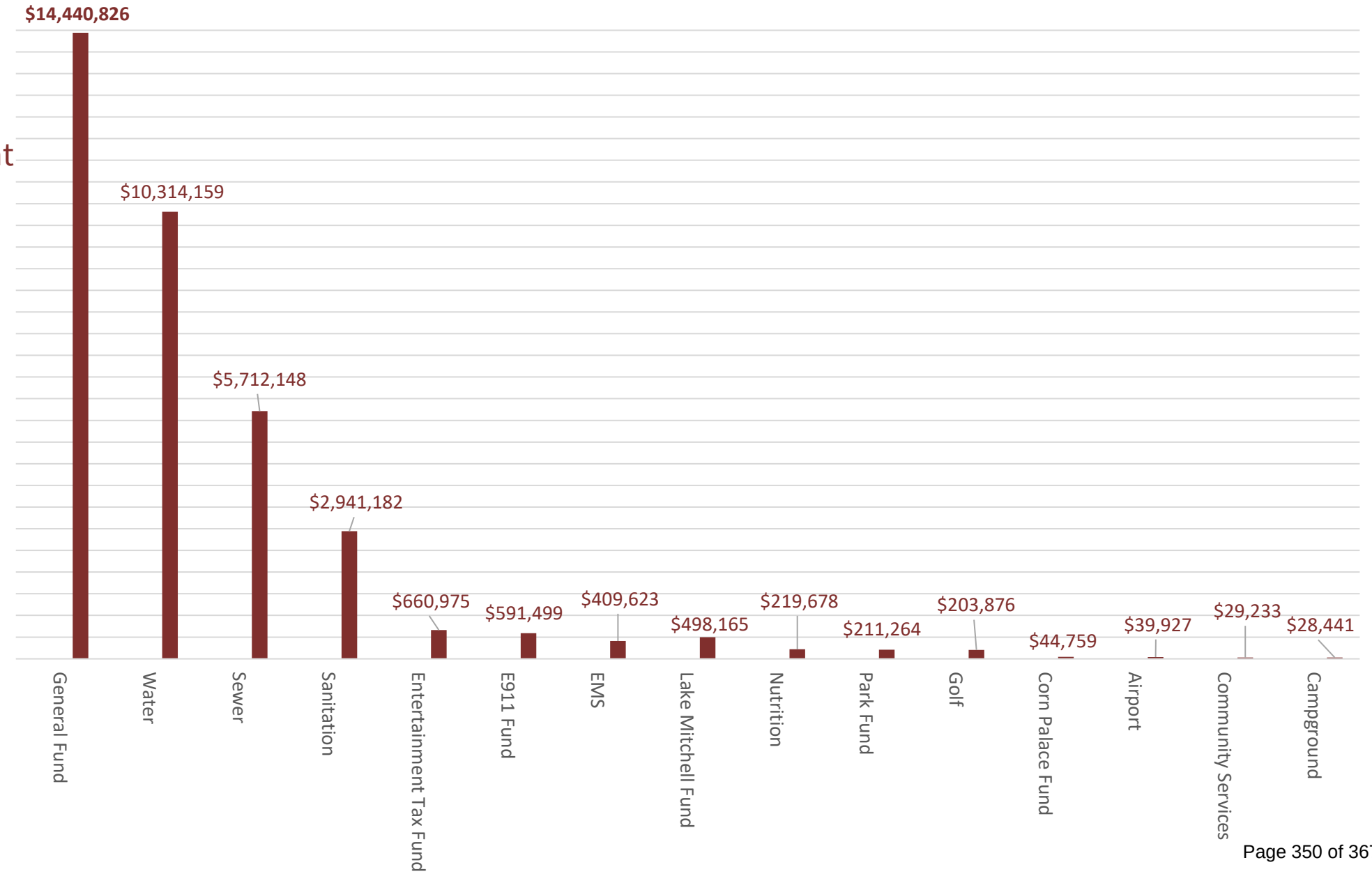


City of Mitchell SOUTH DAKOTA

Projected Reserve Balances 12/31/2025

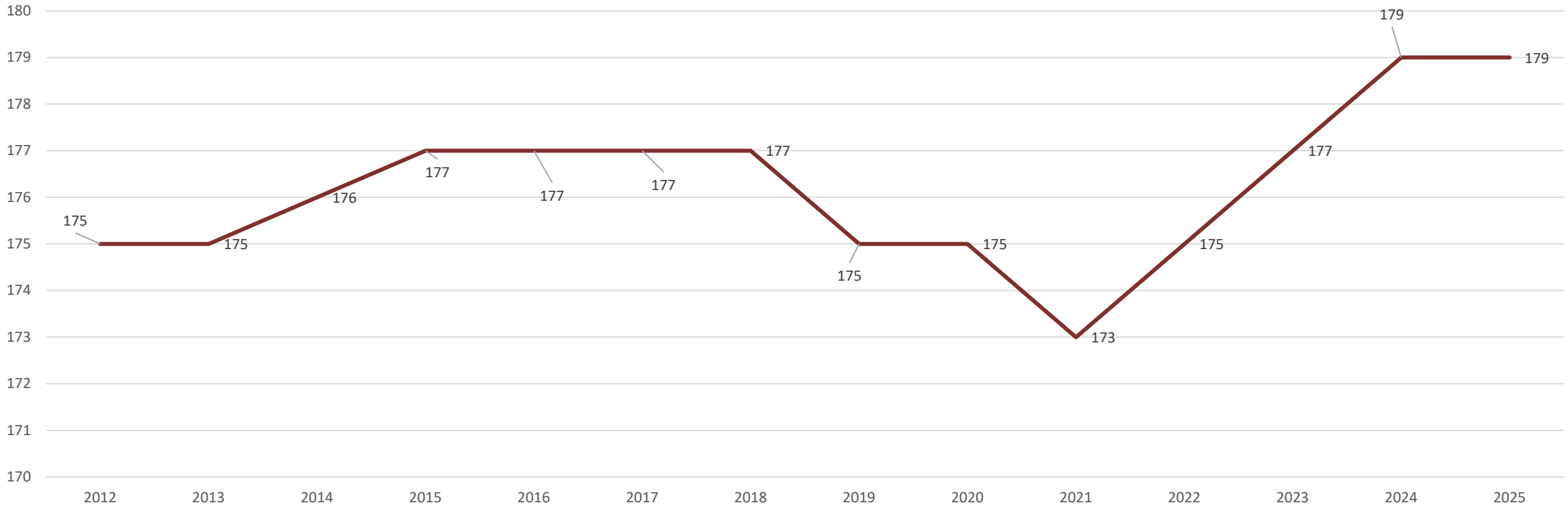
General Fund

- Estimated Balance at the end of 2024 is $14.4 million
- 59% of 2025 Budgeted Revenue



City of Mitchell SOUTH DAKOTA

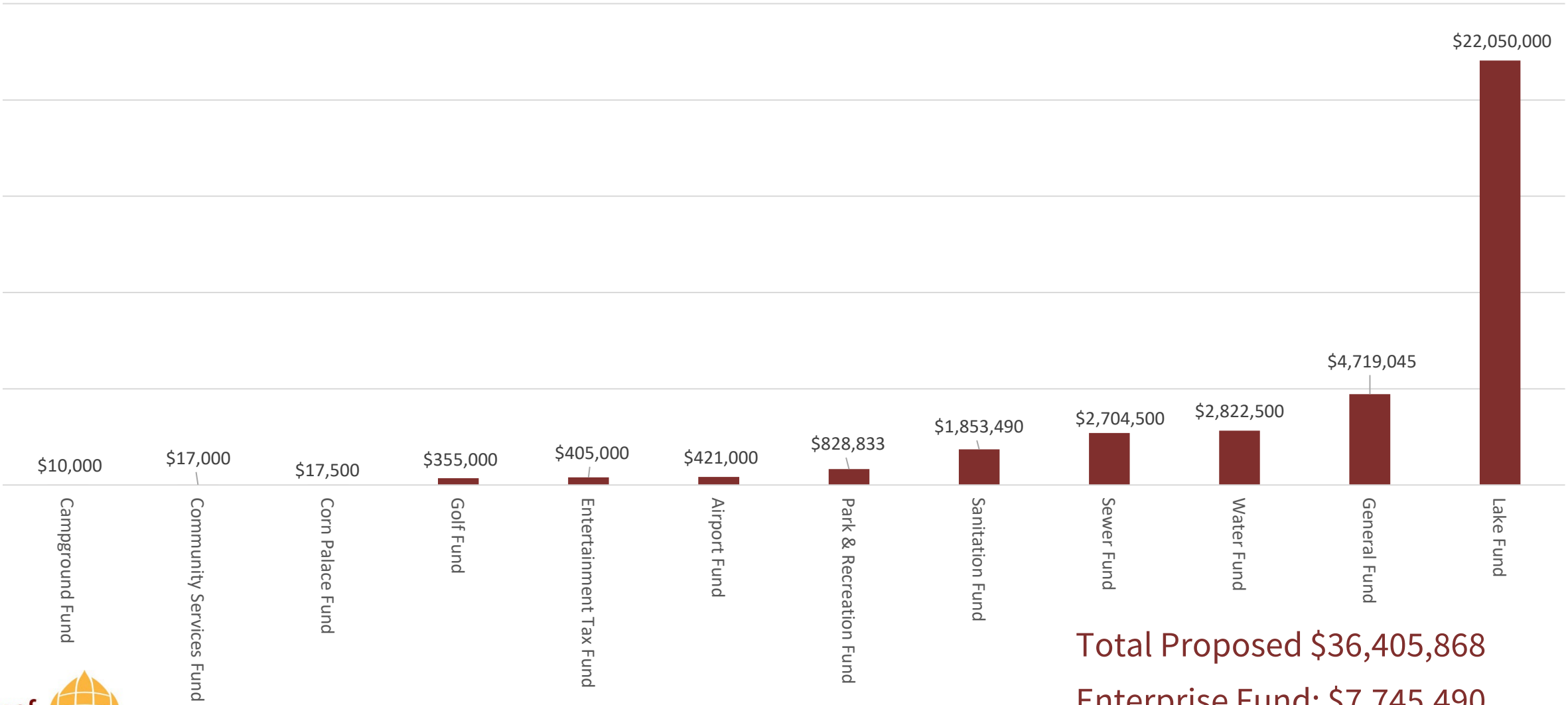
Employee Changes



- 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.**

City of Mitchell SOUTH DAKOTA

Proposed Capital Improvements for 2025

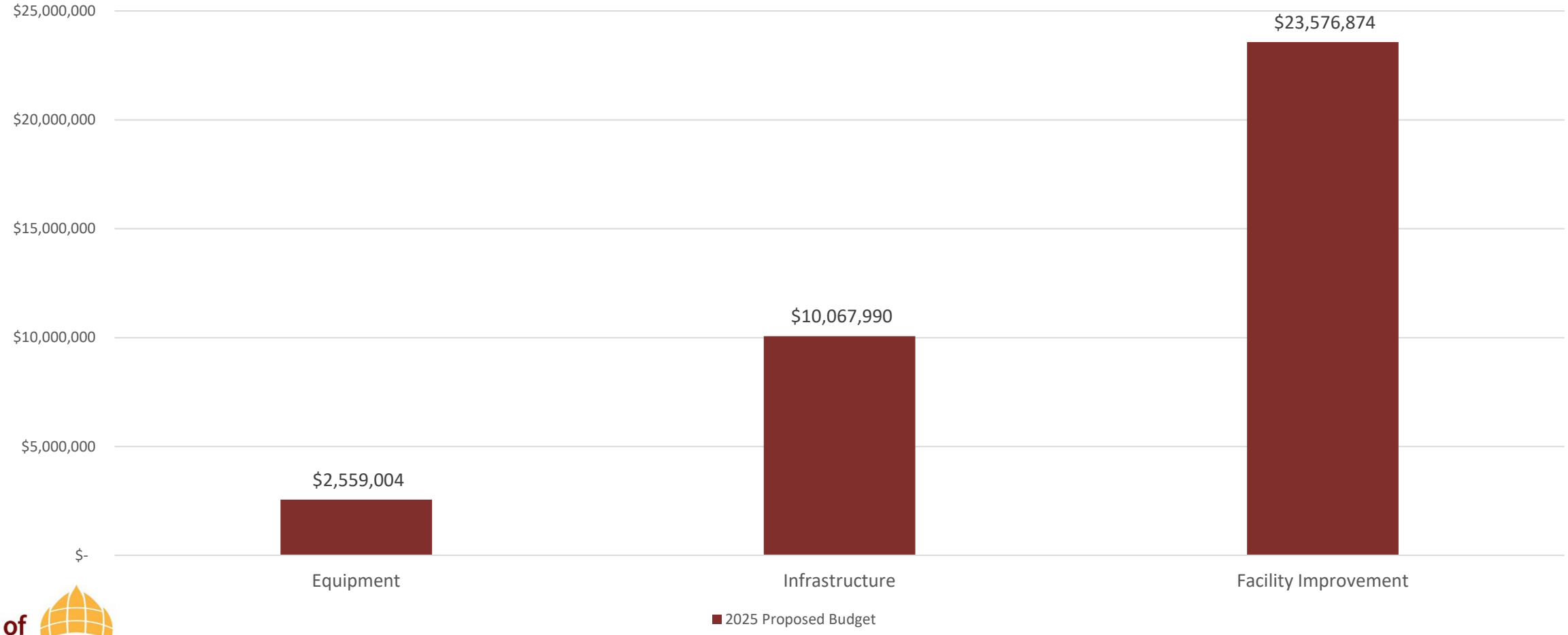


Total Proposed $36,405,868

Enterprise Fund: $7,745,490

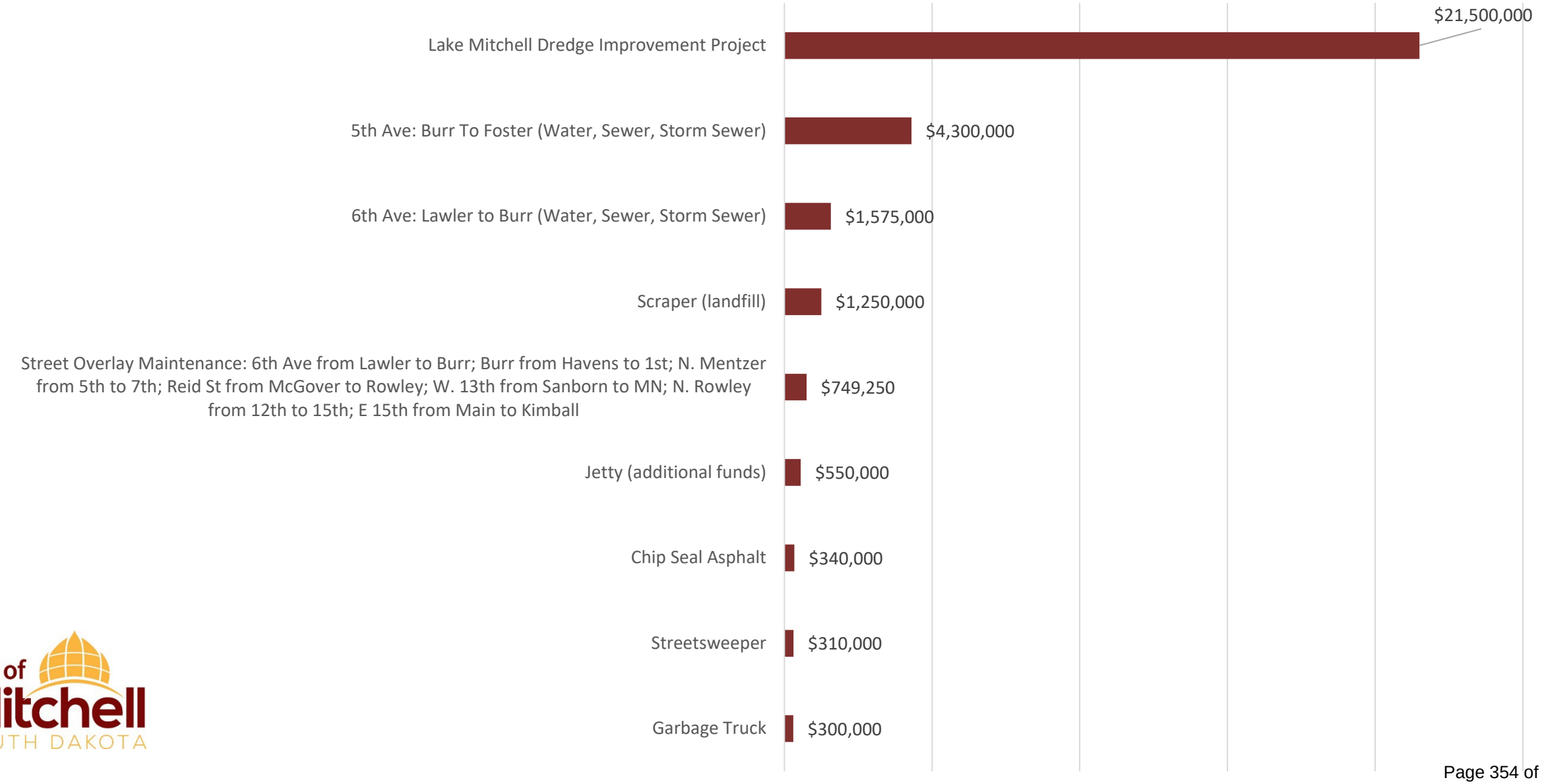
City of Mitchell SOUTH DAKOTA

Proposed Capital Improvements for 2024



City of Mitchell SOUTH DAKOTA

Proposed Capital Projects over $300,000



City of Mitchell SOUTH DAKOTA

Proposed Capital Projects - 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: 6th Avenue from Lawler to Burr	$ 600,000
Sewer: 6th 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: 5th Avenue from Burr to Foster	$ 1,550,000
Water: 5th Avenue from Burr to Foster	$ 1,600,000

City of Mitchell SOUTH DAKOTA

Proposed Capital Projects – Facility Improvements

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 (2nd & 4th)	$ 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	$ 1,500,000

City of Mitchell SOUTH DAKOTA

Proposed Capital Projects – Equipment

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

Batting Cages	$	20,000
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

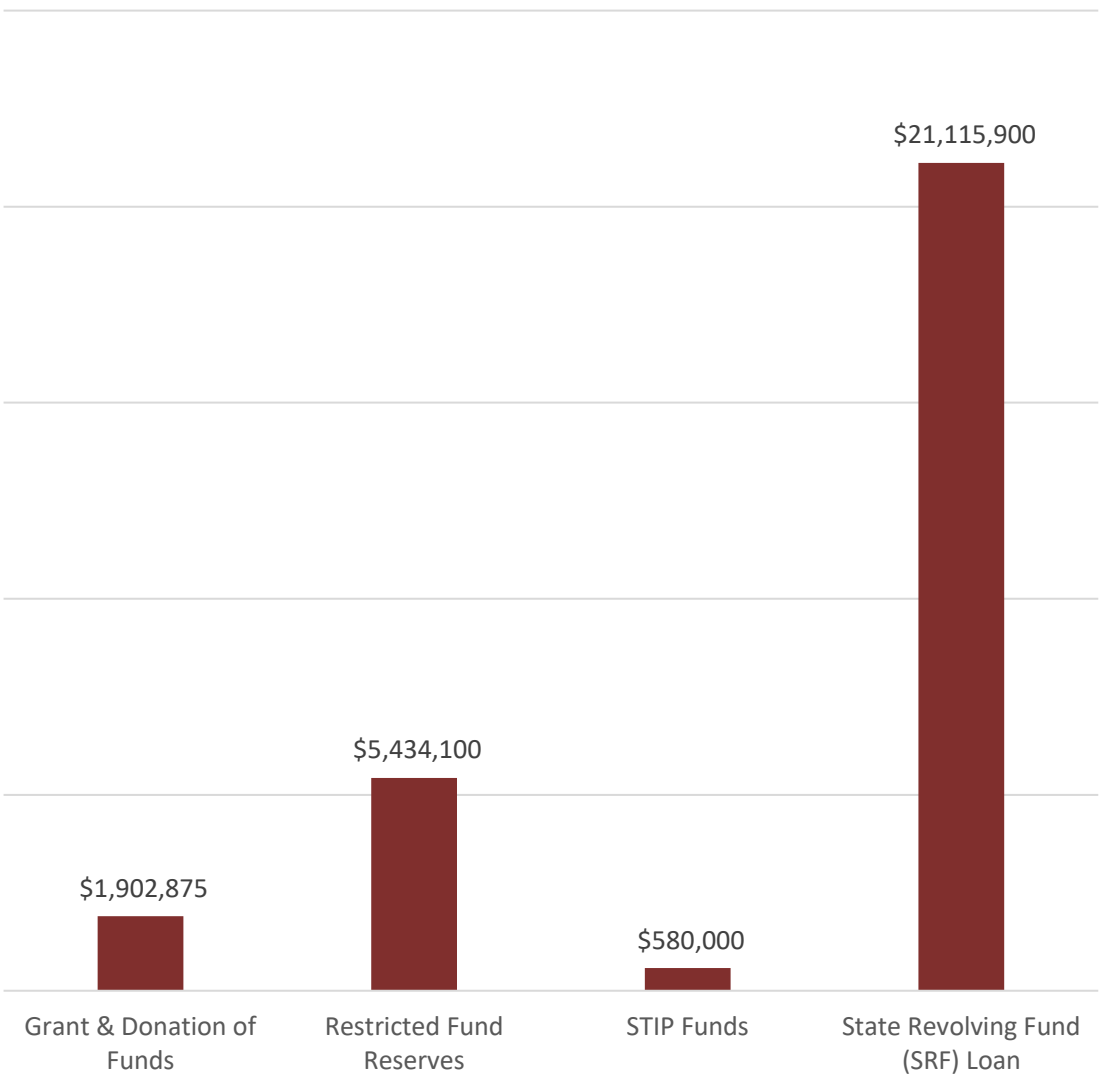
Alternate Funding of Capital Projects

Projects Receiving Grant Support
- Airport Hangar design
- Reconstruction of the Airport runway
- Pavement maintenance at the Airport
- Gainer Park Playground Equipment
- Garage lighting upgrade at the Palace Transit bus garage
- Radar units (Traffic)

Projects Utilizing Restricted Reserves
- Lake Mitchell Dredge Project
- Jetty Project (additional costs above budget)
- Corn Palace Expansion
- Indoor Playground in the Youth Room at the Rec Center
- New front desk at the Rec Center
- Multi-Station Machine & Benches at the Rec Center

Projects Utilizing STIP Funds
- Street Overlay Maintenance Program in 2025.

State Revolving Fund Loan Funds
- Lake Mitchell Dredge Improvement Project
- 5th Avenue from Burr to Foster (Water, Sewer, & Storm Water)



Proposed Professional Services/Design Projects

Cemetery Expansion Design

- $20,000 out of General Fund

Airport Hangar Design

- $1,383,800 Grant Funded
- $140,100 General Fund Transfer- Matching Funds

Parks LED Light Replacement Design

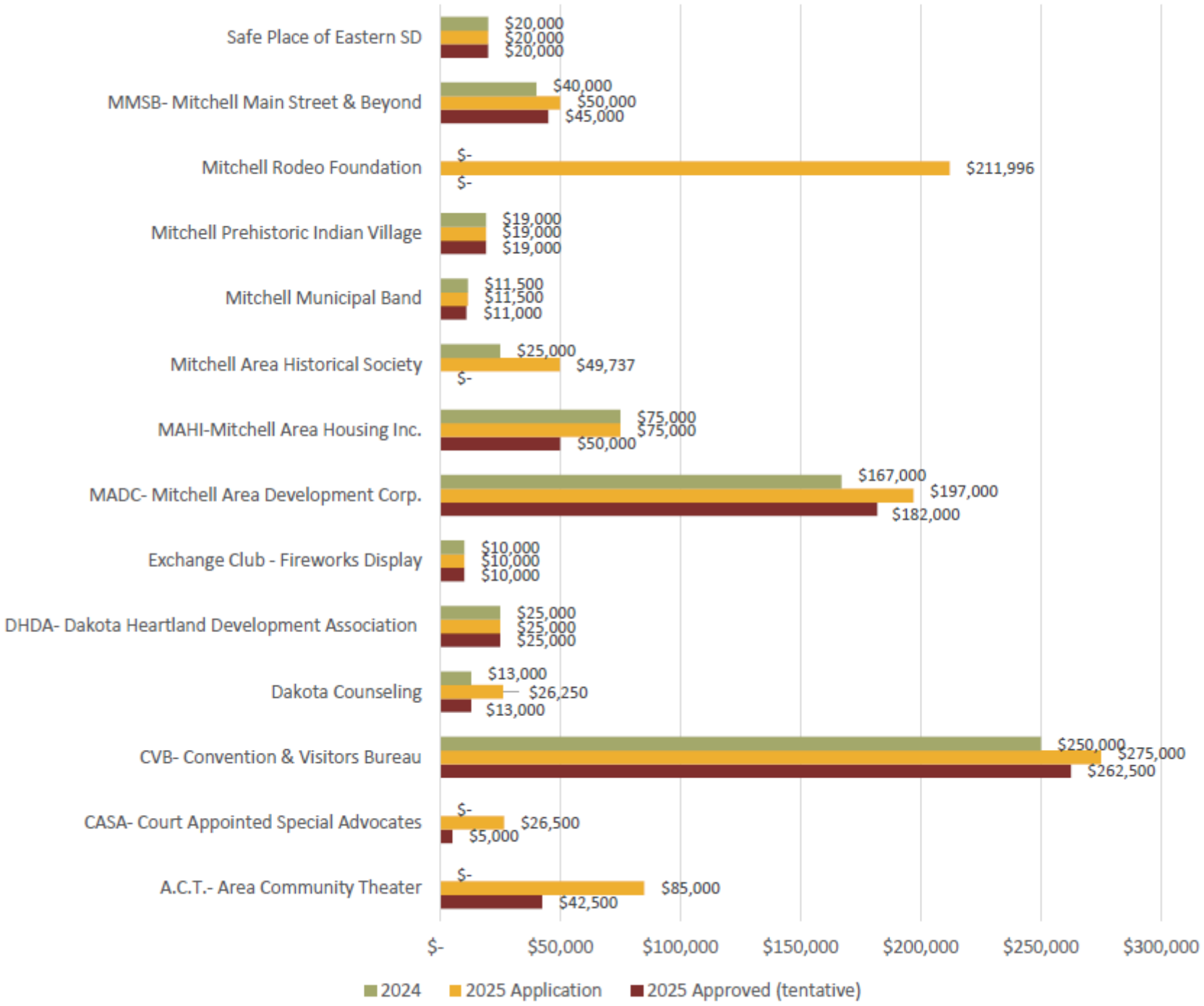
- $

City of Mitchell SOUTH DAKOTA

Subsidy Application Process for 2025

2025 Subsidy Applications Received:	$1,081,983
2024 Subsidy Funding Level:	$630,000
2024 Tentative Funding:	$710,500

City of Mitchell SOUTH DAKOTA



City of Mitchell SOUTH DAKOTA

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 18, 2024	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2024-12, An Ordinance Granting a Franchise to NorthWestern Energy		
Explanation/Background of Agenda Item Requested:	This ordinance grants a franchise to NorthWestern Energy Public Service Corporation. NorthWestern currently operates under a franchise that is mostly the same as the one presented to council for approval. City staff worked with representatives of NorthWestern to modernize the language throughout the document. A few sections also received minor changes. For example, some additional language was added to address the repair of dig sites when Northwestern has to modify their infrastructure. This update is necessary as the existing NorthWestern franchise expires at the end of 2024. This ordinance is intended to serve as a short term extension so that NorthWestern can continue service without interupption while the parties conduct a more thorough review and negotiation of a long term franchise agreement.		

Ordinance #O2024-12

An Ordinance granting NorthWestern Energy Public Service Corporation, a South Dakota corporation, its successors and assigns, a non-exclusive Franchise, right and privilege for a period of 1 year to erect, maintain, and operate a gas distribution system and any and all necessary pipes, mains, services, and all other appliances thereunto appertaining in, upon, over, across and along the streets, alleys, bridges, and public places of the City of Mitchell, South Dakota, as the same now are or may hereafter be extended, for the transmission, distribution, and sale of gas, whether artificial, natural, or otherwise, for cooking, heating, industrial, and all other uses and purposes in the City of Mitchell, South Dakota, and prescribing the terms and conditions under which said Franchisee is to operate; repealing all ordinances or parts of ordinances in conflict herewith; and providing for the effective date of this Ordinance, and publication thereof.

BE IT ORDAINED by the Mayor and City Council of the City of Mitchell, South Dakota:

Section 1.01. Definitions. As used in this Ordinance, the following words or phrases shall have the following meanings:

A. "*Customer*" shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, public corporation, or any other legal or non-legal entity served by the Franchisee.

B. "*Distribution System*" shall mean a system of pipes, pipelines, apparatus, machinery, structures, appliances, or fixtures, and appurtenances, which in any way relate to or are reasonably necessary for the transportation and distribution of natural gas by the Franchisee to Customers.

C. "*Franchise*" shall mean the rights and privileges granted by City to Franchisee under this Ordinance.

D. "*Franchisee*" shall mean NorthWestern Energy Public Service Corporation, a South Dakota corporation, doing business as NorthWestern Energy, its successors and assigns.

E. "*City*" shall mean the City of Mitchell, South Dakota, and includes the area within the City limits, as the same now exists or as may be extended from time to time.

F. "*Install, operate and maintain*" shall mean to acquire, erect, construct, install, extend, repair, remove, relocate, replace, or otherwise operate and maintain.

G. "*Public Way*" shall mean any street, alley, avenue, boulevard, lane, park, parkway, sidewalk, driveway, utility easement, right of way, and any other public ways, places, areas, or grounds within the corporate limits of the City as now constituted or may be added hereafter.

H. The terms "*Franchise Agreement*" and "*Ordinance*" as found herein shall be fully interchangeable in meaning.

I. The terms "*gas*" and "*natural gas*" as found herein shall be fully interchangeable in meaning.

J. The term "*South Dakota Natural Gas Tariff*" as found herein means Franchisee's South Dakota Gas Rate Schedule filed with the South Dakota Public Utilities Commission.

Section 1.02. Franchise Granted. Franchisee is hereby granted a non-exclusive Franchise, right and privilege for a period of 1 year to install, operate, and maintain a Distribution System upon, over, across and along the Public Ways, as the same now are or may hereafter be extended, for the transmission, distribution, and sale of gas, whether artificial, natural, or otherwise, for cooking, heating, industrial, and all other uses and purposes.

Section 1.03. Franchisee's Agreement to Serve. Franchisee agrees that, for and during the term and period of this Franchise Agreement, it will maintain in the City an adequate, standard, and sufficient Distribution System and equipment and maintain and operate the same in a manner to meet the necessities and requirements of the City, its industries, and inhabitants. Franchisee will be deemed to have accepted the terms and conditions of this Franchise by supplying service to any Customer within the City limits after the effective date of this Franchise Agreement. Notwithstanding the foregoing, Franchisee does not guarantee uninterrupted or undisturbed service of gas, and is not liable for causes beyond its reasonable control. However, Franchisee shall use all commercially reasonable efforts to prevent interruptions in service and, in accordance with prudent utility practices, restore service as soon as practicable in the event of an outage.

Section 1.04. Changes to Physical Plant; Extension of Service. Franchisee shall and hereby agrees to make such reasonable extensions of the Distribution System as may be reasonably required to furnish service to parties making application therefor located within the corporate limits of the City.

Franchisee shall not be required to make any such extensions of the Distribution System nor install service lines for the purpose of serving any new Customer or Customers where the estimated revenue to be derived from such service is not sufficient to provide an adequate return upon the investment (after recognizing any Customer contribution-in-aid of construction) required to serve such Customer or Customers. All extensions of the Distribution System shall be made in compliance with the South Dakota Natural Gas Tariff.

Section 1.05. Relocation of Utility Facilities. Franchisee shall relocate its facilities or equipment at its own expense whenever the City, in the proper exercise of its police power grades, regrades, changes the line, or otherwise improves any Public Way or constructs or reconstructs any sewer or water system therein and, with due regard to seasonable working conditions, orders the Franchisee to relocate permanently its facilities or equipment located in said Public Way. The City shall give Franchisee reasonable notice of plans requiring such relocation.

Section 1.06. Relocation When Right of Way Vacated. City may not order Franchisee to relocate any of its facilities or equipment when a Public Way is vacated unless the reasonable cost of such relocation and the loss and expense resulting from such relocation are first paid to Franchisee. If the facilities are not relocated, the City shall grant the Franchisee a permanent easement prior to the vacation of said public use.

Section 1.07. Restoration of Public Ways. In doing any work in connection with exercising the privileges herein granted, the Franchisee shall avoid, so far as may be practicable, interfering with the use of any Public Way. Where a portion of the Public Way is disturbed, the Franchisee shall at its

own expense and in a manner reasonably satisfactory to the City Public Works Director, and in compliance with the City specifications, repair or replace such portion of the Public Way, including the subsurface elements and other items underneath such portion, in as good condition as it was in before such work was commenced.

Section 1.08. Installation of Equipment. Franchisee shall install, maintain, and operate the Distribution System to not interfere with or obstruct the use of any water pipes, drains, sewers or other structures already installed. Further, the Franchisee, agrees to install, operate and maintain all underground piping according to current industry standards and all applicable codes, rules, regulations, statutes, and orders of local, state and federal agencies having authority in such matters.

Section 1.09. Installation and Ownership of Service Lines. Franchisee shall, at its own expense, furnish and install service pipe of suitable capacity to the Customer's point of delivery herein, defined as the inlet side of the first connection with Customer's premises or the outlet side of the meter if located beside, within, or attached to the premises. This delivery location shall be defined as "*Customer's Point of Delivery*." Service lines or gas main extensions may be subject to a Customer Contribution in Aid of Construction. Ownership of all service lines shall remain with Franchisee.

Section 1.10. Allocation of Gas Supplies. In the event of a shortage in the supply of natural gas for any reason beyond the control of Franchisee, it will allocate the available gas in a manner to conform to the general interest of the public, as required by applicable laws and regulations.

Section 1.11. Insurance Requirements. Franchisee shall be self-insured and/or maintain commercially reasonable insurance coverage of foreseen and unforeseen risks including, but not limited to, the following types: Workers' Compensation; Automotive Liability; Comprehensive General Liability, including contractual liability, explosion, collapse and underground, personal injury, products and completed operations, owner and contractors protective; and umbrella liability. Upon request, Franchisee shall deliver to City proof of insurance coverage.

Section 1.12. Hold Harmless Clause. Franchisee shall at all times protect, indemnify, and save harmless the City from and against all claims and demands and from any and all loss, expense, and liability arising out of the intentional misconduct, negligence, or fault of Franchisee in the installation, operation, or maintenance of the Distribution System, except such as arises as a result of the intentional misconduct or the negligence of the City, its officers, employees, or agents.

Section 1.13. Municipal Authority. Franchisee agrees that all authority and rights in this Ordinance contained shall at all times be subject to all rights, power, and authority now or hereafter possessed by said City to regulate and control and direct or otherwise by ordinance or resolution legislate concerning the manner in which the Franchisee shall use the Public Way.

Section 1.14. Interpretation of Law. This Franchise Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

Section 1.15. Captions. Captions and other headings contained in this Franchise Agreement are for reference and identification purposes only and in no way alter, modify, amend, limit, or restrict the contractual obligation of the parties hereto.

Section 1.16. Compliance with Laws. Franchisee agrees to conduct its business under the terms of this Franchise Agreement in such a manner that it does not violate any federal, state, or local laws or regulations applicable to the conduct of its operations under the terms of this Franchise Agreement.

Section 1.17. Validity of Franchise. If any section, subsection, sentence, clause, phrase, or portion of this Franchise Agreement shall for any reason be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 1.18 Acceptance. Franchisee shall deliver its unconditional acceptance of this Franchise Agreement to the City within 45 days after receipt of the notice of publication.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This Ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2024.

_____
Mayor

ATTEST:

_____

First Reading: _____
Second Reading: _____
Published: _____

Acceptance of Ordinance #O2024-12

To the Mayor and members of the City Council of the City of Mitchell, South Dakota:

NorthWestern Energy Public Service Corporation does hereby unconditionally accept Ordinance #O2024-12 and all the terms and conditions thereof.

Dated this ___ day of December, 2024.

NorthWestern Energy Public Service Corporation d/b/a NorthWestern Energy

_____

By: Jason Merkel
Its: Vice President – Distribution

STATE OF MONTANA)
: ss
COUNTY OF LEWIS AND CLARK)

Signed or attested before me this ___ day of December, 2024, by Jason Merkel.

_____

Name: _____
Notary Public for the State of Montana
Residing at: _____, Montana
My commission expires: _____