City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
December 2, 2024

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

   A. **City Council Minutes**

   B. **Committee Reports**

   C. **Automatic Supplements**
      General Fund-Traffic in the amount of $64,389.20 from insurance claims

   D. **Raffle Permits**

   E. **2025 Renewal of Vehicle for Hire Company Application**
      Kongo, Inc

   F. **2023 Delinquent Utility Billing Account Write-Offs**

   G. **Acceptance of SD Department of Health Regional Service Designation Grant**

   H. **Change Order #2 to WS Construction Management, LLC for Landfill Recycling Building Project #2021-30**

   I. **Change Order #2 for North Harmon Sanitary Sewer Outfall Project #2023-6 to Halme Inc.**

   J. **Set Date of December 16, 2024 for Hearing and Action on the Application of Radhe LLC dba Thunderbird Lodge, 1601 South Burr Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)**

   K. **Set Date for Bid Opening, 1:30 P.M., December 18th for East 5th Burr to Foster Street & Utilities Improvements Project #2024-02**

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

   M. **Pay Estimates**

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

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. **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)

10. **Action to Approve the Application for Jesse's Place for Renewal of 2025 Wine License**

    Jesse's Place

11. **Action to Approve the Application of Keke Leiferman dba The Back 40 for a Special Event Liquor License located at the Area Community Theatre, 700 North Main on December 12, 2024 for Comedy Night**

12. **Award Bid for West Harmon Bridge BIG Project #2023-23**

13. **Action to Approve Request to Name Green Space to the South of Railroad & Main "Railroad Plaza"**

14. **Action to Approve Request of Mueller Lumber Company to Build on Unimproved Right Of Way**

15. **Action to Authorize Mayor to Sign Letter of Commitment as Participating Jurisdiction in the Davison County Hazard Mitigation Plan Update**

16. **Action to Approve South Dakota Department of Transportation Federal Highway Administration Urban Boundary Map**

17. **Approve Amendment #2 to Agreement #A2021-10, Landfill Recycling Building Project #2021-30 with Helms & Associates**

18. **Action to Approve Amendment #3 to #A2021-56, Engineering Agreement for Spruce Street Project with Brosz Engineering**

19. **Action to Approve Agreement #A2024-41, Tax Increment District #40 Developer Agreement**

20. **Action to Approve Agreements for Annexation and Utility Costs:**
    #A2024-51-Mike & Brenda Carpentier
    #A2024-52-Arlen & Patricia Schuh
    #A2024-53-Paul & Deborah Muth Trust

21. **Action to Approve Agreement #A2024-54, Developers Agreement for South Lake Estates Phase I with Mitchell Area Housing Incorporated (MAHI)**
22. **Action on Agreement #A2024-55, Clarification of Easements for 514 N Main**
23. **Action to Approve Agreement #A2024-56, Release of Easement for 1605 East 5th Ave**
24. **Action to Approve Resolution #R2024-78, Plat of Lot 4, Block 6 of the Woods First Addition**
25. **Action to Approve Resolution #R2024-79, Plat of Lot B1 in the North 312.7 Feet of Lot B of Thomsen's 1st Addition**
26. **Second Reading on Ordinance #O2024-12, An Ordinance Granting a Franchise to Northwestern Energy**
27. **Motion to Adopt Ordinance #O2024-12, Request Public Comment, Roll Call**
28. **First Reading on Ordinance #O2024-13, Supplemental Appropriation Ordinance for the City of Mitchell, Davison County, South Dakota for Fiscal Year 2024**
29. **Update on Jetty Project & Lake Mitchell Dredge/Improvement Project**
30. **Discussion on Medical Cannabis License Ordinance**
31. **Motion to Enter into Executive Session According to SDCL 1-25-2 (1) Personnel**
32. **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 18, 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:

Mayor Hanson added an Executive Session as permitted by SDCL 1-25-2(3) Legal.

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

a. City Council Minutes
   1. City Council November 4, 2024
b. Committee Reports
   1. Planning Commission October 28, 2024
   2. Planning Commission November 12, 2024 (unsigned)
c. Department Reports
   1. Sales Tax Collections (October)
   2. Finance (October)
   3. Building Permits (October)
   4. Public Works Projects
   5. Police (October)
   6. Code Enforcement (October)
   7. Palace Transit (September)
   8. Water (October)
d. Raffle Permits
   1. Mitchell Music Boosters with the drawing to be held December 5, 6, and 7, 2024
   2. Dakota Wesleyan Softball with the drawing to be held on January 12, 2025
   3. Dakota Riptide Swim Team with the drawing to be held on February 23, 2025
   4. Big Friend Little Friend with the drawing to be held on February 1, 2025
   5. St. John Paul II with drawings to be held various dates in January and February 2025
   6. Mitchell Figure Skating Club with the drawing to be held on December 15, 2024
   7. Mitchell Music Boosters with the drawing to be held on April 10, 11, and 12, 2025
e. 2025 Renewal of Vehicle for Hire Company Applications

1. D&J Fun Bus LLC
2. Granite Springs Lodge
3. BJ's Party Bus
4. PSG Premier Enterprises, LLC

f. 2025 Renewal of Transportation Network Company Vehicle Application for LYFT

g. Set date for bid opening 1:30 PM, November 26, 2024 for Rock Salt Project #2024-34

h. Set date of December 2, 2024 for Hearing and Action

1. 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)
2. 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 Gas and Fuel Quotations

Vollan Oil	**Requested Gallons**	**Bid Gallons**	**Price per Product**	**Total Bid**
Unleaded Gas-10% Ethanol	7,500	7,500	$2.2549	$16,911.75
	Total Bid:			$16,911.75

j. Pay Estimates November 18, 2024

Pay Estimate #18 in the amount of $106,440.60 for Above Ground Storage Tank #2020-20 contracted to Rice Lake West

Pay Estimate #3 in the amount of $1,439,173.23 for Waste Water Treatment Plant-Phase II #2022-01 contracted to John T. Jones Construction Company

Pay Estimate #12 in the amount of $5,175.00 for 3rd & Main Streetscape #2022-26 contracted to McLaury Engineering

Pay Estimate #17 in the amount of $30,660.00 for Lake Mitchell Jetty & Marina #2023-03 contracted to Brosz Engineering

Pay Estimate #6 in the amount of $1,640.00 for West End Bridge #2023-23 contracted to Brosz Engineering

Pay Estimate #1 in the amount of $45,565.00 for Dump Body #2023-35 contracted to Sanitation Products Inc.

Pay Estimate #11 in the amount of $26,025.00 for East 5th-Burr to Foster #2024-02 contracted to Brosz Engineering

Pay Estimate #1 in the amount of $10,000.00 for Airport Snow Removal #2024-22 contracted to Quality Cut Lawn

Pay Estimate #2 in the amount of $10,000.00 for Airport Snow Removal #2024-22 contracted to Quality Cut Lawn

k. 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 27, 2024 – NOVEMBER 9, 2024: City Council $3,626.48, Mayor $1,567.54, City Administrator $6,519.23, Administrative Boards $2,325.00, Attorney $5,332.08, Finance $14,547.19, Human Resources $4,392.72, Municipal Building $3,451.76, Information

Technology $3,286.77, Police $77,966.68, Traffic $4,526.32, Fire $40,405.46, Street $33,934.60, Public Works $25,399.98, Cemetery $5,796.94, Animal Control $1,711.52, Library $18,808.56, Recreation & Aquatics $7,386.53, Recreation Center $18,962.68, Sports Complexes $10,851.45, Parks $15,498.44, Supervision $4,205.31, Corn Palace $17,189.13, E911 $26,510.47, Palace Transit $31,057.59, JVCC $2,170.64, Nutrition $4,602.21, Airport $2,540.81, Water Distribution $15,375.62, Sewer $15,778.11, Recycling Program $7,595.87, Waste Collection $7,702.98, Landfill $10,257.11, Golf Course $5,114.65, Emergency Medical Services $36,194.44

NEW HIRES:

RECREATION CENTER: Aaron Black-$15.00

SPORTS COMPLEXES: Dale Moke-$13.20

SALARY ADJUSTMENTS:

CORN PALACE: Rubiany Ferreira-Escalera-$12.20, Craig Stucky-$29.644

PALACE TRANSIT: Karol Iburg-$24.575

POLICE: William Lutjen-$31.768

STREET: Connor Carlson-$23.853, James Zard-$24.817

TERMINATIONS:

RECREATION & AQUATICS: Carter McCormick

WASTEWATER: Alexander Hennek

WARRANTS: A-Ox Welding Supply, Supplies-$185.75; AAA Lawn Care and Maintenance-Property Mowing-$2,730.00; AFLAC, Aflac Withholding-$10,859.88; AFSCME Council 65, Union Dues-$508.25; Amazon Capital Services, Supplies-$493.26; Aqua-Pure, Service Contract-$3,375.00; ASCAP, Licensing Fee 2024-$3,261.04; Associated Pool Builders. Maintenance-$420.00; Automatic Building Control, Maintenance-$600.00; Avera Queen of Peace Nutrition, Supplies-$195.00; B-Y Water District, Water Usage-$89,773.74; Baker & Taylor, Books-$125.67; Bender Sewer & Drain, Maintenance-$3,900.00; Big Daddy D's, Contract Service-$4,512.60; Blackstone Publishing, Audiobooks-$63.99; Books By Terrall, Book-$24.98; Brosz Engineering, 2023-23 P.E. #6-$58,325.00; Buhl's Drycleaners & Linen, Laundry Service-$37.50; Builders First Source, Supplies-$36.00; Butler Machinery, Supplies-$26,791.33; C&B Operations, Supplies-$19.83; Carquest Auto Parts, Supplies-$14.99; CDW Government, Supplies-$35,709.01; Center Point Large Print, Books-$97.08; Central Electric, Utilities-$11,496.00; Century Link, Utilities-$113.66; Chesterman. Supplies-$765.25; CHS Farmers Alliance, Maintenance-$705.02; City of Mitchell, Golf Course Deductions-$1,291.28; City of

Mitchell, Recreation Deductions-$2,526.20; City of Mitchell, Oct 2024 Hotel Tax-$186.00; Coborns, Contract Services-$392.00; Column Software, Advertising-$483.38; Commercial Asphalt, Supplies-$8,546.30; Core & Main, Supplies-$64,731.53; Core-Mark Midcontinent, Supplies-$3,054.24; Corn Palace, Corn Palace Games-$3,368.46; Corporate Translation Services, Translation Services-$139.84; County Fair, Contract Services-$1,643.21; Dakota Pump, Maintenance-$360.07; Dakota Riggers & Tool Supply, Repair-$100.00; Dakota Supply Group, Supplies-$802.13; Daniel Fechner, Reimbursement-$193.94; Darrington Water Conditioning, Rental-$62.00; David Sarne, Reimbursement-$130.00; Davison County Register of Deeds, Easement-$60.00; Davison County Treasurer, 2024 Chevy Pickup-$53.40; Davison Rural Water Systems, Utilities-$95.85; Dawn F Strand, Refund Lot Fees-$1,000.00; Delta Dental Plan of South Dakota, Dental Insurance-$16,592.30; Department of Agriculture, Solid Waste Surcharge-$3,496.22; Department of Social Services, Child Support-$633.69; Dick's Body Shop, Maintenance-$270.00; Dimock Dairy, Supplies-$202.50; Elfstrand's Ace Hardware, Supplies-$21.98; Fisher Scientific, Supplies-$34.50; Fleetpride, Supplies-$1,016.01; Galls, Supplies-$2,695.76; Game Time, Capital Improvements-$10,433.00; Gordon E Harper, Travel-$1,650.00; Grainger, Supplies-$126.56; Guardian Alliance Technology, Supplies-$50.00; Harve's Pro Prints, Supplies-$637.00; Henry Schein, Supplies-$597.10; ICan, Advertising-$750.00; Identisys, Supplies-$365.00; Ingram Library Services, Books-$926.42; Innovative Office Solution, Supplies-$66.00; Interstate Glass & Door, Maintenance-$3,068.00; Interstate Office Products, Supplies-$297.10; Jacki Larson, Reimbursement-$42.99; James Valley Landscape Solution, Maintenance-$31.49; JCL Solutions, Supplies-$84.50; JGE Inc Dba Bobcat of Aberdeen, Repairs-$339.10; John T Jones Construction, 2022-1 P.E. #3-$1,439,173.23; Johnson Controls, Repairs-$4,340.41; Jones Supplies, Supplies-$1,131.61; Joseph King, Reimbursement-$60.00; Kellie Halvorson, Deposit Refund-$2,000.00; Kevin Nelson, Reimbursement-$239.75; Lakeview Veterinary Clinic, Management-$900.00; Larry's I-90 Service, Maintenance-$1,944.40; Lawson Products, Supplies-$101.57; M&T Fire and Safety, Supplies-$1,311.03; Make it Mine Designs, Supplies-$15.00; McLaury Engineering, 2022-26 P.E. #12-$5,175.00; McLeod's Printing, Supplies-$644.90; Mega Wash, Supplies-$24.00; Menard's, Supplies-$441.78; Mettler Implement, Repairs-$44.99; Michelle Bathke, Travel-$215.64; Midway Service dba Vollan Oil, Supplies-$16,914.00; Midwest Laboratories, Testing-$1,074.03; Midwest Oil, Supplies-$834.48; Mitchell Animal Rescue, Nov 2024 Management-$350.00; Mitchell Boys Basketball, Programming Services-$1,615.00; Mitchell Convention & Visitors Bureau, November 2024 Funding-$20,800.00; Mitchell Girls Basketball, Programming Service-$1,615.00; Mitchell Iron & Supply, Supplies-$6.00; Mitchell Telecom, Utilities-$3,072.09; Mount Vernon School District, Utilities-$230.00; Mueller Lumber, Supplies-$203.31; Muth Electric, Maintenance-$635.71; Northwestern Energy, Utilities-$52,804.66; O'Connor Company, Maintenance-$17,897.52; One Source the Background, Backgrounds-$88.00; Overdrive, Supplies-$1,683.78; Paulson Sheet Metal, Maintenance-$1,114.29; Premier Equipment, Supplies-$2,221.12; Premier Pest Control, Supplies-$75.00; Qualified Presort, Postage-$392.25; Quality Cut Lawn & Tree Service, 2024-22R P.E. #1-2024-$20,000.00; Quick Med Claims, Monthly Contract-$3,802.43; Rausch Bros Monument, Supplies-$360.00; Ray O'Herron, Maintenance-$4,079.43; Rice Lake West, 2020-20 P.E. #18-$106,440.60; Runnings Supply, Supplies-$1,305.24; Saga Communications of South Dakota, Advertising-$604.00; Sanford Health Occ Med, Wellness-$1,479.80; Sanitation Products, 2023-35 P.E. #1-$45,821.55; Santel Communications, Utilities-$30.00; Schoenfelder Construction, Supplies-$2,348.00; Schoenfelder

Portables, Rental-$120.00; South Dakota Department of Health, Renewal-$140.00; South Dakota Municipal League, Registration-$225.00; South Dakota Police Chiefs', Supplies-$565.00; South Dakota Retirement System, Retirement Contributions-$122,921.70; South Dakota-Supplemental Retirement, Supplemental Retirement-$3,317.50; South Dakota-Supplemental Roth 457, Roth 457 Contributions-$2,092.50; Shannon Sandoval, Reimbursement-$126.39; Sign Pro, Supplies-$768.00; Sign Solutions , Supplies-$298.00; Smart Commercial Construction, Deposit Refund-$2,000.00; Standard Insurance, Life Insurance-$2,762.32; Staples, Supplies-$303.25; State Bar of South Dakota, 2025 Bar Dues-$540.00; Steve Anderson, Reimbursement-$491.30; Streicher's-Minneapolis, Supplies-$279.00; Sturdevants Auto Value, Supplies-$3,064.42; Sun Gold Sports, Supplies-$240.00; Tessiers Mechanical Contractors, Supplies-$1,500.00; The Dugout, Contract Services-$2,550.00; The Safe Place of Eastern South Dakota, Grant-$193,439.90; Thomson Reuters-West, Subscription-$824.82; Thune True Value & Appliance, Supplies-$207.65; TMA Stores, Repair-$88.30; Transource, Supplies-$2,356.50; Transwest - Sioux Falls, Supplies-$39.58; Travis Platt, Reimbursement- $53.99; Two Way Solutions, Maintenance-$629.99; USA Bluebook, Supplies-$284.94; Verizon Wireless, Utilities-$762.91; Vern Eide Chevrolet GMC, 2024 Chevrolet-$40,189.00; Vern Eide Ford, Supplies-$25.83; Vestis, Maintenance-$312.69; Walmart/Capital One, Supplies-$376.17; Wisconsin Child Support, Garnishment-$395.58; Wellmark, Administration, Prescription, Medical-$249,704.97; Wellmark, Administration, Prescription, Medical-$267,328.88; Wage Works, Flexible Spending-14,737.50

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

MAYOR & CITY COUNCIL DISCUSSION ITEMS:

City Council Member Susan Tjarks reminded the public of the upcoming Mitchell Main Street & Beyond events including 25 Days of Christmas, Small Business Saturday, Christmas Shopping for Kids, and the Parade of Lights on December 3rd.

Council Member Mike Bathke asked for an update on the pickleball courts. Mayor Hanson stated they are meeting with SPN and should have a timeline soon.

Mayor Hanson stated he will be issuing a State of the City address sometime early in 2025.

BOARD OF ADJUSTMENT:

Moved by Barington, 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 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. The property is zoned R2 Single Family Residential District. The Planning Commission

recommended approval of said application. Moved by Goldammer, seconded by McCardle, to approve said application. Motion carried.

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

HEARING:

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

It was advised that this is the date and time set for hearing on the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for November 30, 2024 for a wedding. Moved by Tjarks, seconded by Smith, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing 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. Moved by Goldammer, seconded by Tjarks, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing 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. Moved by McCardle, seconded by Goldammer, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Mitchell Meat Lodge, 904 East Spruce Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included). Notice of hearing has been given and affidavit of publication is on file. Moved by Goldammer, seconded by Tjarks, to approve said application. Motion carried.

CONSIDER APPROVAL:

Moved by Sabers, seconded by McCardle, to approve the applications for renewal of liquor and wine licenses for 2025. Barington abstained. Motion carried.

Moved by Smith, seconded by Bathke, to approve the application for renewal of 2025 medical cannabis licenses. Motion carried.

AWARD BID:

Bids were opened and read on 7th & Main Traffic Signals Project #2022-08 on the 7th day of November, 2024. Moved by Barington, seconded by McCardle, to award, as follows:

7th & MAIN TRAFFIC SIGNALS
PROJECT #2022-08

Muth Electric, 1717 N Sanborn Blvd, Mitchell, SD 57301

Total Bid $290,011.00

Members present voting aye: Barington, Bathke, Goldammer, McCardle, Sabers, Smith, Tjarks.
Members present voting nay: Doescher.

Motion carried.

CONSIDER APPROVAL:

Moved by Goldammer, seconded by Tjarks, to approve Agreement #A2024-45, Tax Increment District #38 Developer Agreement-Palace Brewing LLC. Motion carried.

Moved by Smith, seconded by Tjarks, to approve Agreement #A2024-46, Tax Increment District #39 Developer Agreement-MAD Garage. Bathke abstained. Motion carried.

Moved by Barington, seconded by Goldammer, to approve Agreement #A2024-47, Section 5311 SD Department of Transportation Grant Funds. Motion carried.

Moved by Sabers, seconded by McCardle, 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. Motion carried.

Moved by McCardle, seconded by Goldammer, 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. Motion carried.

Moved by Tjarks, seconded by Goldammer, 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. Motion carried.

RESOLUTIONS:

Moved by McCardle, seconded by Sabers, to approve Resolution #R2024-75, Creating Tax Increment District #40-Golden Prairie Apartments LLC, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Tjarks, to approve Resolution #R2024-76, Plat of Lot 5, Block 6 of Woodland Heights First Addition, as follows:

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.

Bathke abstained. Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Barington, to approve Resolution #R2024-77, Fees and Charges, as follows:

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.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by McCardle, seconded by Barington, to place Ordinance #O2024-11, 2025 Annual Appropriation Ordinance on second reading. Motion carried. Moved by Tjarks, seconded by Barington, to adopt Ordinance #O2024-11, 2025 Annual Appropriation Ordinance.

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

This ordinance will be published separately from these proceedings.

Moved by Sabers, seconded by Goldammer, to place Ordinance #O2024-12, An Ordinance Granting a Franchise to Northwestern Energy on first reading. Motion carried.

EXECUTIVE SESSION:

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

Mayor Hanson declared the board out of executive session at 7:24 p.m. and the City Council to reconvene in regular session at 7:25 p.m.

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 _____.

WORK SESSION OF THE CITY COUNCIL
MITCHELL, SOUTH DAKOTA

November 25, 2024
5:30 P.M.

PRESENT: Mayor Jordan Hanson, Marty Barington, Mike Bathke, John Doescher, Tim Goldammer, Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT:

PRESIDING: Council President Kevin McCardle

DISCUSSION:

The City Council met November 25, 2024 for a work session in the Council Chambers of City Hall. City Council reviewed and discussed future capital project items and reviewed previous capital items that were removed from the budget.

City Council also discussed rental inspections. Council would like to see a rental task force created to review inspection standards and a potential budget.

ADJOURN:

There being no further business to come before the meeting, Council President McCardle adjourned the work session at 7:21 p.m.

Michelle Bathke
Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

11-25-24

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

Planning Commission 11-25-25
City Council Chambers, City Hall, 612 N. Main Street
November 25, 2024

1. Call to Order
Vice Chairperson Osterloo called the November 25, 2024 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

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

3. Declaration Of Conflicts Of Interests
Sonne item #10.

4. Approve Agenda
Motion by Havlik, seconded by Sonne to approve the amended agenda removing item #10 for lack of quorum. All present voting aye; motion carried.

5. Approval of Previous Minutes: November 12, 2024
Motion by Havlik, seconded by Sonne to approve the proposed minutes of the November 12, 2024 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: December 9, 2024
Motion by Sonne, seconded by Havlik to set the date for the next Planning Commission Meeting for December 9, 2024. All present voting aye; motion carried.

7. Plat: CJM Consulting Inc
Plat of Lot 4, Block 6 of the Woods First Addition, a subdivision of the E 1/2 of the SW 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges explained this follows the master plan for the area. It does meet zoning requirements for R4. The applicant was present to answer questions.

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

8. Plat: Van Laecken Properties LLC
Plat of Lot B1 in the North 312.7 Feet of Lot B of Thomsen's 1st Addition, in the Southeast Quarter of the Southwest Quarter of Section 28, Township 103 North, Range 60 West of the 5th Principal Meridian, City of Mitchell, Davison County, South Dakota.

Jenniges explained the applicant would like to plat off the northern portion of his land for a possible business. It does meet zoning requirements for Industrial zoning. The applicant was not present to answer questions.

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

9. Plan Approval: CJM Consulting Inc
Jenniges explained the GIS of the area which was platted a meeting or two ago. The applicant would like to build two 3-unit buildings. The buildings meet the required setbacks. Also the required parking ordinance is met as well. The site layout was included in the packet. The applicant was present to answer questions.

Havlik questioned the timeline on the project. The applicant answered they would like to get started right away and might be doing some dirt work already.

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

10. Plan Approval: MAD Garage LLC
Item removed for lack of quorum (no action taken, moved to next meeting on December 9, 2024).

11. Other Business:
None.

12. Public Input:
None.

13. Adjourn
Vice Chairperson Osterloo adjourned the meeting at 12:06 P.M.

_____
Jon Osterloo
Planning Commission Vice Chairperson

Public Library Board of Trustees Minutes

Mitchell Public Library, 221 N. Duff Street

September 19, 2024

1. **Call to Order**
   Board President Nath called the meeting to order at 5:15 p.m.

2. **Roll Call**
   The following member was present in person: Dennis Nath, Deb Everson, Diana Goldammer, Ann Temple, and Susan Tjarks. Board member Emma DeVos was excused. Also present was Kevin Kenkel, Library Director.

3. **Approval of Agenda**
   There were no changes to the agenda. Motion by Goldammer, seconded by Everson, to approve the agenda. All members present voted "Aye". Motion passed.

4. **Approval of Minutes**
   Board members reviewed the minutes from the July 16, 2024 board meeting. Motion by Everson, seconded by Tjarks, to approve these minutes. All members present voted "Aye". Motion passed.

5. **Director's Report**
   Board members reviewed written reports and monthly statistics for July and August 2024. Kenkel provided additional comments regarding the written reports and read a letter that Jean Patrick received from a young boy. Motion by Everson, seconded by Tjarks, to approve the director's report. All members present voted "Aye". Motion passed.

6. **Financial Report & Approval of Bills**
   Kenkel submitted two bills for approval. Board members reviewed the July and August 2024 bank statements and financial reports. Motion by Goldammer, seconded by Temple, to approve payment of the submitted bills and to approve the financial reports. All members present voted "Aye". Motion passed.

7. **Business Items**
   A. **Action to Approve Funding Requests for September 2024**
      Kenkel presented two funding requests totaling $676.00. These funding requests are for renewing Board member's SDLA memberships and to allow Board President Nath to attend the SDLA 2024 annual conference in Aberdeen, SD September 25-27. Motion by

Goldammer, seconded by Everson, to approve these funding requests. All members present voted "Aye". Motion passed.

Kenkel also presented a request to pre-approve all future sales tax submissions from the library's used book sale. Motion by Goldammer, seconded by Tjarks, to pre-approve these payments. All members present voted "Aye". Motion passed.

Kenkel presented two possible future funding requests to gauge Board members' level of support. One proposal is for a possible program in April 2025. The other proposal is for paying half of the cost of a new exterior, digital sign for the library. Board members discussed both proposals and expressed willingness to grant approval in the future for both ideas.

B. HB 1197 Discussion

Kenkel presented proposed changes to the library's Collection Development Policy that he drafted to meet the requirements of HB 1197 Section 2(2). This law requires public libraries in South Dakota to "Develop and implement, by January 1, 2025, a local policy that establishes measures to restrict minors from accessing obscene matter or materials". Kenkel informed Board members that he asked City Attorney Justin Johnson to review the proposed updates, and that Johnson approved the language. Board members expressed support for the proposed changes to the policy. Kenkel will bring the updated policy to the November 2024 Board meeting for formal approval.

8. Committee Reports

Kenkel reported on the Strategic Planning Committee's two meetings in August. The committee will meet next in October.

9. Board Input

No Board input was given.

10. Citizen's Input

No citizen's input was given.

11. Adjournment

Kenkel announced that the October training session for Board members will be October 23 at 10:30 am at the library. The library is hosting the State Library's fall regional training. The topic will be grants. The next Board of Trustees meeting is scheduled for November 19, 2024 at 5:15 p.m. in City Council Chambers at City Hall.

There being no further business, Nath declared the meeting adjourned at 6:10 p.m.

Community Services Board
City Council Chambers, City Hall, 612 N. Main Street
November 14, 2024

1. Call to Order

Sarah Beckstrom called the November 14th, 2024 Community Services Advisory Board Meeting to order at 10:00am.

Roll Call
Members Present: Penny Virchow, Wendy Linke, Cole Morgan, Sarah Beckstrom, Kristi Bitterman, & Jay Larson (late)
Members Absent: Al Jacklin and Jan Quenzer
Ex-Officio Members Present: John Doescher
Staff Present: Jessica Pickett and Amy Hurt

2. Approval of the Agenda

A motion was made by Kristi Bitterrman second by Wendy Linke to approve the agenda. All members present voting aye, motion carried.

3. Approve Minutes from Previous Meeting

A motion was made by Kristi Bitterman second by Cole Morgan to approve the last meeting minutes. All members present voting aye, motion carried.

4. DOT 5339 Grant

The DOT awarded Palace Transit the 5339 Infrastructure Investment and Jobs Act Grant. It included shop tools, computers, dispatch software, and tires. The grant award was approved by the MItchell City Council. The performance period runs from 10/01/2024 to 09/30/2026.

5. Fiscal Year 2025 5311 Funding

The 5311 Grant provides funds for Administrative Expenses and Operating Expenses for Palace Transit. The grant started October 1st, 2024, but on October 21st Jessica received an email from the State DOT stating that the FTA was unable to approve our grant application before the fiscal year-end shutdown. It stated that as soon as they receive grant approval, they will promptly send out funding agreements. Another letter indicated that after TrAMs opens back up, the FTA would work to expedite the funding. The FTA confirmed that South Dakota's 5311 application was received on time, however lapsing funds took precedence in processing applications.

6. Capital Improvement Plan

Transit utilizes the information in the Capital Improvement Plan to identify upcoming needs, such as rolling stock, facilities, & equipment. The information is also used to help with budgets & grant applications.

7. Transit Coordination Plan Update

An update on the Transit Coordination Plan for 2024 was given to the members. The Coordination Plan shows the goals completed in FY24, new goals for FY25, changes to any plans, and any goals not met in FY24. A motion was made by Jay Larson second by Kristi Bitterman to approve the update to the Transit Coordination Plan. All members present voting aye, motion carried.

8. Nutrition Site Assessments

The South Dakota Department of Human Services did a site assessment at Wesley Acres and Greenridge in March 2024. At Greenridge, they noticed the clients taking the meals to their rooms. This is not allowed in a Congregate Program, meals are to be eaten in a group setting. We sent a letter to the sites stating meals have to be consumed in the Community Room. We have also ordered non-disposable trays to send to Greenridge and Meadowlawn, which will be picked up when done each day.

9. Parkston Meal Site

We are in search of a new cater for the Congregate Meals served in Parkston. Jessica attended the Parkston City Council Meeting to request help in getting the program going again. The council was going to reach out to the school district and see if they would be willing to work with us. We were serving anywhere from 1200 to 1800 meals in Parkston, which shows there is a great need for the program. Tripp has been picking up a few clients until we can find a solution.

10. Citizens Input

Kristi Bitterman inquired if a rider has been banned from riding Palace Transit, how long does that last? Jessica explained each situation is different but generally not longer than a year. Wendy Linke from Avera expressed some concerns about the new Palace Transit software. She said their clients are waiting too long for a return ride from their appointments. Jessica said all return rides should be scheduled in order not to have a long wait.

11. Department Reports and Updates

A. Palace Transit

The year-to-date Ridership Report for August & September was given to the board members. The report breaks down the rides by special emphasis on elderly riders, handicap riders, school-age riders, and general public riders. The results are then compared to last year. Palace Transit is currently for the year up on rides and miles.

B. Adult Nutrition

Board members were given the September and October Nutrition Reports. For this fiscal year we are down compared to last year and to projection. Meals counts are down due to

Parksaton closing their meal site. The goal for the Senior Snowflake Program this year is $8,160.00, which is 2,040 meals. Amy will be putting up snowflakes this week.

C. Mitchell Volunteer Program

We currently have 161 volunteers enrolled in the Mitchelllell Volunteer Program. The report given to the board members shows the non-profits in the community that the volunteers helped with in September and October.

D. James Valley Community Center

The JVCC Progress Report for September–October 2024 was given to the board members. The report shows activities, events, and fundraisers that are going on at the James Valley Community Center. Some of the events include the Fall Bus Tour, JVCC Halloween Party, a 6-Week Chronic Diesease Workshop, and a Public Information Meeting with the South Dakota Attorney General, Marty Jackley on the November ballot issues. Membership renewals are being done for the upcoming year.

12. Schedule Next Meeting

The next meeting will be Thursday, January 9th, 2025 at 10:00am at City Hall Council Chambers.

13. Adjournment

The meeting was adjourned by Sarah Beckstrom at 10:25am.

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department:	Public Works	Date Submitted:	12/02/2024
Budget line # to be supplemented:	101-42130-42570	Budget line description:	Repairs-Traffic Accidents
Supplemental amount requested:	$64,389.20	Submitted by:	Joe Schroeder

Describe the need for the supplemental funds:

These funds were collected due to traffic accidents.

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

○ yes ◉ no

What budget line # is the re-appropriation from?

101-General

What is the amount of the budget line was unspent?

NA

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

NA

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

◉ yes ○ no

Amount of funds received:

$64,389.20

Funds received from:

Insurance payments.

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

These funds are the result of payment for traffic accidents.

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 11/13/2024

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
✓ Local civic or service club
_____Volunteer fire department

Contact Information:

Name: Brian Bultje C/O Mitchell Figure Skating Club

Address: PO Box 233 Mitchell, SD 57301

Phone #: (605) 680 0931

Email: brianb@centralec.coop

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

Dates of Ticket Sales: Dec 15th 2024 – Mid March 2025

Date of Raffle Drawing: at Spring Show - Mid to End March (Date Not set yet for Show)

Value of Raffle Prize: Ranging from $100 to $1,000 MAX price

Proceeds Benefitting: Mitchell Figure Skating Club

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

Date Received: 11-14-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 18 NOV 2024

Organization: MITCHELL COMMUNITY SCHOLARSHIP FUND

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: JULIE BROOKBANK

Address: 1321 N LANGDON ST, MITCHELL

Phone #: 605-770-7137

Email: julieabrookbank@gmail.com

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

Dates of Ticket Sales: JAN 2 - FEB 24, 2025

Date of Raffle Drawing: FEB 24, 2025

Value of Raffle Prize: $700

Proceeds Benefitting: MITCHELL COMMUNITY SCHOLARSHIP FUND

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

Date Received: 11-18-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 20 NOV 2024

Organization: VFW POST 2750

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

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

Contact Information:

Name: MARTIN Christensen

Address: 25044 413th AVE Mitchell, SD 57301

Phone #: 605 933-2220

Email: MChristensen@santel.NET

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

Dates of Ticket Sales: 2 JAN — 27 SEPT 24

Date of Raffle Drawing: 27 SEPT 25

Value of Raffle Prize: 3000 + (Diamond Necklace)

Proceeds Benefitting: VFW Post 2750 & ALS

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

Date Received: 11-20-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: Nov 25, 2024

Organization: Voiture 481, 40 & 8 Veterans

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

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

Contact Information:

Name: Hugh Holmes

Address: 700 S. Montana, Mitchel

Phone #: 605-295-2634

Email: hugh.holmes@icloud.com

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

Dates of Ticket Sales: Jan 13, 2025 – Mar 22, 2025

Date of Raffle Drawing: Mar 22, 2025

Value of Raffle Prize: $ 300.00

Proceeds Benefitting: Nurse Training Scholarship Fund

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

Date Received: 11-25-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 11-21-2024

Organization: American Legion Post 18

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

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

Contact Information:

Name: Hugh W. Holmes

Address: 700 S. Montana St 57301

Phone #: 605-299-6314

Email: hugh.holmes@icloud.com

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

Dates of Ticket Sales: Jan 15, 25 - Apr 15, 25

Date of Raffle Drawing: Apr 16, 25

Value of Raffle Prize: $ 500.00

Proceeds Benefitting: Post 18 youth Program

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

Date Received: 11/21/24

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____

Finance Officer

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	December 2, 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 Application		
Explanation/Background of Agenda Item Requested:	Kongo, Inc All required documents have been submitted.		

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** ✓

Kongo, Inc — 4901 North Main St P.O. Box: 783
Company Name In Full — **Company Address**
Mitchell, SD 57301

Manager(s):

Don Livesay — P.O. Box: 783, Mitchell SD
Name In Full — Address

dlivesayjr@gmail.com — 605-999-9999
Email — Phone#

Owner(s) *(if natural person)*: Same as Above
Name In Full — Address

Email — Phone #

Previous experience in providing Ride Services:

Yes

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.	Dodge	2014	Gran-Caravan	VIN 2C4RDGCG5ER323289		(7)
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 22 Day of Nov, 20 24.

Applicant

By: _____

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

The within application received on the 22nd day of November, 20 24.

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

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:	December 2, 2024	**Requested By:**	Michelle Bathke
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	2023 Delinquent Utility Billing Account Write-Offs		
Explanation/Background of Agenda Item Requested:	In 2023, total utility account billings on 6,021 accounts were $10,384,582.22. I am requesting write-off of utilities in the amount of $24,398.24. The write-off request represents less than 1% (.23%) of total billings. Collections are pursued by Finance Office staff until these delinquent accounts are turned over to our collection agency. Collections received by our collection agency have averaged 34.31%.		

Utility Account Write-Offs

Write-Off Year:	For:	TOTAL:	Water	Sewer	Sanitation	Recycling	Compost
2004	2003	$15,791.63	7,436.06	3,569.26	3,962.90	823.41	
2005	2004	$18,428.04	7,079.36	4,438.85	5,793.51	1,116.32	
2006	2005	$19,901.33	8,270.43	5,028.76	5,407.62	1,194.52	
2007	2006	$20,515.44	8,298.73	4,886.02	6,179.39	1,151.30	
2008	2007	$33,631.25	18,632.23	5,414.86	8,372.01	1,220.03	
2009	2008	$30,492.57	10,172.91	10,175.55	8,481.09	1,663.02	
2010	2009	$20,510.88	8,559.79	5,049.69	5,448.94	1,385.41	69.05
2011	2010	$16,298.40	5,434.77	4,096.31	5,408.83	1,311.25	47.24
2012	2011	$18,824.11	7,361.95	4,755.86	5,299.25	1,340.25	66.80
2013	2012	$19,358.51	7,274.01	5,125.40	5,588.76	1,369.77	
2014	2013	$17,128.45	6,383.17	4,316.38	5,163.69	1,150.49	114.72
2015	2014	$20,635.08	7,553.33	6,448.04	5,363.22	1,240.63	29.86
2016	2015	$24,106.21	8,012.57	8,087.22	6,382.49	1,576.87	47.06
2017	2016	$29,055.79	10,061.72	9,087.56	7,882.99	2,014.86	8.66
2018	2017	$21,445.11	8,319.96	5,997.55	5,669.92	1,410.04	47.64
2019	2018	$20,593.93	7,687.03	6,608.77	4,816.41	1,445.69	36.03
2020	2019	$24,908.62	9,351.60	7,583.16	6,065.58	1,838.65	69.63
2021	2020	$15,300.85	5,734.58	4,989.22	3,417.35	1,120.51	39.19
2022	2021	$26,335.98	9,556.38	9,754.05	5,268.33	1,727.16	30.06
2023	2022	$16,287.97	5,557.91	6,773.46	2,948.18	982.86	25.56
2024	2023	$24,398.24	9,357.58	10,707.34	2,980.07	1,276.08	77.17

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:	December 2, 2024	**Requested By:**	Dan Pollreisz
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	2025 Budget		
Agenda Item:	Acceptance of SD Department of Health Regional Service Designation Grant		

Explanation/Background of Agenda Item Requested:

This agreement is to accept the SD DOH Regional Designation grant for the 2025 fiscal year for $189,666.30. The entire grant was not awarded, leaving a few key components unfunded. We would need an additional $11,652.00 to purchase the remainder of the components, which are needed for the items being purchased. The attached letter shows what was awarded and what is still needing to be purchased.

Awarded:
SimMan ALS2) - $48,000.00
Intubation Trainer Neonatal(2) - $1,500.00
Airway Management Adult Trainer(2) - $5,600.00
Simpad Plus System(2) - $1,800.00
Manikin Cases(5) - $1,500.00
Airway Manikin Infant(2) - $1.838.00
EMT Casualty Simulation Kit - $1,650.00
PowerCot - $31,290.00
SimJunior(2) - $35,400.00
Trauma Bags(4) - $520.00
Complete Sim Start Solution(4) - $27,200.00
Power Stair Chair - $15,250.00
Airway Bags(4) - $1,320.00
IV Arm - $830.00
IO Trainer - $523.00
LUCAS - $15,445.26
Total: $189,666.30

Not Awarded But Need:
Table/PC from Laerdall(4) - $9,600.00
Monitor Bags w/ Tablet(2) - $618.00
Mobile Routers(6) - $1,434.00
Total: $11,652.00

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF HEALTHCARE ACCESS

Communications | EMS/Trauma | Health Information Technology
Public Health Preparedness & Response | Rural Health

November 22, 2024

Mitchell Fire
Dan Pollreisz
201 West 1st
Mitchell, SD 57301

Dear Dan,

Thank you for submitting a proposal for the Regional Service Designation grant opportunity through the South Dakota Department of Health (DOH). This is an exciting and historic opportunity to invest in the future of emergency medical services (EMS) in our state.

Congratulations! While it has been determined that your grant proposal met some of the criteria, it did not fully meet all the grant criteria or expectations. That being said, your grant submission will be partially funded—please see the detail below. We appreciate the thoughts, ideas, and strategies you have identified as potential solutions for long-term sustainability of EMS.

Awarded components include: $189,666.30 –

- SimMan ALS(2) - $48,000, Intubation Trainer Neonatal(2) - $1,500, Airway Management Adult Trainer(2) - $5,600, Simpad plus system(2) - $1,800, manikin cases(5) - $1,500, Airway manikin infant(2) - $1,838, EMT casualty simulation kit - $1,650, PowerCot(1) - $31,290, SimJunior(2) - $35,400, Trauma bags(4) - $520, Complete Sim start solution(4) - $27,200, power stair chair(1) - $15,250, Airway Bags(4) - $1,320, Iv arm - $830, IO trainer - $523, LUCAS(1) - $15,445.26

Unawarded components include: $11,652

- Lifepak 35(4) - $150,000, Laptop - $1,600, Projector - $850, Laptop/projector stand - $50, Projection screen - $230, Bluetooth speakers(4) - $2,200, Table/PC from Laerdal(4) - $9,600, Smartboard - $3,000, Scoop stretcher w/extenders(4) - $6,330, PowerCot(1) - $31,290, power stair chair(1) - $15,250, LUCAS(3) - $46,335.78, PowerLoad - $29,392.85, monitor bags with tablet(2) - $618, and mobile routers(6) - $1,434 Total = $299,180.63

Please note that we determined not to fund LUCAS devices and AEDs during this funding period.

The primary focus of our Regional Service Designation grant opportunity focused on long-term sustainable solutions for EMS. Our goal was for services to work together to develop ideas supporting and in-line with the Regional Service Designation statewide assessment which included short-, medium-, and long-term solutions.

In the coming weeks, we will follow back up in more detail to outline the contract process with our department. Please review in detail, sign, and return as directed to allow for adequate time to complete all activities. Contracts must be signed by December 31, 2024. This date is non-negotiable.

Monthly progress reports are required as part of this contract which must also include monthly invoices. This will also be included in more detail with your contract documentation.

Thank you again and we look forward to working with you on the next steps and supporting your goals to sustain EMS services in your area and across the state.

Sincerely,

Marty Link, Administrator of the Office of EMS and Trauma
Division of Healthcare Access
SD Department of Health

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:	December 2, 2024	**Requested By:**	Joe Schroeder

Desired Action of City Council:

Amount Budgeted in current fiscal year for this item (if applicable):
612-43220-43200, $2,499,150

Agenda Item:
Change Order #2 to WS Construction Management, LLC for Landfill Recycling Building Project #2021-30

Explanation/Background of Agenda Item Requested:

Change Order No. 2 for Recycling Building, City Project #2021-30

Change Order No. 1 adds additional work required to remove and replace additional unsuitable material under the building. A geotechinical soils report was not completed for this project. The storm sewer layout was adjusted from the original design. Insulation was added behind the tipping floor in the event heat is added to the building. An exterior doorway was added from the lower floor elevation to the upper floor elevation. Please see attached Change Order #1 for detailed information.

Original Contract Amount - $2,173,187.44
Change Order No. 1 - $15,579.80
Current Contract Amount - $2,173,187.44
Increase of Change Order No. 2 - $67,742.99
New Contract Amount - $2,256,510.23

City staff recommends approval of Change Order No. 2 as outlined above.
This project was awarded a 37.4% grant not to exceed $1,000,000 through the DANR's Solid Waste Management Program on June 5, 2023. Current project contingencies are $217,484.77

CHANGE ORDER NO. 2

Date of Issuance: November 21, 2024 **Effective Date:** December 2, 2024

Project:	Mitchell Landfill Recycling Building	**Owner:**	City of Mitchell, SD	**Owner's Contract Number:**	
Contract:	Base Bid			**Date of Contract:**	June 3, 2024
Contractor:	WS Construction Management, LLC			**Engineer's Project No.:**	A-8033

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

Description:

Construction change order #2 is for multiple items as listed on page 2 and described here. RFP #2 is reflected in Item # CCO-2 for soil corrections. Soils below the footings in the lower drive thru bay where soft when exposed to ground water resulting in a correction by removing 12" of existing foundation soils and replacing with 12" of crushed stone as recommended. RFP #3 is for changes to the storm sewer layout. Adjustment to existing bid items addresses this RFP. Item #CCO-3 is for insulation behind the tipping floor push walls. Once building steel is installed the City will no longer have access to the cavity for insulating the walls which is a future alternative to heat the building. Include insulation in the exterior walls behind the concrete push walls only. Item # CCO-4 is the removal of the SE egress door and move to the SW corner of tipping floor, this door change requires an exterior stairway. However, the door change location provides more functional use for the building tipping floor and will be utilized by the truck driver to self fill the recycling truck. This item also includes adding an exterior door to the lower drive thru bay as the truck driver will typically park the truck overnight in the drive thru bay. This also requires some additional sidewalk and related grading work for this door. Item # CCO-5 is for additional lighting below the mezzanine, adding exterior light for new door and adding a light switch for the lower level.

Attachments (list documents supporting change):

Itemized Summary Page 2, WS Construction Management Summary for RFP#2, 3, 6, 7 & 8. Note: RFP #3 was rejected and RFP #5 is pending.

Change to CONTRACT PRICE:

Original Contract Price

$2,173,187.44

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1 :

$15,579.80

Contract Price prior to this Change Order:

$2,188,767.24

[Increase] ~~[Decrease]~~ of this Change Order:

$67,742.99

Contract Price incorporating this Change Order:

$2,256,510.23

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☑ Calendar days

Substantial completion (days or date): May 1, 2025

Ready for final payment (days or date): June 1, 2025

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times with all approved Change Orders:

Substantial completion (date): May 1, 2025

Ready for final payment (date): June 1, 2025

Percent Increase from Original 3.8%

Recommended:

By: Engineer (Authorized Signature)

Date: 11/22/2024

Accepted:

By: Owner (Authorized Signature)

Date:

Accepted:

By: John Remacle Contractor (Authorized Signature)

Approved JR/WS

11/22/2024 9:05:09 AM

Date:

Approved by Funding Agency (DANR) Date:

EJCDC C-941 Change Order
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Change Order No. 2
Owner: City of Mitchell, SD
Base Bid
A-8033

Issue Date: November 21, 2024
Contractor: WS Construction Management, LLC

Item #	Description	Quantity to Date	Unit	(+) QTY	(-) QTY	Unit Price	Price Change	New Quantity
7	2'x3'Type B Inlet w/ Frame and Grate	6.0	Each		2.0	$3,442.00	($6,884.00)	4.0
8	18"RCP Storm Sewer	172.0	Ft		16.0	$65.61	($1,049.76)	156.0
9	15"RCP Storm Sewer	340.0	Ft	0.0	61.0	$55.85	($3,406.85)	279.0
CCO-2	RFP#2 Soil Corrections	0.0	L.S.	1.0		$22,882.57	$22,882.57	1.0
CCO-3	RFP#6 Insulation Behind Concrete Push Walls	0.0	L.S.	1.0		$12,371.08	$12,371.08	1.0
CCO-4	RFP#7 Exterior Stairs, Exterior Door & Sidewalk	0.0	L.S.	1.0		$36,103.89	$36,103.89	1.0
CCO-5	RFP#8 Additional Electrical Work	0.0	L.S.	1.0		$7,726.06	$7,726.06	1.0
							$0.00	0.0
	TOTAL CHANGE ORDER #1						**$67,742.99**	

WS CONSTRUCTION REQUEST FOR PROPOSAL (RFP) RESPONSES FOR CHANGE ORDER #2

Mitchell Landfill RFP/CO Tally Sheet							
RFP #	Description of work	Submitted	Pending	Approved	Rejected	Amount	CO #
1	Unsuitable Soils	8/8/2024		X		$ 15,579.80	1
2	Soil Corrections	8/30/2024		X		$ 22,882.57	pending
3	Storm Sewer Changes	9/4/2024		X		$ (11,340.61)	pending
4	Down Spout drains	9/11/2024			X	$ 16,454.42	N/A
5	Foundation Design Changes	open					N/A
6	Insulation Behind Push Wall	10/7/2024		X		$ 12,371.08	pending
7	Exterior Stairs	11/20/2024	X			$ 36,103.89	
8	Electrical additions/changes	11/20/2024	X			$ 7,726.06	

CHANGE ORDER #2 INCLUDES RFP #2, 3, 6, 7, & 8.

CONSTRUCTION

200 N. Ebenezer Ave.
Sioux Falls, SD 57107
(605)275-9726 Ph
(605)275-9727 Fax

RFP # : 2

Date: 8/30/2024

Original Contract Date: 6/3/2024

Original Contract Price: $ 2,173,187.44

Contact Phone: O: 605-275-9726
C: 605-366-7302
John Remacle

Job Name/Address:
Mitchell Landfill Recycling Facility
City of Mitchell
Mitchell SD

CHANGE (ADD OR DELETE) the following work to original contract:

Excavate and remove wet soils and install crushed rock

While forming footings high moisture soft soils were found. WS was directed by Helms and Associates to remove the wet soils and replace with crushed rock in these areas. Which required the removal and resetting of footing forms.

Change Order Amount $ $22,882.57

Previous Contract Amount $ 2,173,187.44

Revised Contract Amount $

We agree to furnish labor and materials complete in accordance with the above specifications at the price stated above.

Above additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

General Contractor Date

Owner Date

Note: This change order becomes part of the original contract

RFP # 2	8/30/2024	Removal and replacement of unsuitable material under footings.				
PROPOSAL BREAKDOWN						
SELF-PERFORMED WORK ITEMS						
			LABOR	MATERIAL	EQUIPMENT	TOTALS
LABOR						
LABOR ITEM	LABOR HOURS	LABOR RATE				
WS OFFICE TIME	4	$ 65.00	$ 260.00			$ 260.00
		$ 65.00	$ -			$ -
		$ 65.00	$ -			$ -
		$ 65.00	$ -			$ -
TOTAL LABOR COSTS						$ 260.00
MATERIAL						
MATERIAL ITEM	QUANITITY	UNIT PRICE				
				$ -		$ -
						$ -
						$ -
						$ -
SUBTOTAL MATERIAL COSTS						$ -
SALES TAX		6.5%		sales tax included w/ line items		$ -
TOTAL MATERIAL COSTS						$ -
EQUIPMENT						
EQUIPMENT ITEM	HOURS	RATE				
					$ -	$ -
					$ -	$ -
					$ -	$ -
TOTAL EQUIPMENT COSTS						$ -
SUBTOTAL SELF-PERFORMED WORK				sales tax included w/ line items		$ 260.00
OVERHEAD AND PROFIT		15%				$ 39.00
TOTAL SELF PERFORMED WORK						**$ 299.00**
SUBCONTRACTOR WORK ITEMS						
SUBCONTRACTOR NAME			SUBCONTRACTOR SCOPE OF WORK			
First Rate Excavate			Remove wet soils and place crushed rock			$ 16,005.00
Brooks Construction Services			Remove and reset formwork that was in place			$ 4,860.00
						$ -
						$ -
						$ -
SUBTOTAL SUBCONTRACTOR						$ 20,865.00
OVERHEAD AND PROFIT		5%				$ 1,043.25
TOTAL SUBCONTRACTOR WORK						**$ 21,908.25**
PROPOSAL SUMMARY						
SELF-PERFORMED WORK						$ 299.00
SUBCONTRACTOR WORK						$ 21,908.25
SUBTOTAL PROPOSAL COST						$ 22,207.25
BOND		1%				$ 222.07
BUILDERS RISK		0%				$ -
EXCISE TAX		2%				$ 453.25
TOTAL PROPOSAL COST						**$ 22,882.57**

Proposal

First Rate Excavate Inc.

1509 East 39th Street North
Sioux Falls, SD 57104
Phone: (605) 331-5626 Fax: (605) 331-5608
E-mail: office@firstrateexcavate.com

Estimate # 14452
Date: 8/29/2024

Proposal Submitted To:	Work To Be Performed At:
WS Construction 200 N Ebenezer Ave Sioux Falls, SD 57107 605-275-9726 Fax: 605-275-9727	Mitchell Area Landfill 41176 257th Street Mitchell, SD

Rock Under Footings Due to Wet Conditions

Excavate and remove wet soil	300 CY	@	$6.00 CY	$1,800.00
Supply and place 3/4" crushed rock	425 CY	@	$30.00 CY	$12,750.00
			Subtotal:	$14,550.00
10% profit and overhead				$1,455.00

This estimate is for completing the job as described above. This proposal is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. Upon acceptance of this proposal the contractor agrees to pay all retainages for this project within 30 days of completion of our punch list items.

Estimated Job Cost: Total: $16,005.00

Estimated By: Steven Utech

Accepted By:

Brooks Construction Services, Inc.
27081 Sundowner Ave.
Sioux Falls, SD 57106
info@Brooksconstructionservices.com

Invoice Date: 8/30/2024
Invoice #: 4781
Customer P.O. #:
Terms: DUEON
Job #: 242056

WS Construction Management
200 N. Ebenezer Ave
Sioux Falls, SD 57107

Job Address : 41176 257th St Mitchell Landfi

Quantity	Description	Unit Price	Extended Price
1.00	Hours to build footings and tear down due to soil corrections 10.5 hours of leadman time @ $75 per hour 10.5 hours of site supervisor hours @ $100 per hour 46.5 hours of form builder @ $65 per hour	4,860.00	4,860.00

Invoice Total:	4,860.00
Excise Tax:	0.00
Amount Due:	4,860.00

Thank you for your Business! It has been our pleasure to help you with your concrete needs.

We Make Concrete Beautiful

CONSTRUCTION

200 N. Ebenezer Ave.
Sioux Falls, SD 57107
(605)275-9726 Ph
(605)275-9727 Fax

RFP # : 3

Date: 9/4/2024

Original Contract Date: 8/24/2022

Original Contract Price: $ 2,173,187.44

Contact Phone: O: 605-275-9726
C: 605-366-7302
John Remacle

Job Name/Address:
Mitchell Landfill Recycling Facility
City of Mitchell
Mitchell SD

CHANGE (ADD OR DELETE) the following work to original contract:

Changes to Storm Sewer

Revision to RCP storm sewer layout directed by LCR on 8/30/2024. The scope of work included removing 2 inlets, 16' of 18" RCP, and 61' of 15" RCP. See attached unit pricing.

Change Order Amount $ -$11,340.61

Previous Contract Amount $ 2,173,187.44

Revised Contract Amount $

We agree to furnish labor and materials complete in accordance with the above specifications at the price stated above.

Above additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

General Contractor Date

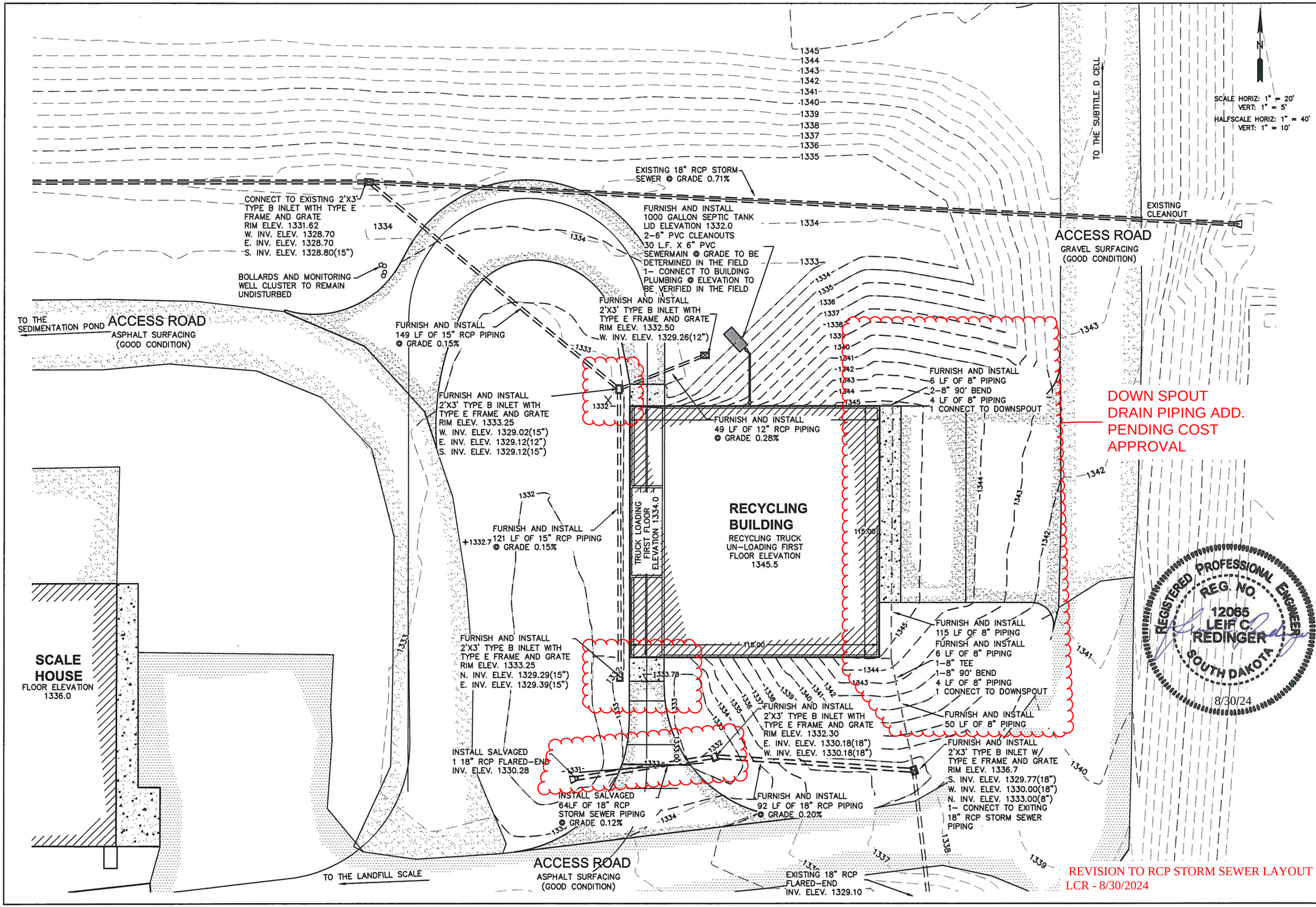
Owner Date

Note: This change order becomes part of the original contract

CORRECTED BID TABULATION ATTACHED TO CONTRACTORS ORIGINAL BID SUBMITTAL

Item#	Item Description	Quantity	Unit	Unit Price	Total	
1	Mobilization	1	LS	$144,382.00	$144,382.00	
2	Pre-Engineered Metal Building, Complete	1	LS	$1,772,765.00	$1,772,765.00	
3	Electrical Construction, Complete	1	LS	$36,086.00	$36,086.00	
4	Clearing and Grubbing	1	LS	$5,796.00	$5,796.00	
5	Unclassified Excavation	9743	C.Y.	$3.63	$35,367.09	
6	Topsoiling from Stockpile	1095	C.Y.	$12.42	$13,599.90	
7	2' x 3' Type B Inlet w/ Frame and Grate	4 6.0	Each	$3,442.00	$20,652.00	-$6,884.00
8	18" RCP Storm Sewer	156 172	Ft	$65.61	$11,284.92	-$1,049.76
9	15" RCP Storm Sewer	279 340.0	Ft	$55.85	$18,989.00	-$3,406.85
10	12" RCP Storm Sewer	49	Ft	$50.12	$2,455.88	
11	45 Degree Bend 18" RCP	1	Each	$1,740.00	$1,740.00	
12	Connect to Existing Inlet	1	LS	$1,242.00	$1,242.00	
13	Gravel Base Course	330	Tons	$23.80	$7,854.00	
14	8" Concrete Approach Pavement	7070	SqFt	$8.79	$62,145.30	
15	Gravel Surfacing	1554	Tons	$19.66	$30,551.64	
16	Seed, Fertilizer and Mulch	1.01	Acres	$6,727.00	$6,794.27	
17	Erosion Control Waddle	64	Ft	$6.21	$397.44	
18	Inlet/Culvert Protection	5 7	Each	$155.00	$1,085.00	
Total All Unit Price Bid Items				**$2,173,187.44**		

total: -$11,340.61



No.	Revisions	By	Appr.	Date
1.	SEPTIC TANK LIDS	CLB	LCR	4/24
1.	SEPTIC TANK REVISIONS	CLB	LCR	5/24

I Hereby certify that this plan, specification, or report was prepared by me or under my direct supervisior and that I am a duly Registerx Professional Engineer under the law of the State of South Dakota. Registration No.

Helms & Associates
CIVIL ENGINEERS & LAND SURVEYORS
416 Production St N.
P.O. Box 111,
Aberdeen, S.D. 57402
Phone: 605.225.1212,
Fax: 605.225.3189
Email:
bobb@helmsengineering.com

UTILITIES LAYOUT SHEET

LANDFILL RECYCLING BUILDING
MITCHELL REGIONAL LANDFILL
MITCHELL, SOUTH DAKOTA

Drawn By:	CLB
Chk' By:	LCR
Proj. No:	A8033
Dwg. No: / VP. No:	8033-PNT / FG (9)
Date.	8/30/24

6 OF 16

CONSTRUCTION

200 N. Ebenezer Ave.
Sioux Falls, SD 57107
(605)275-9726 Ph
(605)275-9727 Fax

RFP # : 6

Date: 10/7/2024

Original Contract Date: 8/24/2022

Original Contract Price: $ 2,173,187.44

Contact Phone: O: 605-275-9726
C: 605-366-7302
John Remacle

Job Name/Address:
Mitchell Landfill Recycling Facility
City of Mitchell
Mitchell SD

CHANGE (ADD OR DELETE) the following work to original contract:

Install simple saver tarp and insulation

Install simple saver tarp and insulation around the perimieter of the unloading area. The area would be insulated to the nearest girt line above the top of the push wall which Is at 12-6" a.f.f.

Change Order Amount $ $12,371.08

Previous Contract Amount $ 2,173,187.44

Revised Contract Amount $

We agree to furnish labor and materials complete in accordance with the above specifications at the price stated above.

Above additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

General Contractor Date

Owner Date

Note: This change order becomes part of the original contract

RFP # 6	10/7/2024	Insulate the bottom 12'6" in unloading area				
PROPOSAL BREAKDOWN						
SELF-PERFORMED WORK ITEMS						
			LABOR	MATERIAL	EQUIPMENT	TOTALS
LABOR						
LABOR ITEM	LABOR HOURS	LABOR RATE				
WS OFFICE TIME	2	$ 80.00	$ 160.00			$ 160.00
Installation	48	$ 80.00	$ 3,840.00			$ 3,840.00
		$ 80.00	$ -			$ -
		$ 80.00	$ -			$ -
TOTAL LABOR COSTS						$ 4,000.00
MATERIAL						
MATERIAL ITEM	QUANITITY	UNIT PRICE				
				$ -		$ -
AMD quote	1	$ 6,143.00		$ 6,143.00		$ 6,143.00
						$ -
						$ -
SUBTOTAL MATERIAL COSTS						$ 6,143.00
SALES TAX		6.5%		sales tax included w/ line items		$ 399.30
TOTAL MATERIAL COSTS						$ 6,542.30
EQUIPMENT						
EQUIPMENT ITEM	HOURS	RATE				
					$ -	$ -
					$ -	$ -
					$ -	$ -
TOTAL EQUIPMENT COSTS						$ -
SUBTOTAL SELF-PERFORMED WORK				sales tax included w/ line items		$ 10,542.30
OVERHEAD AND PROFIT		15%				$ 1,581.34
TOTAL SELF PERFORMED WORK						**$ 12,123.64**
SUBCONTRACTOR WORK ITEMS						
SUBCONTRACTOR NAME			SUBCONTRACTOR SCOPE OF WORK			
						$ -
						$ -
						$ -
						$ -
SUBTOTAL SUBCONTRACTOR						$ -
OVERHEAD AND PROFIT		5%				$ -
TOTAL SUBCONTRACTOR WORK						**$ -**
PROPOSAL SUMMARY						
SELF-PERFORMED WORK						$ 12,123.64
SUBCONTRACTOR WORK						$ -
SUBTOTAL PROPOSAL COST						$ 12,123.64
BOND		0%				$ -
BUILDERS RISK		0%				$ -
EXCISE TAX		2%				$ 247.44
TOTAL PROPOSAL COST						**$ 12,371.08**

Mitchell Landfill 12'6 Area

Quote Prepared By
Andrea O'Donnell
andrea@amddistribution.com
(507) 922-0063

Your Sales Person
Rollin Reber
rollin.reber@amddistribution.com
(507) 696-8266

You created a new quote. Rollin Reber will be contacting you shortly. If you have any questions before then, please contact us at mbi@amddistribution.com or by phone at 877-470-4AMD (4263).

Quote Summary

Prepared on 10/7/2024.

Builder/Customer
WS Construction
John Remacle
605-275-9726
john@wsconstructionmanagement.com

Job Info
Mitchell Landfill 12'6 Area
41176 257th St
Mitchell, SD 57301

Building: 277' x 12'6 R25 EC

Building Dimensions:	**277' x 277' x 12' 6" - 1/12 (Double Slope)**
	Bottom Overhang: 0'-0"
	Top Overhang: 0'-0"
	Left Overhang: 0'-0"
	Right Overhang: 0'-0"
Wall Deductions:	**Side Wall 2 (Top)**
	End Wall 1 (Left)
	End Wall 2 (Right)

Wall Insulation

R25-8" Energy Craft (EC) by Simple Saver Services-1 Layer	3,900 SF

Accessories

1/8" x 2"x 75' Thermal Break Tape	12
Insul Hold Coils -100' Rolls	8

Deducts

Discount

Notes

Freight included in total amount.
Price subject to change per MFG price increase.
Price based on standard purlin and girt spacing.
Additional freight charges may apply.

Total Amount w/o tax **$6,143.00**

It's not just insulation to us, and we prove it to each of our customers every day. Please contact us - you are important to us and we want to work with you - we'll prove it.

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CONSTRUCTION

200 N. Ebenezer Ave.
Sioux Falls, SD 57107
(605)275-9726 Ph
(605)275-9727 Fax

RFP # : 7

Date: 11/20/2024

Original Contract Date: 6/3/2024

Original Contract Price: $ 2,173,187.44

Contact Phone: O: 605-275-9726
C: 605-366-7302
John Remacle

Job Name/Address:
Mitchell Landfill Recycling Facility
City of Mitchell
Mitchell SD

CHANGE (ADD OR DELETE) the following work to original contract:

Add exterior stair, door into lower level, and sidewalk

Addition of exterior steel stair per Bailey Metal Fabrication spec sheet and shop drawings. Sidewalk from the stoop to the new lower level walk door. Hollow metal frame, door, and hardware to match other doors in the building.

Change Order Amount $ $36,103.89

Previous Contract Amount $ 2,173,187.44

Revised Contract Amount $

We agree to furnish labor and materials complete in accordance with the above specifications at the price stated above.

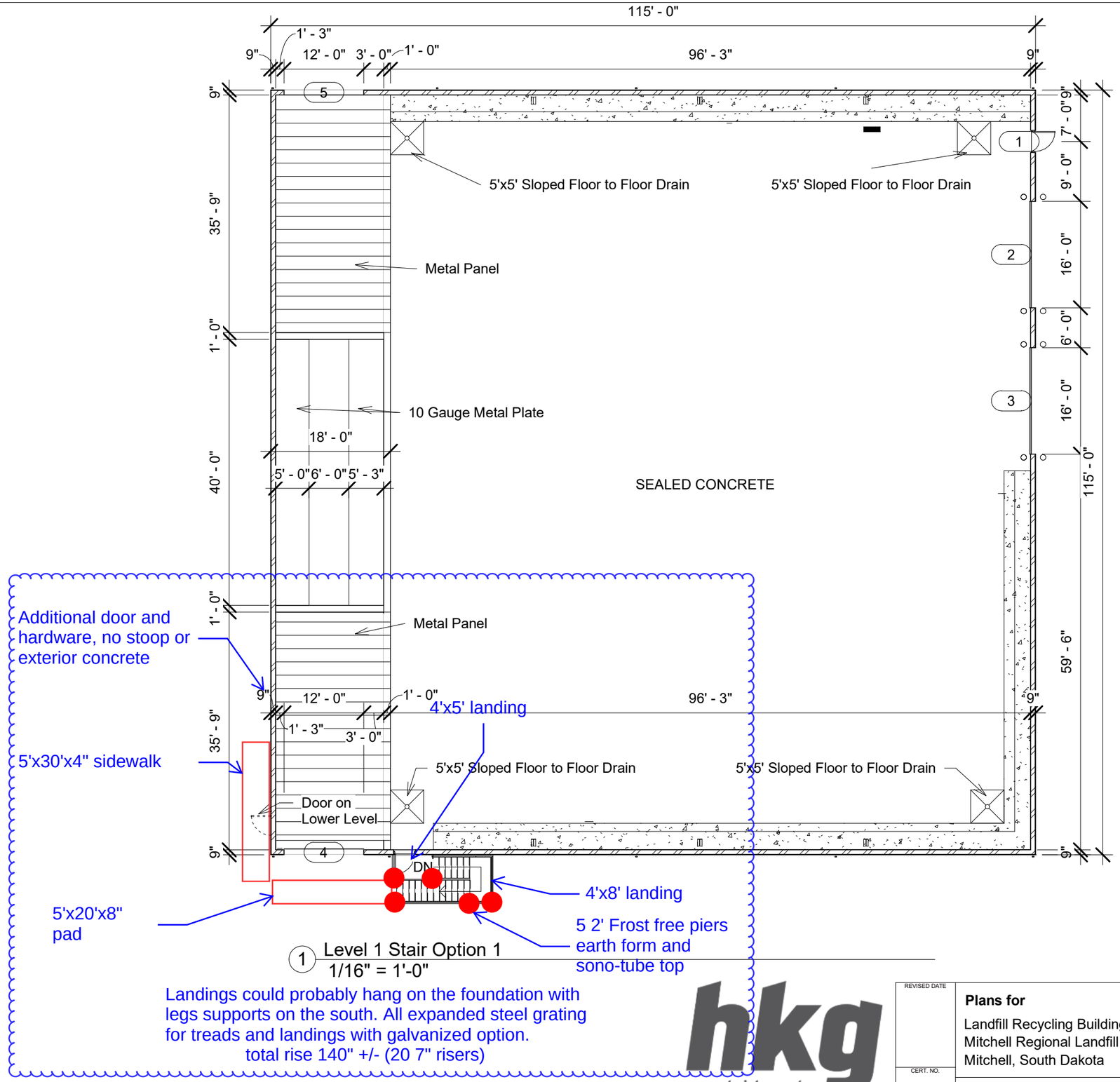
Above additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

General Contractor Date

Owner Date

Note: This change order becomes part of the original contract

RFP # 7	11/20/2024	Install Exterior Stairs, sidewalk, and walk door				
PROPOSAL BREAKDOWN						
SELF-PERFORMED WORK ITEMS						
			LABOR	MATERIAL	EQUIPMENT	TOTALS
LABOR						
LABOR ITEM	LABOR HOURS	LABOR RATE				
WS OFFICE TIME	4	$ 65.00	$ 260.00			$ 260.00
Door/hardware	8	$ 65.00	$ 520.00			$ 520.00
installation		$ 65.00	$ -			$ -
PEMB framing	6	$ 65.00	$ 390.00			$ 390.00
TOTAL LABOR COSTS						$ 1,170.00
MATERIAL						
MATERIAL ITEM	QUANITITY	UNIT PRICE				
PEMB materials	1	$ 450.00		$ 450.00		$ 450.00
HM door/hardware	1	$ 2,122.50		$ 2,122.50		$ 2,122.50
underslab insul.	8	$ 41.56		$ 332.48		$ 332.48
				$ -		$ -
SUBTOTAL MATERIAL COSTS						$ 2,904.98
SALES TAX		6.5%		sales tax included w/ line items		$ 188.82
TOTAL MATERIAL COSTS						$ 3,093.80
EQUIPMENT						
EQUIPMENT ITEM	HOURS	RATE				
					$ -	$ -
					$ -	$ -
					$ -	$ -
TOTAL EQUIPMENT COSTS						$ -
SUBTOTAL SELF-PERFORMED WORK				sales tax included w/ line items		$ 4,263.80
OVERHEAD AND PROFIT		15%				$ 639.57
TOTAL SELF PERFORMED WORK						**$ 4,903.37**
SUBCONTRACTOR WORK ITEMS						
SUBCONTRACTOR NAME			SUBCONTRACTOR SCOPE OF WORK			
Brooks Construction			Concrete piers and sidewalk			$ 3,850.00
Bailey Metal Fabrication			Stair supply and install			$ 24,850.00
						$ -
						$ -
						$ -
SUBTOTAL SUBCONTRACTOR						$ 28,700.00
OVERHEAD AND PROFIT		5%				$ 1,435.00
TOTAL SUBCONTRACTOR WORK						**$ 30,135.00**
PROPOSAL SUMMARY						
SELF-PERFORMED WORK						$ 4,903.37
SUBCONTRACTOR WORK						$ 30,135.00
SUBTOTAL PROPOSAL COST						$ 35,038.37
BOND		1%				$ 350.38
BUILDERS RISK		0%				$ -
EXCISE TAX		2%				$ 715.13
TOTAL PROPOSAL COST						**$ 36,103.89**



1 Level 1 Stair Option 1
1/16" = 1'-0"

hkg architects

REVISED DATE	Plans for Landfill Recycling Building Mitchell Regional Landfill Mitchell, South Dakota	Stair Option 2	DRAWN BY CH TRACED BY ____ CHECKED BY DM	2 OF- 3
CERT. NO.	HKG Architects, Inc. Aberdeen, S.D.		DATE 10/2/24	PROJECT NO. 2023-0013

BROOKS CONSTRUCTION SERVICES INC
27081 Sundowner Ave
Sioux Falls, SD 57106

Office (605) 368-5447
Fax (605) 368-2204

PROPOSAL

2024-1009

PHONE (605) 366-7302	DATE 11/20/24
WS Construction Attn: John Remacle 200 N. Ebenezer Avenue Sioux Falls, SD 57107	JOB NAME / JOB SITE LOCATION Mitchell Landfill PEMB Mitchell, SD 57301
john@wsconstructionmanagement.com	JOB # 242056

Brooks Construction Services, Inc. will provide the labor, materials, and equipment to furnish and install four each 2' 0" diameter X 5' 0" deep frost piers and one 5' 0" X 30' 0" X 4" thick sidewalk as per the email from John Remacle dated Novemeber 8, 2024:

Excavate for 2' 0" Diameter Piers
Form and Pour 2' 0" diameter Concrete Piers
Form and Place 5' 0" X 30' 0" X 4" thick Concrete Sidewalk
Concrete Pump as Needed
Backfill as Necessary

Base Bid	$3,850.00
Excise Tax	$0.00
Total Bid	$3,850.00

No site dewatering, or ground thaw
No embeds of any kind, but Brooks will place
Anchor bolt templates to be provided by others
Price includes costs for cold weather concrete related charges
No retainage, 30 day pay requirement
Work to be accomplished in 2024

No soil correction except as noted above
Layout and survey by others
All materials testing provided by others
All permiting by others
No underground utility work
Excise Tax to be paid by WS Construction

TO ACCEPT BID MARK OPTIONS DESIRED, SIGN BOTTOM AND BACK AND RETURN ONE COPY TO OUR OFFICE.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

As noted above dollars **( )**

Payment to be made as follows:

WORK COMPLETED DURING THE MONTH, WHETHER PARTIAL OR FULL, IS DUE THE FOLLOWING MONTH. INVOICE AMOUNT DUE WITHIN 30 DAYS OF INVOICE DATE.

Authorized Signature: **Jeni Brooks**

Note: This proposal may be withdrawn by us if not accepted within **15** days

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ **Date of Acceptance:** _____

Dear Customer,

We have been serving the Sioux Falls Community and taking pride in our concrete work since 1944. Our good reputation is important to us, because satisfied customers are our best advertisement. We hope you enjoy your new concrete, and thank you for your patronage.

Sincerely,

Brooks Construction Services, Inc. (Revised 02/2004)

BROOKS CONSTRUCTION SERVICES, INC. WILL CALL SOUTH DAKOTA UNDERGROUND AT 1-800-781-7474 TO MARK WIRES AND PIPES PRIOR TO BEGINNING WORK . BROOKS CONSTRUCTION SERVICES, INC. IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO UNMARKED WIRES, PIPES, UTILITY LINES, ETC.

TERMS

CONCRETE REMOVAL

When estimating removal of existing concrete, there are assumptions that have to be made as to the thickness and amount of reinforcement in the existing concrete. This estimate is based on the assumption that the existing concrete was installed under usual industry standards. However, there are cases where concrete has been poured thicker just to fill voids, etc. Sometimes extraordinary concrete or reinforcement is encountered during the removal process. There will be an additional charge to you if this situation occurs. You will be notified before work will continue.

SUBGRADE CONDITIONS

The ideal base for concrete is sand and gravel. If your particular soils have unsuitable materials such as clay, muck, etc. this may increase the stress on your concrete, which may increase the possibility of cracking. Normally, concrete service walks, drives, patios, etc. are poured on the existing soil conditions. This estimate assumes that sub grade conditions will permit the use of standard methods. If this is not the case, there will be additional charges, and you will be notified before work continues. We can furnish an optional price on soil replacement and drainage systems at your request.

THE LIMITATIONS OF CONCRETE

In spite of its strength and durability, concrete is not indestructible. We cannot be responsible for things that are beyond our control. Cracking, scaling, settling, heaving and other types of damage may occur despite the skill of our workmanship and the quality of our materials, and some of the causes of this are listed below:

- Frequent freezing and thawing common in this climate may cause cracking, which is beyond our ability to prevent.
- Salts and other de-icing chemicals may cause pitting or scaling if they are used on the surface. This is especially harmful during the first winter.
- Parked vehicles with road salt residue on them and poor water drainage are additional causes of pitting and scaling that we cannot prevent.
- Driving on or otherwise using new concrete within seven days after pouring may also cause damage.
- Application of a sealing compound by the owner during the second or third year is recommended for additional protection.
- Due to variations in the color of cement, sand, and coarse aggregates (gravel, slag, and limestone), we are unable to guarantee color of concrete.
- Calcium chloride may change the color of concrete, due to weather conditions such as humidity and ambient temperatures.

THE STRUCTURAL INTEGRITY OF YOUR CONCRETE IS NOT AFFECTED BY COLOR!

NOTICE TO OWNERS OF MECHANIC'S LIEN RIGHTS

We have furnished or will furnish labor and/or materials for the construction project described on this Proposal. If someone other than the OWNER has signed this Proposal, we assume that this has been done with the OWNER'S knowledge and consent. In the event of non-payment, we reserve the right to file a MECHANIC'S LIEN against the subject real estate and improvements as permitted by law. This notice is being given pursuant to statute and is not intended to reflect on any party associated with this project.

LIMITED WARRANTY AND CLAIMS

This LIMITED WARRANTY is the only WARRANTY of any kind that we make, and we stand behind it. All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon verbal or written orders, and will become an extra charge over and above the estimate. There is NO WARRANTY for cracking, scaling, settling, heaving and other types of damage that may occur despite the skill of our workmanship and the quality of our materials. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If you notice a problem, call us immediately. If we do not handle you complaint to your satisfaction within thirty (30) days, you must send us a specific written notice of your claim. If we have not used specified materials or completed the work in a substantial workmanlike manner according to specifications submitted, per standard practices, our liability is limited to replacement of the affected concrete, but no other type of claim or expense. No claim filed more than sixty (60) days after the problem first appears or one (1) year after installation, whichever comes first, will be allowed. There are no implied warranties including any IMPLIED WARRANTY OF MERCHANTABILITY.

ADDITIONAL CHARGES FOR NON-PAYMENT

A FINANCE CHARGE OF 1.25% PER MONTH, which is an ANNUAL PERCENTAGE RATE OF 15%, will be added to all amounts not paid when due. If referral to an attorney is necessary, reasonable attorney's fees and all other collection expenses will also be added.

I hereby acknowledge receipt and acceptance of these terms. Signature: _____ Date: _____

Bailey Metal Fabricators
807 N. Rowley
Mitchell, SD 57301
Phone: 605-996-4306

Quotation

Quote To: WS CONSTRUCTION

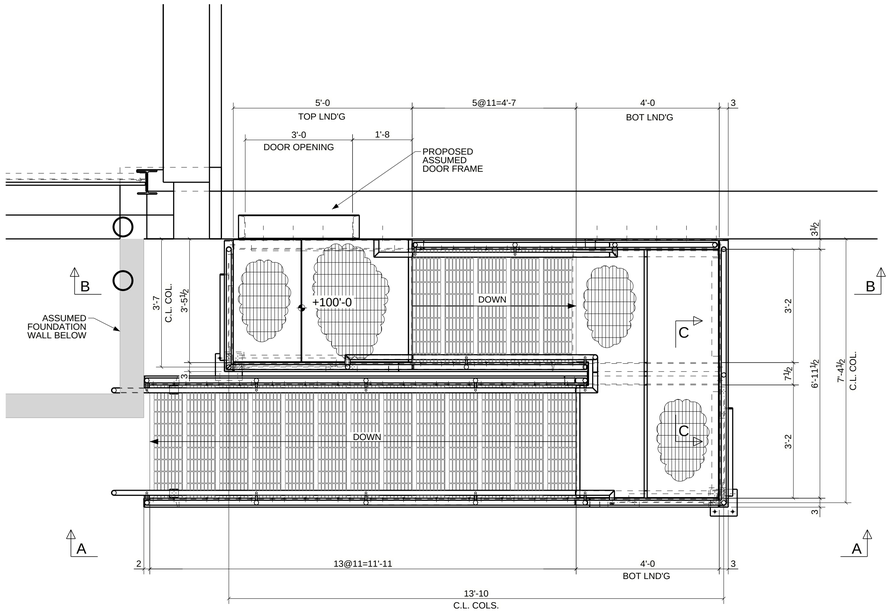
Quote Number:	16122			**Contact:**	
Quote Date:	11/04/2024	**Expires:**	11/18/2024	**Inquiry:**	
Customer:	WS-CONST			**Terms:**	Net 30
Salesman:	House			**Phone:**	605-275-9726
Ship Via:				**FAX:**	

EXCISE TAX NOT INCLUDED

Item	Part Number Description	Revision	Quantity	Price
1	OT-2872-REV1 FABRICATE AND INSTALL STEEL STAIR FOR THE MITCHELL LANDFILL RECYCLING BUILDING PROJECT IN MITCHELL, SD STRINGERS: C12X20.7 TREADS AND LANDINGS: 19-W-4, 3/16" X 1 1/4" SERRATED BAR GRATE ATTACH ONE SIDE OF THE LANDINGS TO THE CONCRETE WALL, SUPPORT OPPOSITE SIDE WITH 3X3X1/4 COLUMNS 42" HIGH 2 LINE PIPE GUARDRAIL WITH HANDRAIL MATERIAL: 1 1/4" SCH 40 PIPE (1.66" OD) FINISH: GALVANIZED DETAILING INCLUDED INSTALL INCLUDED		1	$24,850.000 /EA

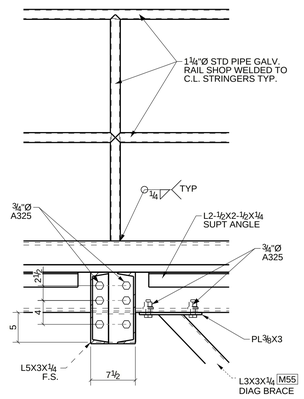
Total: ***$24,850.00***

By Greg Bailey
Bailey Metal Fabricators

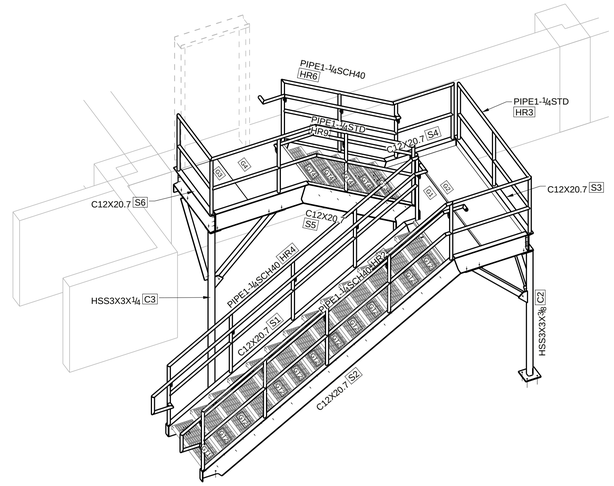


COORDINATION OF STAIR PLACEMENT IS DEPENDENT UPON GENERAL CONTRACTOR AND PLACEMENT OF DOOR IN BUILDING.

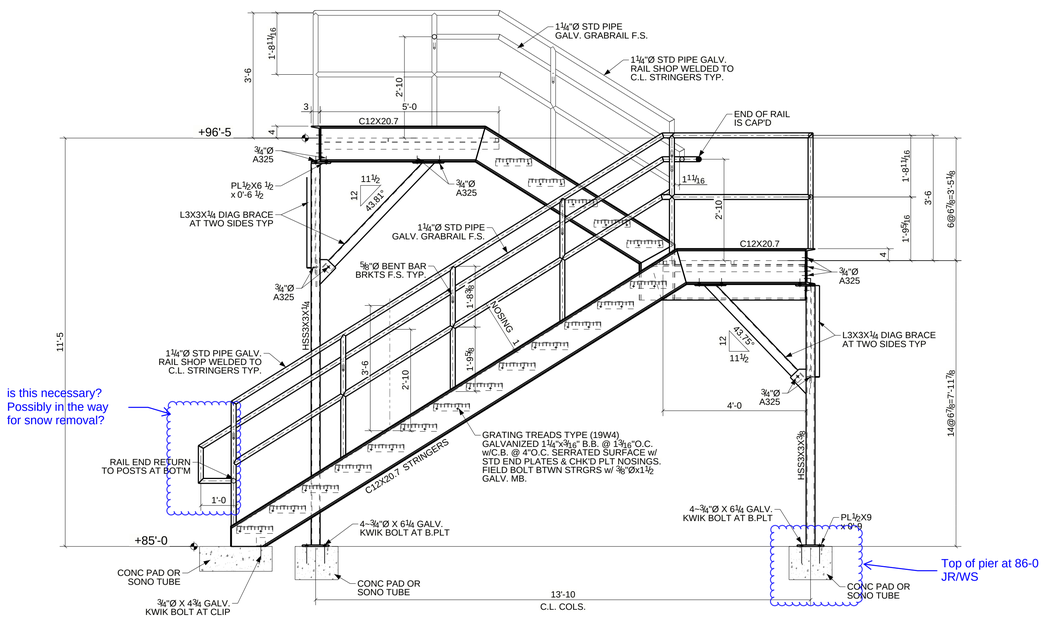
PLAN VIEW AT STAIR



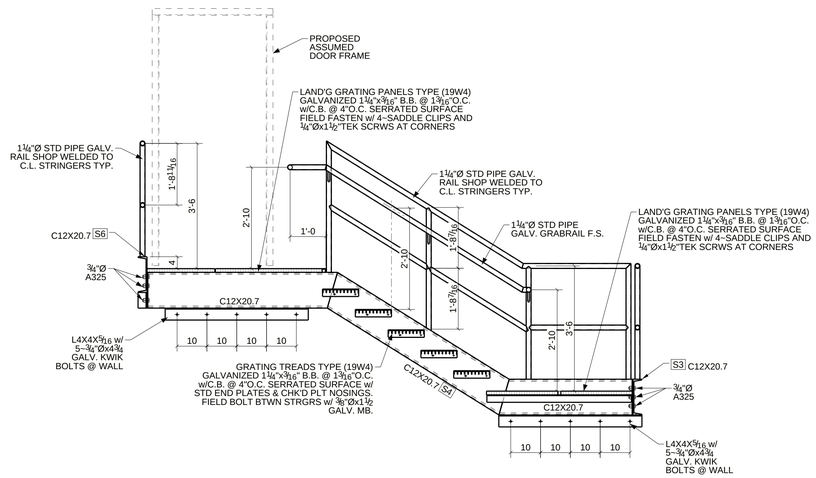
C - C



3d



A - A



B - B

REV.	DATE	DESCRIPTION
0	11/12/2024	For Approval Only

METAL BAILEY FABRICATORS INC.
807 NORTH ROWLEY STREET
MITCHELL, SD
(605) 996-4306

PROJECT NAME	MITCHELL LANDFILL		
LOCATION	MITCHELL SOUTH DAKOTA		
CUSTOMER			
DESCRIPTION	STAIR FRAMING PLAN		
DRAWN BY	UDO	CHECKED BY	JOB No.
ARCHITECT	HKG ARCHITECTS, INC.		
ENGINEER	SOLIEN & LARSON		DRG No. E4

Tekla Structures

QUOTATION

BSC

3501 NORTH LEWIS

BUILDERS SUPPLY COMPANY

Sioux Falls, SD 57104
Phone: 605-336-2790
Fax: 605-336-0151

QUOTE ID:

Date: 10/31/2024

Job: LANDFILL RECYCLING BUILDING

To: WS CONSTRUCTION ATTN: JOHN

Location SFSD

FOR THE SUM OF .....$ **4,245.00**

NET F.O.B. SIOUX FALLS, SD, WE PROPOSE TO FURNISH THE FOLLOWING MATERIALS:

2- HOLLOW METAL 3-SIDED FRAMES 5 3/4" DEPTH

$2122.50 each door

2- 3070 FLUSH HM DOORS

1- LOT OF FINISH HARDWARE FOR EXTERIOR DOORS

Sales Tax and Installation not included in above prices. See reverse side for additional terms.

Accepted John Remacle

By_____ Date_____

BUILDERS SUPPLY COMPANY

By_____
JOHN HANSEN

Approved JR/WS
10/31/2024 10:08:47 AM

CONSTRUCTION

200 N. Ebenezer Ave.
Sioux Falls, SD 57107
(605)275-9726 Ph
(605)275-9727 Fax

RFP # : 8

Date: 11/20/2024

Original Contract Date: 6/3/2024

Original Contract Price: $ 2,173,187.44

Contact Phone: O: 605-275-9726
C: 605-366-7302
John Remacle

Job Name/Address:
Mitchell Landfill Recycling Facility
City of Mitchell
Mitchell SD

CHANGE (ADD OR DELETE) the following work to original contract:

Additional electrical work

Additional electrical work in the drive through bay under the mezzanine; Includes lights, switches and outlet. Power to the overhead door operators. Additional emergency lighting for exterior stairs.

Change Order Amount $ $7,726.06

Previous Contract Amount $ 2,173,187.44

Revised Contract Amount $

We agree to furnish labor and materials complete in accordance with the above specifications at the price stated above.

Above additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

General Contractor Date

Owner Date

Note: This change order becomes part of the original contract

RFP # 8	11/20/2024	Additional electrical work			
PROPOSAL BREAKDOWN					
SELF-PERFORMED WORK ITEMS					
			LABOR	MATERIAL	EQUIPMENT	TOTALS
LABOR						
LABOR ITEM	LABOR HOURS	LABOR RATE				
WS OFFICE TIME	4	$ 65.00	$ 260.00			$ 260.00
		$ 65.00	$ -			$ -
		$ 65.00	$ -			$ -
		$ 65.00	$ -			$ -
TOTAL LABOR COSTS						$ 260.00
MATERIAL						
MATERIAL ITEM	QUANITITY	UNIT PRICE				
				$ -		$ -
						$ -
						$ -
						$ -
SUBTOTAL MATERIAL COSTS						$ -
SALES TAX		6.5%		sales tax included w/ line items		$ -
TOTAL MATERIAL COSTS						$ -
EQUIPMENT						
EQUIPMENT ITEM	HOURS	RATE				
					$ -	$ -
					$ -	$ -
					$ -	$ -
TOTAL EQUIPMENT COSTS						$ -
SUBTOTAL SELF-PERFORMED WORK				sales tax included w/ line items		$ 260.00
OVERHEAD AND PROFIT		15%				$ 39.00
TOTAL SELF PERFORMED WORK						**$ 299.00**
SUBCONTRACTOR WORK ITEMS						
SUBCONTRACTOR NAME			SUBCONTRACTOR SCOPE OF WORK			
TT Electric			See attached proposal for list of work			$ 6,856.23
						$ -
						$ -
						$ -
						$ -
SUBTOTAL SUBCONTRACTOR						$ 6,856.23
OVERHEAD AND PROFIT		5%				$ 342.81
TOTAL SUBCONTRACTOR WORK						**$ 7,199.04**
PROPOSAL SUMMARY						
SELF-PERFORMED WORK						$ 299.00
SUBCONTRACTOR WORK						$ 7,199.04
SUBTOTAL PROPOSAL COST						$ 7,498.04
BOND		1%				$ 74.98
BUILDERS RISK		0%				$ -
EXCISE TAX		2%				$ 153.04
TOTAL PROPOSAL COST						**$ 7,726.06**

RFI

To: Leif Redinger
Helms & Associates
416 Production St. N
Aberdeen, SD 57402
Phone: 605-225-1212 **Fax:** 605-225-3189

RFI #: 005
Date: 9/30/2024
Job: Mitchell Regional Landfill Recycling Building

,

CC:

Subject: Outlets and lighting

From Prime Contractor: -

Drawing: E1 **Spec Section:**

Request: **Date Required:**

The construction drawings do not show any power to the overhead door operators or control locations. There is also no lighting or power under the mezzanine, let us know if you wish to have any of these items added, there appears to be spare breakers in the panel.

Requested by: John Remacle
WS Construction

Response:

What are power requirements for the overhead door operators? If they are small enough we may be able to share two doors on one 120V 20A circuit.

See attached plan with locations of additional Type E2 lights inside below the mezzanine. These can be powered from circuit A-2.

Blake Woodward

Answered by

Efraimson Electric Inc. Engineering Services

Company

10-3-2024

Date

Mitchell Landfill
Recycling Building
Mitchell, South Dakota

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
$	SINGLE POLE SWITCH
$3	THREE WAY SWITCH
$4	FOUR WAY SWITCH
$D	DIMMER SWITCH
$T	TIMER SWITCH
$O	OCCUPANCY SENSOR
$P	PILOT LIGHT SWITCH
$K	KEYED SWITCH
$F	VARIABLE SPEED FAN SWITCH
OS	OCCUPANCY SENSOR – CEILING MOUNTED
PP	POWER PACK FOR LOW VOLTAGE OCCUPANCY SENSOR
	DUPLEX RECEPTACLE
	GROUND FAULT CIRCUIT INTERUPTER DUPLEX RECEPTACLE
	250V 4–WIRE RECEPTACLE
	DOUBLE DUPLEX RECEPTACLE
	TOP SWITCHED DUPLEX RECEPTACLE
	SPECIAL OUTLET
XX	DATA/PHONE OUTLET XX INDICATES NO. OF JACKS
54"	WALL PHONE OUTLET
	CEILING DATA/PHONE OUTLET
XX	FLOOR BOX WITH POWER AND DATA XX INDICATES # OF JACKS
	FLOOR BOX WITH POWER ONLY
SM	MANUAL MOTOR STARTER
	MOTOR CONNECTION
	EXIT FIXTURE
	EMERGENCY WALL PACK
	LIGHTING FIXTURE E = EMERGENCY BALLAST NL = NIGHT LIGHT
	UNDER CABINET FIXTURE
	RECESSED FIXTURE
	WALL MOUNTED FIXTURE
	PHOTO CONTROL
	SECURITY CAMERA
	WALL SPEAKER
	CLOCK OUTLET
N	NURSE CALL PULL STATION
D	NURSE CALL DUTY STATION
	NURSE CALL CORRIDOR LIGHT

SYMBOL	DESCRIPTION
NCCP	NURSE CALL CONTROL PANEL
T	THERMOSTAT
S	INTERCOM SPEAKER
IH	INTERCOM CALL STATION
C	JUNCTION BOX
TC	TIME CLOCK
V	VOLUME CONTROL
T	TRANSFORMER
	CABLE TV – ONE CAT6E AND ONE RG6 COAX CABLE
DH	DOOR HOLDER
S	SMOKE DETECTOR
	HEAT DETECTOR (FT = FIXED TEMPERATURE)
M	MANUAL PULL STATION
H XX	HORN/ STROBE XX CANDELA RATING
XX V	STROBE ONLY XX CANDELA RATING
FACP	FIRE ALARM CONTROL PANEL
ANNC	FIRE ALARM ANNUNCIATOR PANEL
TS	TAMPER SWITCH
FS	FLOW SWITCH
BT	BEAM TRANSMITTER
BR	BEAM RECEIVER
SD	SMOKE DAMPER
MD	MOTORIZED DAMPER
DSD	DUCT SMOKE DETECTOR
DS	DOOR STRIKE
CR	CARD READER/KEYPAD
	DISCONNECT SWITCH (F = FUSED)
	COMBINATION STARTER
R	RELAY
	CONNECT TO EXISTING
VFD	VARIABLE FREQUENCY DRIVE
WG	WIRE GUARD
WP	WEATHER PROOF
AC	ABOVE COUNTER
UC	UNDER COUNTER
UPS	UNINTERRUPTIBLE POWER SUPPLY
EXG	EXISTING

ELECTRICAL GENERAL NOTES:

A. CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES, INCLUDING ANY NECESSARY DEMOLITION.

B. EQUIPMENT SHOWN ON DRAWINGS AS EXISTING IS BASED ON EXISTING PLANS AND LIMITED FIELD INVESTIGATION. THE FIELD SURVEY WAS CONDUCTED TO VERIFY, AS MUCH AS POSSIBLE, THE ACCURACY OF THE LOCATIONS SHOWN. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF THE 'EXISTING CONDITIONS' AS SHOWN ON THE DRAWINGS AS THE DEMOLITION WORK PROGRESSES. PERFORM MODIFICATIONS AND ADDITIONS AS NECESSARY TO CORRECT FOR THESE HIDDEN CONDITIONS AND ALLOW FOR THE COMPLETION OF THE NEW WORK.

C. THE EXISTING BUILDING WILL BE IN USE DURING THIS CONSTRUCTION. SCHEDULE AND CARRY OUT THE WORK IN SUCH A MANNER THAT MINIMIZES OWNER INCONVENIENCE DUE TO SERVICE INTERRUPTIONS. TEMPORARY SERVICES SHALL BE INSTALLED IF ONE PHASE OF CONSTRUCTION DISRUPTS SERVICE TO ANOTHER AREA OF THE BUILDING OR IF EQUIPMENT HAS TO BE RELOCATED TO ALLOW CONSTRUCTION TO PROGRESS. SERVICE INTERRUPTIONS SHALL BE CONFINED TO THE SMALLEST AREA POSSIBLE AT ANY ONE TIME AND INTERRUPTIONS SHALL BE SCHEDULED WITH THE OWNER'S SITE REPRESENTATIVE. AFTER SERVICE HAS BEEN RESTORED FOLLOWING AN INTERRUPTION, INSPECT AREAS AFFECTED BY THE INTERRUPTION AND BE RESPONSIBLE FOR RETURNING AUTOMATICALLY CONTROLLED EQUIPMENT TO THE SAME OPERATING CONDITION THAT EXISTED PRIOR TO THE INTERRUPTION.

D. PROVIDE PENETRATIONS TO THE BUILDING STRUCTURE AS REQUIRED FOR INSTALLATION. WHERE EXISTING OR TEMPORARY SYSTEMS ARE BEING DEMOLISHED, WHICH LEAVE OPENINGS IN THE EXISTING BUILDING STRUCTURE, THE BUILDING STRUCTURE SHALL BE PATCHED TO MATCH THE EXISTING CONSTRUCTION AND MAINTAIN THE EXISTING BUILDING FIRE RATINGS.

E. ALL ELECTRICAL WORK SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, NFPA AND NEC CODES, AND THE AUTHORITY HAVING JURISDICTION.

F. MC CABLE SHALL NOT BE USED FOR WIRING METHOD OTHER THAN FIXTURE WHIPS 6' AND UNDER. WHERE CONCEALED PVC SHALL BE PERMITTED. WHERE EXPOSED INDOORS EMT SHALL BE USED. WHERE EXPOSED OUTDOORS SCH 80 PVC OR RIGID STEEL SHALL BE PERMITTED.

PANEL A

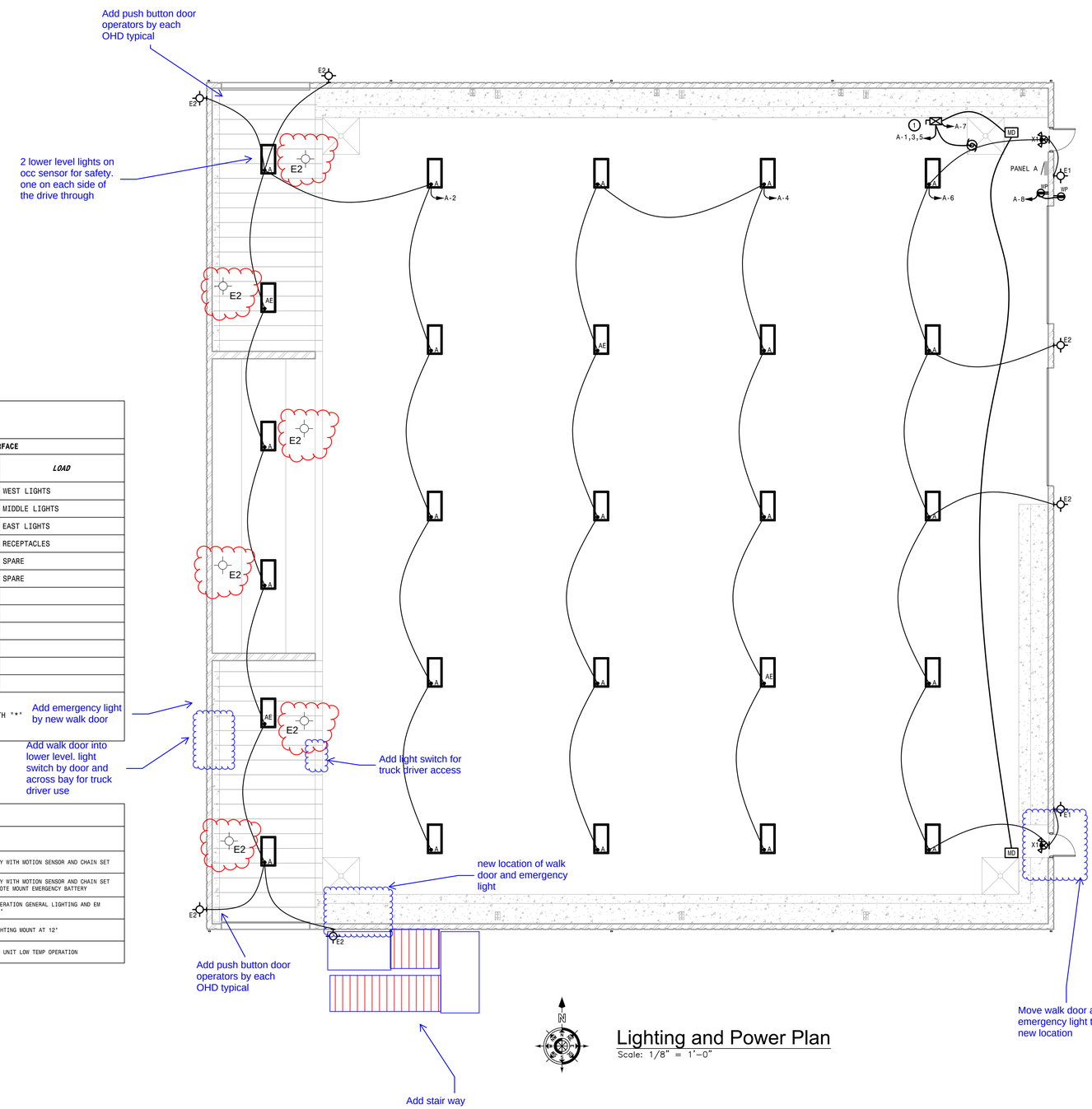
100A MB 120/208V 3 PHASE 4 WIRE 22KAIC SURFACE

LOAD	P	CIR BRK	CIR NO	PHASE	CIR NO	CIR BRK	P	LOAD
EXHAUST FAN	3	40	1	A	2	20	1	WEST LIGHTS
-	-	-	3	B	4	20	1	MIDDLE LIGHTS
-	-	-	5	C	6	20	1	EAST LIGHTS
MOTORIZED DAMPERS	1	20	7	A	8	20	1	RECEPTACLES
SPARE	1	20	9	B	10	20	1	SPARE
SPARE	1	20	11	C	12	20	1	SPARE
	1	20	13	A	14	20	1	
	1	20	15	B	16	20	1	
	1	20	17	C	18	20	1	
	1	20	19	A	20	20	1	
	1	20	21	B	22	20	1	
	1	20	23	C	24	20	1	

NOTES:
USE SEPARATE NEUTRAL FOR ALL CIRCUITS.
PROVIDE ALL REQUIRED GFCI CIRCUIT BREAKERS AND BREAKERS MARKED WITH "*"

FIXTURE SCHEDULE

TYPE	MANUFACTURERS	CAT. NO.	TYPE	WATTS (W)	LUMENS	COLOR TEMP. (K)	REMARKS
A	COLUMBIA, LITHONIA, METALUX, LSI, WILLIAMS	COOPER VHB-15-W-UNIV-L840-CD-MS-U-HBAYC	LED	111.6	15,417	4000	LED HIGH BAY WITH MOTION SENSOR AND CHAIN SET
AE	COLUMBIA, LITHONIA, METALUX, LSI, WILLIAMS	COOPER VHB-15-W-UNIV-L840-EL20W-REM-CD-MS-U-HBAYC	LED	111.6	15,417	4000	LED HIGH BAY WITH MOTION SENSOR AND CHAIN SET INCLUDE REMOTE MOUNT EMERGENCY BATTERY
E1	DUAL-LITE, SURE-LITES, MULE LIGHTING, LIGHTALARMS, OR EQUAL	MULE MERU-LED ACEM DB IH	LED	32	1600	4000	LOW TEMP OPERATION GENERAL LIGHTING AND EM MOUNT AT 12'
E2	DUAL-LITE, SURE-LITES, MULE LIGHTING, LIGHTALARMS, OR EQUAL	MULE MERU-LED AC DB	LED	17	1600	4000	GENERAL LIGHTING MOUNT AT 12'
X1	DUAL-LITE, SURE-LITES, MULE LIGHTING, LIGHTALARMS, OR EQUAL	MULE CWL 1 R WH SD CW	LED	-	-	-	COMBINATION UNIT LOW TEMP OPERATION



Lighting and Power Plan

Scale: 1/8" = 1'–0"

Efraimson Electric, Inc.
2821 8th Ave. NE
Aberdeen, SD 57401
(605) 628-2605

REGISTERED PROFESSIONAL ENGINEER
REG. NO. 12068
BLAKE A. WOODWARD
SOUTH DAKOTA
11-03-2023

DRAWN BY BW
CHECKED BY JG
CERT NO. C-8311
DATE 11/03/23
PROJECT NO. J9166

ISSUED FOR:

ITEM	DATE
.	.
.	.
.	.
.	.
.	.
.	.

Mitchell Landfill Recyling Building
Mitchell, SD

Legends, Schedules, & Electrical Plan

SHEET
E1
OF 2

ESTIMATE	#97
TOTAL	$6,856.23

TT Electric LLC

200 N Ebenezer Ave
Sioux Falls, SD 57107

ashley@wsconstructionmanagement.com

CONTACT US

26110 423rd Ave
Alexandria, SD 57311

(605) 999-8944
Tyson@ttelectricllc.com

ESTIMATE

Services	qty	unit price	amount
Mitchell Landfill RFI 005 Add 6 type E2 Add 1 emergency Light Garage door Low volt wiring and 120 Volt wiring Add Receptacle for Truck heater	1.0	$6,856.23	$6,856.23

Services subtotal: $6,856.23

Subtotal	$6,856.23
Tax (excise 2.04%)	$0.00
Total	**$6,856.23**

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:	December 2, 2024	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	604-43250-43349, $2,225,000		
Agenda Item:	Change Order #2 for North Harmon Sanitary Sewer Outfall Project #2023-6 to Halme Inc.		
Explanation/Background of Agenda Item Requested:	Change Order No. 2 for North Harmon Sanitary Sewer Outfall - City Project #2023-06 Change Order No. 2 adds cost for additional boring required to accommodate construction on the South Dakota Department of Transportation's Highway 37 Reconstruction Project. Please see attached Change Order #2 for detailed information. Original Contract Amount - $3,229,884.25 Change Order No. 1 - $10,000 Current Contract Amount - $3,239,884.25 Increase of this Change Order - $89,953.00 New Contract Amount - $3,329,837.25		

CHANGE ORDER NO.: 2

Owner: City of Mitchell
Engineer SPN & Associates
Contractor: Halme, Inc.
Project: North Harmon Sanitary Sewer Outfall
Date Issued: 12/2/2024

City's Project No.: #2023-06
Engineer's Project No.: #16205
SD DANR Project No.: C461129-11

Effective Date of Change Order: 12/2/2024

The Contract is modified as follows upon execution of this Change Order:
This change order incorporates Field Order #1 and Field Order #2. The extension of the proposed 20" Steel Casing Bore across SD-37. The total length of the bore has increased to 326' as requested by the SDDOT to avoid work within the DOT ROW during the reconstruction of SD-37.

Change in Contract Price	**Change in Contract Time**
Original Contract Price: $3,229,884.25	Original Contract Times: Substantial Completion: September 15, 2025 Ready for final payment: October 15, 2025
Increase from previously approved Change Order No. 1 $10,000.00	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: September 15, 2025 Ready for final payment: October 15, 2025
Contract Price prior to this Change Order: $3,239,884.25	Contract Times prior to this Change Order: Substantial Completion: September 15, 2025 Ready for final payment: October 15, 2025
Increase of this Change Order: $89,953.00	**Increase of** this Change Order: Substantial Completion: _____ Ready for final payment:
Contract Price incorporating this Change Order: $3,329,837.25	Contract Times with all approved Change Orders: Substantial Completion: September 15, 2025 Ready for final payment: October 15, 2025

Approved by Contractor
By: _____
Title: _____
Date: _____

Recommended for Approval
By: _____
Title: _____
Date: _____

Approved by Owner
By: _____
Title: _____
Date: _____

EJCDC® C-941, Change Order.
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Change Order - Unit Price Work

CHANGE ORDER NO.: 2

Owner: City of Mitchell — Associates
Contractor: Halme, Inc. — Halme, Inc.
Project: North Harmon Sanitary Sewer Outfall — North Harmon Sanitary Sewer Outfall

City's Project No.: #2023-06

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

Effective Date of Change Order: 12/02/24

A	B	C	D	E	F	G	H		J
		Current Contract Information				Proposed Contract Change			
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Proposed Item Quantity Change	Units	Proposed Item Quantity	New Contract Amount (H + I) ($)
Bid Schedule A									
1	Mobilization	1	LS	$ 315,000.00	$ 315,000.00		LS	1.00	$ 315,000.00
2	Dewatering	1	LS	$ 550,000.00	$ 550,000.00		LS	1.00	$ 550,000.00
3	Remove and Dispose Sanitary Manhole	2	EA	$ 700.00	$ 1,400.00		EA	2.00	$ 1,400.00
4	Lift Station Demolition	2	EA	$ 5,700.00	$ 11,400.00		EA	2.00	$ 11,400.00
5	Remove and Dispose Asphalt Surfacing	306	SY	$ 9.00	$ 2,754.00		SY	306.00	$ 2,754.00
6	Remove, Salvage, and Place Gravel Surfacing	194	SY	$ 11.00	$ 2,134.00		SY	194.00	$ 2,134.00
7	Remove, Salvage, and Reset Fence	175	LF	$ 9.00	$ 1,575.00		LF	175.00	$ 1,575.00
8	Remove, Salvage, and Reset 24" RCP Culvert	52	LF	$ 70.00	$ 3,640.00		LF	52.00	$ 3,640.00
9	Remove and Dispose Curb and Gutter	71	LF	$ 6.00	$ 426.00	-71	LF	-	$ -
10	Remove and Dispose Concrete Approach Pavement	12	SY	$ 9.00	$ 108.00	-12	SY	-	$ -
11	Clearing and Grubbing	1	LS	$ 51,000.00	$ 51,000.00		LS	1.00	$ 51,000.00
12	Unclassified Excavation	510	CY	$ 14.00	$ 7,140.00	-204	CY	306.00	$ 4,284.00
13	Bypass Pumping	1	LS	$ 4,000.00	$ 4,000.00		LS	1.00	$ 4,000.00
14	Sanitary Sewer Manhole (0' - 10' Depth)	29	EA	$ 7,600.00	$ 220,400.00		EA	29.00	$ 220,400.00
15	Extra Depth Manhole	335.8	VF	$ 390.00	$ 130,962.00		VF	335.80	$ 130,962.00
16	Inside Manhole Drop	4	EA	$ 2,300.00	$ 9,200.00		EA	4.00	$ 9,200.00
17	Core Drill Existing Manhole	1	EA	$ 1,400.00	$ 1,400.00		EA	1.00	$ 1,400.00
18	Connect to Existing Sanitary Sewer	5	EA	$ 2,000.00	$ 10,000.00		EA	5.00	$ 10,000.00
19	8"x4" PVC Wye	35	EA	$ 880.00	$ 30,800.00		EA	35.00	$ 30,800.00
20	12"x4" PVC Wye	49	EA	$ 1,200.00	$ 58,800.00		EA	49.00	$ 58,800.00
21	4" PVC Cap	84	EA	$ 26.00	$ 2,184.00		EA	84.00	$ 2,184.00
22	8" PVC Cap	3	EA	$ 86.00	$ 258.00		EA	3.00	$ 258.00
23	Tracer Wire Access Box w/ Ground Rods	84	EA	$ 225.00	$ 18,900.00		EA	84.00	$ 18,900.00
24	4" PVC Sewer Service	2,772	LF	$ 43.00	$ 119,196.00		LF	2,772.00	$ 119,196.00
25	8" PVC Sanitary Sewer (8' - 10' Depth)	407	LF	$ 63.00	$ 25,641.00		LF	407.00	$ 25,641.00
26	8" PVC Sanitary Sewer (10' - 15' Depth)	427	LF	$ 67.00	$ 28,609.00		LF	427.00	$ 28,609.00
27	8" PVC Sanitary Sewer (20' - 25' Depth)	1022	LF	$ 98.00	$ 100,156.00		LF	1,022.00	$ 100,156.00
28	8" PVC Sanitary Sewer (25' - 30' Depth)	1700	LF	$ 135.00	$ 229,500.00		LF	1,700.00	$ 229,500.00
29	12" PVC Sanitary Sewer (10' - 15' Depth)	684	LF	$ 93.00	$ 63,612.00		LF	684.00	$ 63,612.00
30	12" PVC Sanitary Sewer (15' - 20' Depth)	1136	LF	$ 101.00	$ 114,736.00		LF	1,136.00	$ 114,736.00
31	12" PVC Sanitary Sewer (20' - 25' Depth)	1558	LF	$ 126.00	$ 196,308.00	-26	LF	1,532.00	$ 193,032.00
32	12" PVC Sanitary Sewer (25' - 30' Depth)	3155	LF	$ 165.00	$ 520,575.00		LF	3,155.00	$ 520,575.00
33	12" Restrained Joint PVC Sanitary Sewer (Carrier Pipe)	226	LF	$ 115.00	$ 25,990.00	100	LF	326.00	$ 37,490.00
34	20" Steel Casing (Bored)	226	LF	$ 1,100.00	$ 248,600.00	100	LF	326.00	$ 358,600.00
35	Post Installation Televising	10315	LF	$ 2.25	$ 23,208.75		LF	10,315.00	$ 23,208.75
36	8" C900 PVC Water Main	40	LF	$ 63.00	$ 2,520.00	-40	LF	-	$ -
37	Connect to Existing Water Main	2	EA	$ 3,000.00	$ 6,000.00	-2	EA	-	$ -
38	Contractor Furnished Gravel Surfacing	22	TN	$ 45.00	$ 990.00		TN	22.00	$ 990.00
39	4" Asphalt Surfacing	117	TN	$ 140.00	$ 16,380.00	-44	TN	73.00	$ 10,220.00
40	Base Course	344	TN	$ 33.00	$ 11,352.00	-137	TN	207.00	$ 6,831.00
41	Concrete Curb and Gutter	71	LF	$ 80.00	$ 5,680.00	-71	LF	-	$ -

EJCDC C-620 Contractor's Application for Payment
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Change Order - Unit Price Work

CHANGE ORDER NO.: 2

Owner: City of Mitchell — Associates

Contractor: Halme, Inc. — Halme, Inc.

Project: North Harmon Sanitary Sewer Outfall — North Harmon Sanitary Sewer Outfall

City's Project No.: #2023-06

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

Effective Date of Change Order: 12/02/24

A	B	C	D	E	F	G	H		J
		Current Contract Information				Proposed Contract Change			
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Proposed Item Quantity Change	Units	Proposed Item Quantity	New Contract Amount (H + I) ($)
42	Seed, Fertilize, and Mulch	22.2	Acre	$ 1,300.00	$ 28,860.00		Acre	22.20	$ 28,860.00
43	Straw Wattle	840	LF	$ 4.50	$ 3,780.00		LF	840.00	$ 3,780.00
44	Erosion Control Blanket	1400	SY	$ 1.60	$ 2,240.00		SY	1,400.00	$ 2,240.00
45	Culvert Protection	2	EA	$ 102.00	$ 204.00		EA	2.00	$ 204.00
46	Traffic Control Miscellaneous	1	LS	$ 2,500.00	$ 2,500.00		LS	1.00	$ 2,500.00
47	Traffic Control Sign	315	SF	$ 4.50	$ 1,417.50		SF	315.00	$ 1,417.50
48	Type III Barricade	21	EA	$ 110.00	$ 2,310.00		EA	21.00	$ 2,310.00
49	Temporary Gravel Surfacing	486	SY	$ 33.00	$ 16,038.00		SY	486.00	$ 16,038.00
CO#1-1	Additional Dewatering Work	1	LS	$ 10,000.00	$ 10,000.00		LS	1.00	$ 10,000.00
				Total for Bid Schedule A	**$ 3,239,884.25**				**$ 3,329,837.25**

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Date Received _____ License No. _____
Date Issued _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Rudhe LLC
1601 S Burr St
Mitchell, SD 57301

Owner's Telephone #: 605-891-9928

B. Business Name and Address

Thunderbird Lodge
1601 S Burr St
Mitchell, SD 57301

Business Telephone #: 605-996-6645
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 "14" ecocutlimnw ¼
05 se ¼ of 24-105-10

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

E. State Sales Tax Number 1036-7779-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 11/25/2024 Print Name Harsh Chaudhari Signature HChaudhri

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 Radhe LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 1601 S Burr st, mitchell, SD 57301

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

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

Name	Office	Address	Occupation
Krishna Chaudhuri	President	1601 S Burr st	owner
Harsh Chaudhuri	Manager	1601 S Burr st	manager

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
TBM LLC	Package (off-sale) Liquor # PL-4700, 1620 S Burr st suit #4

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

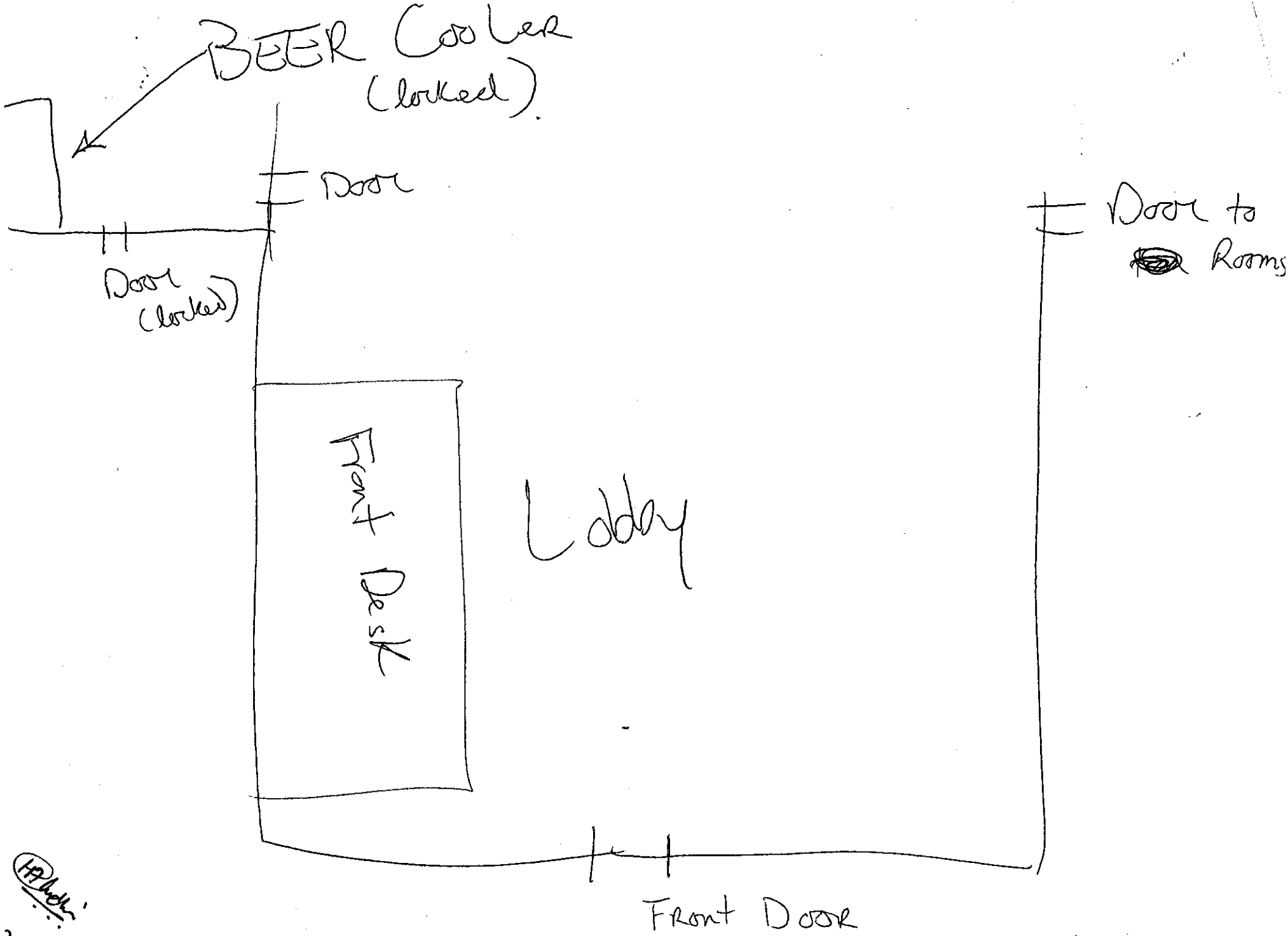
With signature the applicant agrees to the following:

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**

Chaudhuri 11/25/2024


BEER Cooler
(locked)
Door
Door
(locked)
Door to
Rooms
Front Desk
Lobby
Front Door

11-25-20.

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 14, 2024

TO: MAYOR & CITY COUNCIL

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

A Transport load quantity quote was taken for 4,300 gallons of "blended" off road diesel and 3,200 gallons of "blended" on road diesel.

Midway Service/Vollan Oil		Requested Bid Gallons	Price per Gallons	Total Bid Gallon	Per Product
On Road Diesel- #2	1600	1600	$2.544	$ 4,070.40	
On Road Diesel- #1	1600	1600	$2.862	$ 4,579.20	
					Sub Total: $8,649.60
Off Road Diesel- #2	2150	2150	$2.271	$ 4,882.65	
Off Road Diesel- #1	2150	2150	$2.5994	$ 5,577.10	
					Sub Total: $10,459.75
Unleaded Gas	0	0	$0	$0	
Unleaded Gas-10% Ethanol	0	0	$	$0	
					Total Bid: $19,109.35
Howe's Oil Company					
On Road Diesel- #2	1600	1600	$2.515	$ 4,024.00*	
On Road Diesel- #1	1600	1600	$2.810	$ 4,496.00*	
					Sub Total8,520.00*
Off Road Diesel- #2	2150	2150	$2.240	$ 4,816.00*	
Off Road Diesel- #1	2150	2150	$2.535	$ 5,450.25*	
					Sub Total: $10,266.25*
Unleaded Gas	0	0	$0	$ 0	
Unleaded Gas-10% Ethanol	0	0	$0	$ 0	
					Total Bid: $18,786.25*

Howe's Oil was the only quote for items marked with asterisk. They were awarded the quote.

Sincerely,

Kevin Roth
Street & Sanitation Superintendent

PAY ESTIMATES FOR DECEMBER 2, 2024

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#48	$ 14,111.84		
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#49	$ 1,548.05	$ 1,347,711.95	$ 1,462,687.34
Geo-Tek Engineering & Testing	#2020-20 Mitchell Pump Station Above Ground	#11	$ 4,884.00	$ 46,043.25	$ 42,950.00
SDDOT-Finance & Management	#2021-1 Norway/S.Rowley Bike Path/Sidewalk	#7	$ 35.49	$ 256,846.74	$ 256,846.74
SPN & Associates	#2021-3 West Side Water Tower	#26	$ 300.00	$ 30,166.74	$ 99,813.60
Infrastructure Design Group	#2021-25 Livesay Lane Utility/Infrast. Improv.	#16	$ 759.00	$ 214,057.30	$ 219,386.00
WS Construction Management	#2021-30 New Recycling Bldg at Landfill	#5	$ 603,868.38	$ 1,557,448.91	$ 2,188,767.24
Helms & Associates	#2021-30 New Recycling Bldg at Landfill	#24	$ 5,495.02	$ 173,841.77	$ 186,005.00
Michels Road & Stone Inc.	#2021-45 North Hwy #37 Utility Improvements	#4	$ 42,365.80	$ 468,729.27	$ 2,689,724.99
SPN & Associates	#2021-45 Highway #37 Utility Design-Water	#41	$ 4,773.17		
SPN & Associates	#2021-45 Highway #37 Utility Design-Sewer	#42	$ 8,329.86	$ 103,283.93	$ 280,000.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#22	$ 107,154.04	$ 1,395,482.90	$ 1,908,860.00
Custom Touch Homes, LLC	#2022-1 WWTP -Phase II - South Plant	#1	$ 53,061.32	$ 53,061.32	$ 53,061.32
First Rate Excavate, Inc.	#2022-1 WWTP -Phase II - South Plant-Sched. B	#1	$ 19,876.77	$ 19,876.77	$ 619,478.00
GeoTek	#2022-1 South WWTP - Phase II - Schedule A	#2A	$ 4,067.00	$ 8,939.00	$ 70,350.00
SPN & Associates	#2022-3 23rd & Ohlman Lift Station Replacement	#17	$ 283.75	$ 39,780.87	$ 27,200.00
HDR Engineering Inc.	#2022-22 Water & Wastewater Fee Analysis	#16	$ 997.50	$ 71,036.84	$ 97,620.00
Soukup Construction, Inc.	#2023-3 Marina Improvements	#3	$ 19,975.05	$ 800,152.31	$ 2,667,995.66
Halme, Inc.	#2023-6 North Harmon Sanitary Sewer Outfall	#2	$ 491,383.04	$ 639,159.44	$ 3,239,884.25
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#17	$ 34,631.71	$ 67,829.06	$ 325,000.00
SPN & Associates	#2023-16 Ohlman & S. Harmon Lift Station	#16	$ 300.00	$ 34,586.10	$ 42,900.00
SPN & Associates	#2023-19 Cadwell Booster Station Rehab.	#11	$ 850.58	$ 14,996.83	$ 10,700.00
Commercial Asphalt	#2024-15 Paving & Overlay	#2	$ 18,910.00	$ 581,417.00	$ 619,316.20
AE2S	#2024-37 Mitchell Water Distribution System Model	#5	$ 1,353.00	$ 8,626.75	$ 10,000.00
	TOTALS		$ 1,439,314.37	$ 7,933,075.05	$ 17,118,546.34

Prepared by Deb Hanson-Sudbeck

PACKET : 07128 07129 07130
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
01-01445	LIBRARY BOARD OF TRUSTE					
		I-11202024	101-3699	REFUNDS AND R LIBRARY GRANT REIMBURSED	204569	500.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		500.00

PACKET : 07128 07129 07130
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-35882B15-0128	101-41110-42300	LEGAL PUBLICA INVITATION TO BID CHIP SEAL	204527	57.62
		I-35882B15-0130	101-41110-42300	LEGAL PUBLICA NOH SALE OF ALCOHOLIC BEVERAGE	204527	18.88
		I-35882B15-0131	101-41110-42300	LEGAL PUBLICA 11.13.2024 MEETING MINUTES	204527	370.73
01-04015	CORN PALACE					
		I-MIT11082024	101-41110-42600	SUPPLIES & MA CASES OF WATER	204531	29.50
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	476.73

PACKET : 07128 07129 07130
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
01-08815	STEPHANIE ELLWEIN					
		I-11182024	101-41220-42700	TRAVEL, CONF, SF SDML CONF MILEAGE REIMB	204539	252.31
				DEPARTMENT 1220 CITY ADMINISTRATOR TOTAL:		252.31

PACKET : 07128 07129 07130
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
01-03124	AMERICAN LEGAL PUBLISHI					
		I-37531	101-41410-42800	RECODIFY CITY S-7 SUPPLEMENT PAGES	204508	188.89
				DEPARTMENT 1410 ATTORNEY'S OFFICE TOTAL:		188.89

PACKET : 07128 07129 07130
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
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00114702-00	101-41440-42231	EMPLOYEE PHYS DRUG SCREENINGS,PHYSICALS	204511	1,720.00
		I-00115224-00	101-41440-42231	EMPLOYEE PHYS DRUG SCREENINGS,PHYSICALS	204511	1,211.00
01-05861	SAFETY BENEFITS INC					
		I-2980	101-41440-42980	SAFETY COMMIT ZARD,THURMAN SAFETY CONF REG	204603	150.00
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	3,081.00

PACKET : 07128 07129 07130
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1460 INSURANCE & BONDS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02488	CLAIMS ASSOCIATES INC					
		I-11202024	101-41460-42110	LIABILITY, PR CLAIM #GC24.120328	204525	1,932.05
				DEPARTMENT 1460 INSURANCE & BONDS	TOTAL:	1,932.05

PACKET : 07128 07129 07130
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
01-02880	THUNE TRUE VALUE & APPL					
		I-A583103	101-41920-42620	SUPPLIES-CITY KEYS	204619	8.97
01-08281	VESTIS					
		I-6380240249	101-41920-42520	REPAIR-CITY H MAT CLEANING	204627	66.84
				DEPARTMENT 1920 MUNICIPAL BUILDINGS TOTAL:		75.81

PACKET : 07128 07129 07130
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-2279-8854	101-41935-42615	POSTAGE	POSTAGE 11.01-15.2024	204597	414.29
		I-610571	101-41935-42615	POSTAGE	FLATS POSTAGE 11.01-15.2024	204597	8.64
01-03678	INTERSTATE OFFICE PRODU						
		I-01EE6965	101-41935-42640	COPY MACHINE	COPY PAPER	204560	218.10
01-05195	A & B BUSINESS SOLUTION						
		I-IN1201255	101-41935-42250	MANAGED PRINT	CT 9857-01 CONTRACT PAYMENT	204500	4,669.30
01-09044	INTELLIPRO SECURITY LLC						
		I-3871	101-41935-42645	COMPUTER HARD	REPLACE/UPGRADE OLD CAMERAS	204559	1,187.50
		I-4190	101-41935-43510	COMPUTER HARD	INSTALL SECURITY ICE ARENA	204559	3,845.00
01-09769	N-ABLE TECHNOLOGIES LTD						
		I-4011421	101-41935-42920	COMPUTER SOFT	OCT 2024 BACKUP & DATA RECOVRY	204585	174.87
					DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		10,517.70

PACKET : 07128 07129 07130
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-029499483	101-42110-42640	UNIFORM ALLOW SHIRTS	204545	105.74
		I-029544759	101-42110-42640	UNIFORM ALLOW PANTS	204545	61.71
		I-029548624	101-42110-42640	UNIFORM ALLOW COLLAR BRASS	204545	128.42
		I-029554964	101-42110-42640	UNIFORM ALLOW BELTS	204545	840.10
		I-029556500	101-42110-42640	UNIFORM ALLOW PANTS	204545	61.71
		I-029557567	101-42110-42640	UNIFORM ALLOW CHEVRON PINS	204545	20.21
01-01199	STURDEVANTS AUTO VALUE					
		I-815046695	101-42110-42500	REPAIR & MAIN FILTERS,BLOWER MOTOR,BATTERY	204613	212.81
01-01322	LARRY'S I-90 SERVICE IN					
		I-104792	101-42110-42500	REPAIR & MAIN MOUNT & BALANCE TIRES	204565	60.00
01-01518	VERIZON WIRELESS					
		I-9978093677	101-42110-42800	TELEPHONE ACCT #786752327-00002	204625	80.02
01-01532	FEDEX					
		I-8-673-43212	101-42110-42200	PROFESSIONAL SHIPPING CHARGES	204542	18.07
01-02684	STREICHER'S - MINNEAPOL					
		I-I1728941	101-42110-42640	UNIFORM ALLOW PATCHES	204612	35.97
01-03018	KONE					
		I-871510654	101-42110-42500	REPAIR & MAIN QUARTERLY ELEVATOR MAINTENANCE	204564	945.66
01-03518	HUNTER HEATING & COOLIN					
		I-319	101-42110-42500	REPAIR & MAIN QUARTERLY SERVICE & INSPECTION	204555	352.04
01-08281	VESTIS					
		I-6380241171	101-42110-42200	PROFESSIONAL MAT CLEANING	204627	64.77
01-09000	CASEY TEGETHOFF					
		I-11182024	101-42110-42700	TRAVEL, CONF INTERNAL AFFAIRS INVEST MEALS	204617	280.00

DEPARTMENT 2110 POLICE DEPARTMENT TOTAL: 3,267.23

PACKET : 07128 07129 07130
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
01-00145	AMERICAN GARAGE DOOR CO						
		I-M42768	101-42130-42500	REPAIRS	TRAFFIC GARAGE REMOTE	204507	58.41
01-00428	CARQUEST AUTO PARTS INC						
		I-4977-322691	101-42130-42600	SUPPLIES	GEAR OIL	204519	12.79
01-01830	NORTHWESTERN ENERGY						
		I-2576730-2.11.24	101-42130-42810	UTILITIES-TRA	N SANBORN AND 5TH AVE	204587	89.06
		I-2577687-3.11.24	101-42130-42810	UTILITIES-TRA	N SANBORN AND 7TH AVE	204587	67.98
		I-2577895-2.11.24	101-42130-42810	UTILITIES-TRA	710 N MINNESOTA ST	204587	12.52
		I-2578443-0.11.24	101-42130-42840	BUILDING UTIL	705 N CAPITAL ST	204587	222.23
		I-2579139-3.11.24	101-42130-42810	UTILITIES-TRA	901 N MINNESOTA ST	204587	13.20
		I-2579461-1.11.24	101-42130-42810	UTILITIES-TRA	N SANBORN AND 12TH AVE	204587	66.44
		I-2580311-5.11.24	101-42130-42810	UTILITIES-TRA	1204 N KIMBALL ST	204587	13.38
		I-2580312-3.11.24	101-42130-42810	UTILITIES-TRA	N MAIN AND 12TH AVE	204587	47.53
		I-2580491-5.11.24	101-42130-42810	UTILITIES-TRA	1403 N KIMBALL ST	204587	13.38
		I-2581249-6.11.24	101-42130-42520	EMERGENCY SIR	E GOLF COURSE SIREN	204587	26.06
		I-2581250-4.11.24	101-42130-42520	EMERGENCY SIR	800 W 8TH AVE	204587	24.85
		I-2581251-2.11.24	101-42130-42520	EMERGENCY SIR	1221 S MINNESOTA ST	204587	23.48
		I-2581252-0.11.24	101-42130-42520	EMERGENCY SIR	100 MATTIE ST	204587	29.31
		I-2581521-8.11.24	101-42130-42810	UTILITIES-TRA	W HAVENS AND OHLMAN	204587	110.73
		I-2582741-1.11.24	101-42130-42835	UTILITIES-STR	I 90 AND OHLMAN	204587	632.13
		I-2583138-9.11.24	101-42130-42810	UTILITIES-TRA	W UNIV AND NORWAY	204587	13.88
		I-2583139-7.11.24	101-42130-42810	UTILITIES-TRA	1309 W UNIVERSITY AVE	204587	13.70
		I-2583145-4.11.24	101-42130-42810	UTILITIES-TRA	1522 W UNIVERSITY AVE	204587	13.20
		I-2583147-0.11.24	101-42130-42810	UTILITIES-TRA	310 W NORWAY	204587	13.88
		I-2583319-5.11.24	101-42130-42810	UTILITIES-TRA	HAVENS AND MINN ST	204587	91.83
		I-2583840-0.11.24	101-42130-42810	UTILITIES-TRA	S SANBORN AND HAVEN ST	204587	132.08
		I-2719916-5.11.24	101-42130-42520	EMERGENCY SIR	CABELA AND SPRUCE EMERGENCY SI	204587	26.40
		I-2734281-5.11.24	101-42130-42520	EMERGENCY SIR	900 BLOCK OF E 11TH ST SIREN	204587	26.40
		I-2735044-6.11.24	101-42130-42835	UTILITIES-STR	801 N KIMBALL ST	204587	12.00
		I-2745956-9.11.24	101-42130-42520	EMERGENCY SIR	W END BOAT RAMP	204587	25.20
		I-2784889-4.11.24	101-42130-42810	UTILITIES-TRA	1120 W CEDAR	204587	13.36
		I-2784890-2.11.24	101-42130-42810	UTILITIES-TRA	1501 W CEDAR	204587	13.36
		I-2943370-3.11.24	101-42130-42810	UTILITIES-TRA	SPRUCE AND CABELA SR TRAFFIC S	204587	72.15
		I-3045379-9.11.24	101-42130-42810	UTILITIES-TRA	800 N CAPITAL	204587	12.85
		I-3045401-1.11.24	101-42130-42810	UTILITIES-TRA	921 N CAPITAL	204587	12.85
01-02880	THUNE TRUE VALUE & APPL						
		I-A582796	101-42130-42535	LIGHT MAINTEN	AIR DUSTER	204619	35.96
01-06045	TRAFFIC CONTROL CORPORA						
		I-154785	101-42130-42570	REPAIRS-TRAFF	MONITOR,BIU,FLASH TRANSFER	204623	3,094.50
		I-154961	101-42130-42570	REPAIRS-TRAFF	ACTUACTOR HARDWARE	204623	530.00

DEPARTMENT 2130 TRAFFIC DEPARTMENT TOTAL: 5,617.08

PACKET : 07128 07129 07130
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-1952492	101-42200-42600	SUPPLIES	AIR TANK,PRESSURE SWITCH	204599	73.78
01-01518	VERIZON WIRELESS						
		I-9978093677	101-42200-42800	TELEPHONE	ACCT #786752327-00002	204625	100.07
01-02051	MIDCONTINENT COMMUNICAT						
		I-02609470214379	101-42200-42810	UTILITIES	ACCT# 026094702	204576	8.50
01-03518	HUNTER HEATING & COOLIN						
		I-318	101-42200-42500	REPAIR & MAIN	CONDENSER FAN MOTOR	204555	1,042.14
		I-319	101-42200-42500	REPAIR & MAIN	QUARTERLY SERVICE & INSPECTION	204555	220.03
01-08594	MAKE IT MINE DESIGNS						
		I-37625	101-42200-42640	UNIFORMS	BARTELL EMBROIDERY FEE	204571	14.00
					DEPARTMENT 2200 FIRE DEPARTMENT	TOTAL:	1,458.52

PACKET : 07128 07129 07130
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
01-00262	GREAT WESTERN TIRE CO						
		I-1-648465	101-43100-42500	REPAIRS	STREET TRUCK TIRES	204548	4,650.15
01-00424	RUNNINGS SUPPLY INC						
		I-1953505	101-43100-42600	SUPPLIES	PRESSURE GAUGE	204599	7.99
		I-1954637	101-43100-42600	SUPPLIES	ENGINE OIL	204599	52.02
01-00428	CARQUEST AUTO PARTS INC						
		I-4977-322665	101-43100-42600	SUPPLIES	WIRE	204519	37.45
01-01199	STURDEVANTS AUTO VALUE						
		I-815046697	101-43100-42600	SUPPLIES	WIPER BLADES,BRAKE PARTS,SEALS	204613	445.49
01-01404	MITCHELL IRON & SUPPLY						
		I-84238	101-43100-42500	REPAIRS	GAS PUMP SEAL	204580	16.10
01-02679	MENARD'S INC						
		I-79000	101-43100-42600	SUPPLIES	GARBAGE BAGS,FILTERS,PAPERTOWE	204573	84.28
01-04626	LOCATORS AND SUPPLIES I						
		I-0317816-IN	101-43100-42600	SUPPLIES	DIAMOND BLADE MONSTER	204570	779.97
01-08130	C & B OPERATIONS LLC						
		I-13027014	101-43100-42500	REPAIRS	STARTER CIRCUIT RELAY	204518	33.37
01-08452	JEFF HURT						
		I-11182024	101-43100-42650	UNIFORMS	BOOTS, JEANS REIMBURSED	204556	209.76
01-10414	MIDWAY SERVICE dba VOLL						
		I-74593	101-43100-42600	SUPPLIES	DIESEL EXHAUST FLUID	204577	434.98

DEPARTMENT 3100 STREET DEPARTMENT TOTAL: 6,751.56

PACKET : 07128 07129 07130
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
01-00424	RUNNINGS SUPPLY INC					
		I-1949610	101-43110-42650	UNIFORMS THURMAN LOGOD SHIRTJAC	204599	49.99
01-02790	SUN GOLD SPORTS LLC					
		I-29667	101-43110-42650	UNIFORMS DAMMANN LOGOD SHIRTS	204616	245.00
01-03114	SUBWAY					
		I-2/A-663236	101-43110-42750	PLANNING COMM 11.12.24 PLANNING COMM MEALS	204615	44.95
01-03678	INTERSTATE OFFICE PRODU					
		I-01EE7014	101-43110-42600	SUPPLIES UNIBALL PENS	204560	20.88
01-10412	JON THURMAN					
		I-11222024	101-43110-42700	TRAVEL CONF D PIERRE SAFETY CONF MEALS REIMB	204620	28.00
				DEPARTMENT 3110 PUBLIC WORKS ADMIN TOTAL:		388.82

PACKET : 07128 07129 07130
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
01-01036	REXWINKEL CONCRETE INC.					
		I-24142	101-43120-43305	BIKE PATH CON SIDEWALK REMOVAL & INSTALLATN	204598	19,050.00
		I-24142	101-43120-42521	SIDEWALK CONS SIDEWALK REMOVAL & INSTALLATN	204598	3,575.00
		I-24142	101-43120-42521	SIDEWALK CONS SIDEWALK REMOVAL & INSTALLATN	204598	768.00
		I-24142	101-43120-42521	SIDEWALK CONS SIDEWALK REMOVAL & INSTALLATN	204598	3,805.00
01-03884	COMMERCIAL ASPHALT					
		I-2024-15 P.E. #2	101-43120-43300	STREET OVERLA 2024-15 P.E. #2	204528	18,910.00
01-04871	SD DEPT OF TRANSPORTATI					
		I-2021-1 P.E. #7	101-43120-43325	NORWAY/ROWLEY 2021-1 P.E. #7	204605	35.49
				DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		46,143.49

PACKET : 07128 07129 07130
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3150 STORM DRAINAGE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY						
		I-3288018-9.11.24	101-43150-42800	UTILITIES	CABELA DR	204587	28.11
01-08417	INFRASTRUCTURE DESIGN G						
		I-2021-25 P.E. #16	101-43150-43317	LIVESAY UTILI	2021-25 P.E. #16	204557	440.22
				DEPARTMENT 3150	STORM DRAINAGE	TOTAL:	468.33

PACKET : 07128 07129 07130
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
01-00210	BAILEY METAL FABRICATOR					
		I-63911	101-43700-42600	SUPPLIES & MA BLACK PIPE	204513	62.05
01-00436	CHS FARMERS ALLIANCE					
		I-IG0837	101-43700-42610	GAS & FUEL GOLF MAINT RUBY FIELDMASTER	204523	447.91
		I-IG0838	101-43700-42610	GAS & FUEL GOLF MAINT UNLEADED GAS	204523	189.04
01-00445	CITY OF MITCHELL					
		I-04.006500.00.11.24	101-43700-42830	UTILITIES-WAT COMMUNITY GARDEN	204524	310.44
01-00944	PLANNING & DEVELOPMENT					
		I-4371	101-43700-43300	IMPROVEMENTS MITCHELL CEMETERY GIS LAYER/WE	204595	28,500.00
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.11.24	101-43700-42800	UTILITIES 700 W 23RD AVE	204587	122.18
		I-2581641-4.11.24	101-43700-42800	UTILITIES W 23RD	204587	12.00
		I-2939180-2.11.24	101-43700-42800	UTILITIES 825 INDIAN VILLAG RD	204587	67.85
01-08281	VESTIS					
		I-6380238906	101-43700-42600	SUPPLIES & MA MAT CLEANING	204627	33.26
				DEPARTMENT 3700 CEMETERY	TOTAL:	29,744.73

PACKET : 07128 07129 07130
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 5500 LIBRARY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00891	EBSCO						
		I-1744597	101-45500-42692	PERIODICALS	PERIODICALS	204538	4,826.44
01-01015	INGRAM LIBRARY SERVICES						
		I-84498442	101-45500-43420	BOOKS	BOOKS	204558	644.38
		I-84520724	101-45500-43420	BOOKS	BOOKS	204558	332.73
		I-84577830	101-45500-43420	BOOKS	BOOKS	204558	323.49
		I-84620041	101-45500-43420	BOOKS	BOOKS	204558	111.56
		I-84658462	101-45500-43420	BOOKS	BOOKS	204558	215.93
		I-84794006	101-45500-43420	BOOKS	BOOKS	204558	112.77
		I-84803513	101-45500-43420	BOOKS	BOOKS	204558	72.90
01-01810	CENGAGE LEARNING INC/GA						
		I-85957079	101-45500-42693	E-BOOKS/AUDIO	DIGITAL HOSTING FEE	204520	50.00
01-02679	MENARD'S INC						
		I-79074	101-45500-42600	SUPPLIES & MA	RUBBER SEAL	204573	1.73
01-02811	JONES SUPPLIES						
		I-149298	101-45500-42600	SUPPLIES & MA	BATTERY	204563	14.30
01-02880	THUNE TRUE VALUE & APPL						
		C-A582438	101-45500-42600	SUPPLIES & MA	RETURNED VALVE	204619	14.49-
		I-B297534	101-45500-42600	SUPPLIES & MA	STRAIGHT VALVE	204619	11.99
		I-B297678	101-45500-42600	SUPPLIES & MA	VALVES	204619	2.50
01-06583	BAKER & TAYLOR						
		I-2038675029	101-45500-43420	BOOKS	CHILDREN'S BOOKS	204514	52.91
01-08281	VESTIS						
		I-6380238918	101-45500-42600	SUPPLIES & MA	MAT CLEANING	204627	61.48
01-09703	AMAZON CAPITAL SERVICES						
		I-1VM1-7R6X-CXHJ	101-45500-43421	AUDIO-VISUAL	BOOKS,GAMES	204506	262.12
		I-1WQX-Y3VR-CKQV	101-45500-43420	BOOKS	BOOK	204506	8.00

DEPARTMENT 5500 LIBRARY TOTAL: 7,090.74

FUND 101 GENERAL TOTAL: 117,954.99

PACKET : 07128 07129 07130
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
01-00130	DAVISON COUNTY TREASURE					
		I-1	201-45110-42600	SUPPLIES & MA FAIRGROUND RENTALS-P&R	204536	500.00
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-00520	HAWKINS INC					
		I-6913852	201-45110-42550	REPAIR & MAIN PUMP TUBE,PART	204550	2,236.24
	PROJ: J50-RM-EQUIP	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-EQUIPMENT		
01-02790	SUN GOLD SPORTS LLC					
		I-29719	201-45110-42600	SUPPLIES & MA P&R FOOTBALL SHIRTS	204616	225.00
	PROJ: J51-SM-EQUIP	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-EQUIPMENT		
				DEPARTMENT 5110 RECREATION & AQUATICS	TOTAL:	2,961.24

PACKET : 07128 07129 07130
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
01-00520	HAWKINS INC					
		I-6904037	201-45140-42602	CHEMICALS POOL CHEMICALS	204550	3,863.67
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR	CHEMICALS			
		I-6909819	201-45140-42602	CHEMICALS FILTER AID EP SP	204550	168.00
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR	CHEMICALS			
01-00752	MITCHELL PLUMBING & HEA					
		I-36483	201-45140-42500	REPAIR & MAIN RELIEF VALVE,TUBE,BUSHING	204581	284.15
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG	REPAIR/MAINT-PLUMBING			
01-01410	MITCHELL SCHOOL DISTRIC					
		I-2701763-1.10.24	201-45140-42800	UTILITIES 1301 N KIMBALL ST-CITY SHARE	204583	2,111.19
	PROJ: J09-ELE/GAS	REC CTR UTILITIES	UTILITIES-ELECTRIC/GAS			
01-01450	MUTH ELECTRIC INC					
		I-674626	201-45140-42500	REPAIR & MAIN REPLACE BOARD ON STEAMER	204584	244.13
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG	REPAIR/MAINT-ELECTRICAL			
01-01733	O'CONNOR COMPANY					
		I-139747-1	201-45140-42500	REPAIR & MAIN EXCISE TAX FOR INV 139747	204592	365.29
	PROJ: J06-RM-HVAC	REC CTR-GENERAL BLDG	REPAIR/MAINT-HVAC			
01-02567	S & M PRINTING INC					
		I-83406	201-45140-42600	SUPPLIES & MA DEC FLYERS,SHEETS	204601	50.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
01-02679	MENARD'S INC					
		I-79061A	201-45140-42600	SUPPLIES & MA AIR FILTERS,TILEX REMOVER	204573	56.51
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL			
01-02880	THUNE TRUE VALUE & APPL					
		I-A582390	201-45140-42600	SUPPLIES & MA BOX LEVEL	204619	35.99
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-EQUIPMENT			
		I-A582448	201-45140-42600	SUPPLIES & MA COVER	204619	5.99
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
		I-A582470	201-45140-42600	SUPPLIES & MA COVER,TRAY LINER	204619	4.48
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
		I-A582562	201-45140-42600	SUPPLIES & MA FILTERS	204619	55.93
	PROJ: J06-SM-HVAC	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-HVAC			
		I-D29715	201-45140-42600	SUPPLIES & MA GE WASHER,DELIVERY	204619	704.99
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-EQUIPMENT			
01-04293	JCL SOLUTIONS					
		I-1376757-1	201-45140-42600	SUPPLIES & MA SOLUTION LEVER,VALVE	204562	39.65
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL			
		I-1377990	201-45140-42600	SUPPLIES & MA SNO PLOW ICE MELT	204562	143.88
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL			
01-08594	MAKE IT MINE DESIGNS					

PACKET : 07128 07129 07130
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
01-08594	MAKE IT MINE DESIGNS continued					
		I-37588	201-45140-42650	UNIFORMS FOSNESS LOGOD SHIRTS	204571	203.75
	PROJ: J10-ADAM	REC CTR UNIFORMS		UNIFORMS-ADAM		
01-09494	SANFORD HEALTH MITCHELL					
		I-126	201-45140-42600	SUPPLIES & MA OCT 2024 COMMUNITY EVENTS	204604	120.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-1D9X-L4K3-F77X	201-45140-42600	SUPPLIES & MA SOAP DISPENSER	204506	52.80
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-1WLN-9DQ4-9D4C	201-45140-42600	SUPPLIES & MA WALL CALENDAR	204506	79.60
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
				DEPARTMENT 5140 RECREATION CENTER	TOTAL:	8,590.00

PACKET : 07128 07129 07130
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-2279-8854	201-45160-42600	SUPPLIES & MA POSTAGE 11.01-15.2024	204597	0.73
01-00424	RUNNINGS SUPPLY INC					
		I-1953488	201-45160-42600	SUPPLIES & MA DIESEL TREATMENT	204599	77.99
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-1953488	201-45160-42650	UNIFORMS SCHLIMGEN GLOVES	204599	15.94
		I-1953957	201-45160-42650	UNIFORMS TEGELS PANTS	204599	44.99
		I-1954056	201-45160-42600	SUPPLIES & MA STABILIZER	204599	23.98
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-00436	CHS FARMERS ALLIANCE					
		I-IG2337	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	204523	52.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IG2382	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	204523	78.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IG2423	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	204523	52.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-01199	STURDEVANTS AUTO VALUE					
		I-815045960	201-45160-42500	REPAIR & MAIN OIL FILTER	204613	7.93
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-815046777	201-45160-42500	REPAIR & MAIN BATTERY	204613	122.36
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2579141-9.11.24	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	204587	10,326.61
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
01-02480	SPN & ASSOCIATES					
		I-2023-19 P.E. #11	201-45160-43300	CAPITAL IMPRO 2023-19 P.E. #11	204611	850.58
01-02804	TMA STORES					
		I-105098	201-45160-42500	REPAIR & MAIN VALVE STEM,TIRE	204621	92.77
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-149454	201-45160-42600	SUPPLIES & MA ROLL TOWELS,HAND SOAP,WAX LNR	204563	270.61
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A582899	201-45160-42600	SUPPLIES & MA KEYS	204619	14.95
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-07911	JEREMY NIELSEN					
		I-11122024	201-45160-42650	UNIFORMS BOOTS REIMBURSED	204586	149.99
01-09703	AMAZON CAPITAL SERVICES					
		I-1TK6-6KGG-G7FM	201-45160-42600	SUPPLIES & MA CALCULATOR,MARKERS	204506	25.97
	PROJ: H13-42600	ARENA-SOUTH RINK		SUPPLIES-MAINTENANCE		

DEPARTMENT 5160 SPORTS COMPLEXES TOTAL: 12,207.40

PACKET : 07128 07129 07130
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
01-01117	FLEETPRIDE					
		I-121590785	201-45210-42500	REPAIR & MAIN LED MINIBAR	204544	372.84
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815045208	201-45210-42500	REPAIR & MAIN BATTERY	204613	106.14
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815045599	201-45210-42500	REPAIR & MAIN TOWER,SHROUD,MOTOR ASSMBLY	204613	167.68
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815045957	201-45210-42500	REPAIR & MAIN OIL FILTERS,SPARK PLUGS,AIR FL	204613	109.19
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815046812	201-45210-42500	REPAIR & MAIN HYDRAULIC, FUEL,OIL,AIR FILTER	204613	224.41
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815046869	201-45210-42500	REPAIR & MAIN MINIATURE LAMPS	204613	13.47
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2997129-8.11.24	201-45210-42800	UTILITIES 800 E 11TH AVE	204587	24.69
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-3975323-1.11.24	201-45210-42800	UTILITIES 502 S LAWLER ST	204587	74.96
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-02679	MENARD'S INC					
		I-78542	201-45210-42600	SUPPLIES & MA MALE ADAPTOR,PRIMER/CLEANER	204573	18.44
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-78669	201-45210-42600	SUPPLIES & MA LANDSCAPE BLOCKS	204573	30.45
	PROJ: H61-42600	PIONEER PARK		SUPPLIES/MATERIALS		
01-02811	JONES SUPPLIES					
		I-149497	201-45210-42600	SUPPLIES & MA ROLL TOWELS,BLACK LINERS	204563	81.42
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		

DEPARTMENT 5210 PARKS TOTAL: 1,223.69

FUND 201 PARK FUND TOTAL: 24,982.33

PACKET : 07128 07129 07130
VENDOR SET: Mult
FUND : 202 CORN PALACE FUND
DEPARTMENT: 5650 CORN PALACE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1949809	202-45650-42600	SUPPLIES & MA KEROSENE,GLOVES	204599	68.98
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-01018	AUTOMATIC BUILDING CONT					
		I-240027	202-45650-42500	REPAIRS & MAI ANNUAL FIRE ALARM INSPECTION	204510	1,039.00
01-01497	GRAINGER					
		I-9313655020	202-45650-42600	SUPPLIES & MA CFL BALLAST	204547	38.12
01-01830	NORTHWESTERN ENERGY					
		I-4153312-6.11.24	202-45650-42800	UTILITIES 614 N LAWLER ST	204587	18.51
01-02560	PEPSI COLA COMPANY					
		I-97808040	202-45650-42610	COST OF GOODS BUBBLRS,PEPSI,MT DEW	204594	526.60
01-02811	JONES SUPPLIES					
		I-149383	202-45650-42600	SUPPLIES & MA NAPKINS,GLOVES,LINERS	204563	128.43
		I-149384	202-45650-42600	SUPPLIES & MA ROLL TOWELS,T-TISSUE	204563	70.64
		I-149481	202-45650-42600	SUPPLIES & MA T-TISSUE,BLEACH	204563	62.91
01-03700	CORE-MARK MIDCONTINENT					
		C-1884308	202-45650-42610	COST OF GOODS RETURNED TOOSTIE ROLLS	204530	206.88-
		I-1879328	202-45650-42610	COST OF GOODS CHIPS,MUSTARD,KETCHUP,BUNS	204530	1,607.66
		I-1879329-72	202-45650-42610	COST OF GOODS CANDY,POPCORN BAGS	204530	1,762.08
		I-1889436	202-45650-42610	COST OF GOODS BROWN SUGAR,MARGARINE,CHEESE,S	204530	3,173.86
01-04352	UPS STORE #4227					
		I-09262024	202-45650-42660	SHIPPING/POST SHIPPING CHARGES	204624	217.80
		I-11182024	202-45650-42660	SHIPPING/POST SHIPPING CHARGES	204624	22.10
		I-111824	202-45650-42660	SHIPPING/POST SHIPPING CHARGES	204624	71.30
		I-11212024	202-45650-42660	SHIPPING/POST SHIPPING CHARGES	204624	162.98
01-07344	CHESTERMAN COMPANY					
		I-11632852	202-45650-42610	COST OF GOODS POWERADES,BIBS,CUPS,LIDS	204521	988.50
01-08281	VESTIS					
		I-6380240248	202-45650-42500	REPAIRS & MAI MAT CLEANING	204627	40.66
01-09703	AMAZON CAPITAL SERVICES					
		I-1PMV-TLC4-FTTJ	202-45650-42600	SUPPLIES & MA GLASS JARS WITH LIDS	204506	29.05
01-10254	LEIGHTON FAMILY FARMS					
		I-1176	202-45650-42610	COST OF GOODS POPCORN	204567	700.00
01-10425	ETIX INC					
		I-CP103124	202-45650-42900	TICKETING FEE TICKETING FEE	204541	340.10

DEPARTMENT 5650 CORN PALACE TOTAL: 10,862.40

FUND 202 CORN PALACE FUND TOTAL: 10,862.40

PACKET : 07128 07129 07130
VENDOR SET: Mult
FUND : 203 LAKE MITCHELL
DEPARTMENT: 5220 LAKE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07801	SOUKUP CONSTRUCTION INC					
		I-2023-3 P.E. #3	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #3	204609	19,975.05
				DEPARTMENT 5220 LAKE TOTAL:		19,975.05
				FUND 203 LAKE MITCHELL TOTAL:		19,975.05

PACKET : 07128 07129 07130
VENDOR SET: Mult
FUND : 209 BUSINESS IMPROV DIST #4
DEPARTMENT: 6530 BUSINESS IMPROV #4 BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02301	SD REDBOOK FUND					
		I-3775	209-46530-42920	SPORTS AUTHOR SD FIRE INSTRCTR SOCIETY 1.4&5	204607	4,210.00
01-03477	SD MUSIC EDUCATION ASSO					
		I-3773	209-46530-42920	SPORTS AUTHOR SD MIDDLE SCHOOL ALL STATE BND	204606	1,000.00
01-03984	MHS/MCTEA ROBOTICS					
		I-3782	209-46530-42920	SPORTS AUTHOR PC ROBOT RUMBLE 12.2024	204574	1,500.00
01-10290	DAKOTA RIPTIDE					
		I-3772	209-46530-42920	SPORTS AUTHOR DAKOTA RIPTIDE MEETS DEC & JAN	204534	5,000.00

DEPARTMENT 6530 BUSINESS IMPROV #4 TOTAL: 11,710.00

FUND 209 BUSINESS IMPROV DIST #4 TOTAL: 11,710.00

PACKET : 07128 07129 07130
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
01-01853	SECRETARY OF STATE						
		I-11212024	214-43500-42200	PROFESSIONAL	FARLEY NOTARY FEE	204608	30.00
01-02790	SUN GOLD SPORTS LLC						
		I-29702	214-43500-42650	UNIFORMS	NIEHOFF LOGO ON JACKET	204616	8.00
		I-30015	214-43500-42650	UNIFORMS	NIEHOFF EMBROIDERY FEE	204616	16.00
01-03518	HUNTER HEATING & COOLIN						
		I-319	214-43500-42910	SERVICE CONTR	QUARTERLY SERVICE & INSPECTION	204555	88.01
01-03930	ACRISURE MIDWEST PARTNE						
		I-4530	214-43500-42200	PROFESSIONAL	FARLEY NOTARY BOND	204502	50.00
01-09703	AMAZON CAPITAL SERVICES						
		I-1RVT-P1GT-CLG3	214-43500-42694	COMPUTER HARD	LOGOD POLOS,KEYBOARD	204506	89.97
		I-1RVT-P1GT-CLG3	214-43500-42650	UNIFORMS	LOGOD POLOS,KEYBOARD	204506	49.98

DEPARTMENT 3500 E-911 TOTAL: 331.96

FUND 214 E-911 EMERGENCY TOTAL: 331.96

PACKET : 07128 07129 07130
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
01-00145	AMERICAN GARAGE DOOR CO					
		I-M42298	218-45150-42605	SUPPLIES-NONT WASH BAY DOOR REPAIRS	204507	244.90
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
01-01199	STURDEVANTS AUTO VALUE					
		I-815045206	218-45150-42500	REPAIR AND MA INSULATOR,CLAMP,OIL,BRAKES	204613	250.33
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815045602	218-45150-42500	REPAIR AND MA OIL FILTERS,HALOGEN LIGHTS,AIR	204613	51.41
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815046696	218-45150-42500	REPAIR AND MA BEARING,GREASE,AIR FILTERS,OIL	204613	114.07
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01457	MIDWEST FIRE & SAFETY					
		I-30003242	218-45150-42500	REPAIR AND MA FIRE EXTINGUISHER INSPECTION	204578	598.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-02679	MENARD'S INC					
		I-79311	218-45150-42500	REPAIR AND MA TARP STRAPS	204573	9.96
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-07717	VERN EIDE FORD					
		I-25044724	218-45150-42500	REPAIR AND MA SPINDLE	204626	558.33
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-09044	INTELLIPRO SECURITY LLC					
		I-4191	218-45150-43411	COMPUTER HARD PALACE TRANSIT SECURITY INSTAL	204559	5,993.00
	PROJ: E01-GAMAINT	5311-FY18/19		Garage Maintenance		
01-10554	MIDWEST OIL COMPANY					
		I-1031618	218-45150-42610	GAS OIL TIRES VP SYN DEXOS DRUM	204579	922.28
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
				DEPARTMENT 5150 PALACE TRANSIT	TOTAL:	8,742.28

PACKET : 07128 07129 07130
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-240202	218-45180-42500	REPAIR & MAIN ANNUAL FIRE ALARM INSPECTION	204510	716.00
				DEPARTMENT 5180 JVCC	TOTAL:	716.00
				FUND 218 COMMUNITY SERVICES	TOTAL:	9,458.28

PACKET : 07128 07129 07130
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
01-01199	STURDEVANTS AUTO VALUE					
		I-815045206	219-45140-42500	REPAIR & MAIN INSULATOR,CLAMP,OIL,BRAKES	204613	6.49
01-02679	MENARD'S INC					
		I-79311	219-45140-42600	SUPPLIES & MA TARP STRAPS	204573	14.99
01-09069	BIG DADDY D'S INC					
		I-947	219-45140-42911	CONTRACT SERV SR MEALS 11.04-08.2024	204515	2,325.30
		I-948	219-45140-42911	CONTRACT SERV SR MEALS 11.12-15.2024	204515	2,035.50
01-09403	TRADITIONS PREPARED MEA					
		I-INV2260004908	219-45140-42911	CONTRACT SERV FROZEN MEALS	204622	3,744.57
				DEPARTMENT 5140 NUTRITION	TOTAL:	8,126.85
				FUND 219 NUTRITION	TOTAL:	8,126.85

PACKET : 07128 07129 07130
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-1957107	230-43500-42500	REPAIR & MAIN HOSE CLAMPS,FITTINGS	204599	18.26
01-00436	CHS FARMERS ALLIANCE					
		I-IG0842	230-43500-42610	GAS & OIL AIRPORT RUBY FIELDMASTER	204523	193.52
01-01199	STURDEVANTS AUTO VALUE					
		I-815046612	230-43500-42500	REPAIR & MAIN PRIMEGUARD	204613	25.16
				DEPARTMENT 3500 AIRPORT	TOTAL:	236.94
				FUND 230 AIRPORT	TOTAL:	236.94

PACKET : 07128 07129 07130
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-1953036	602-43330-42600	SUPPLIES & MA TRASH BAGS,SOCKETS	204599	12.38
		I-1953801	602-43330-42600	SUPPLIES & MA SHOP TOWELS,GASKET FITTINGS	204599	17.98
01-04138	THE OFFICE ADVANTAGE					
		I-IN75595	602-43330-42600	SUPPLIES & MA BLACK TONER	204593	241.98
01-07598	AQUA-PURE INC					
		I-MITSD2410	602-43330-42620	CHEMICAL SERV SODIUM TRIPOLYPHOSPHATE	204509	3,375.00
				DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL:		3,647.34

PACKET : 07128 07129 07130
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT						
		I-2279-8854	602-43340-42660	POSTAGE	POSTAGE 11.01-15.2024	204597	1,793.13
01-00424	RUNNINGS SUPPLY INC						
		I-1954375	602-43340-42600	SUPPLIES & MA	GENERATOR,ANCHOR FLIP	204599	855.57
01-00469	GEOTEK ENGINEERING & TE						
		I-2020-20 P.E. #11	602-43340-43355	ABOVE GROUND	2020-20 P.E. #11	204546	4,884.00
01-00786	SOUTH DAKOTA 811						
		I-SD24-03197	602-43340-42200	LOCATES	OCT 2024 MESSAGING FEES	204610	182.18
01-01830	NORTHWESTERN ENERGY						
		I-2576810-2.11.24	602-43340-42800	UTILITIES	1224 1/2 W 5TH AVE	204587	212.39
		I-2941237-6.11.24	602-43340-42800	UTILITIES	1416 E SPRUCE ST	204587	22.45
01-01964	DAKOTA SUPPLY GROUP						
		I-S104258197.001	602-43340-42600	SUPPLIES & MA	MUNICIPEX,ACCT 700	204535	199.88
01-02143	HDR ENGINEERING INC						
		I-2022-22 P.E. #16	602-43340-42225	PROFESSIONAL	2022-22 P.E. #16	204551	498.75
01-02470	CORE & MAIN LP						
		I-V912599	602-43340-43312	VALVE REPLACE	R/W VALVES	204529	10,625.00
		I-V942675	602-43340-43312	VALVE REPLACE	VALVE BOXES,ADAPTORS	204529	3,299.82
		I-V950981	602-43340-43312	VALVE REPLACE	BOLT COUPLING	204529	4,766.96
		I-V953046	602-43340-42600	SUPPLIES & MA	POLYWRAP BLK 10-12 DIP	204529	286.00
01-02480	SPN & ASSOCIATES						
		I-2021-3 P.E. #26	602-43340-43358	PAINT WEST WT	2021-3 P.E. #26	204611	300.00
		I-2021-45 P.E. #41	602-43340-43333	HIGHWAY 37 WA	2021-45 P.E. #41	204611	4,773.17
01-03576	MICHELS ROAD & STONE IN						
		I-2021-45 P.E. #4	602-43340-43333	HIGHWAY 37 WA	2021-45 P.E. #4	204575	37,760.05
01-06656	PREMIER PEST CONTROL LL						
		I-53192	602-43340-42600	SUPPLIES & MA	NOV 2024 PEST CONTROL	204596	75.00
01-08417	INFRASTRUCTURE DESIGN G						
		I-2020-20 P.E #49	602-43340-43355	ABOVE GROUND	2020-20 P.E. #49	204557	1,548.05
		I-2020-20 P.E. #48	602-43340-43355	ABOVE GROUND	2020-20 P.E. #48	204557	14,111.84
		I-2021-25 P.E. #16	602-43340-43326	LIVESAY UTILI	2021-25 P.E. #16	204557	30.36
01-08466	CHR SOLUTIONS INC						
		I-769375	602-43340-42660	POSTAGE	OCT 2024 BILLING,MAILINGS	204522	879.07
		I-769375	602-43340-42910	BILLING OFFIC	OCT 2024 BILLING,MAILINGS	204522	395.03
01-09439	ADVANCED ENGINEERING AN						
		I-2024-37 P.E. #5	602-43340-42225	PROFESSIONAL	2024-37 P.E. #5	204504	1,353.00

DEPARTMENT 3340 WATER DISTRIBUTION TOTAL: 88,851.70

FUND 602 WATER TOTAL: 93,499.04

PACKET : 07128 07129 07130
VENDOR SET: Mult
FUND : 604 SEWER
DEPARTMENT: 3200 WASTE WATER TREATMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT						
		I-2279-8854	604-43200-42660	POSTAGE	POSTAGE 11.01-15.2024	204597	57.19
01-00424	RUNNINGS SUPPLY INC						
		I-1953855	604-43200-42650	UNIFORMS	DAVIS NON-LOGOD SHIRT	204599	39.98
01-00469	GEOTEK ENGINEERING & TE						
		I-2022-1 P.E. #2A	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #2A	204546	4,067.00
01-00525	DAKOTA PUMP LLC						
		I-18727	604-43200-42600	SUPPLIES	GAUGES	204533	205.80
01-00786	SOUTH DAKOTA 811						
		I-SD24-03197	604-43200-42200	PROFESSIONAL	OCT 2024 MESSAGING FEES	204610	182.17
01-01497	GRAINGER						
		I-9302930996	604-43200-42600	SUPPLIES	INCANDESCENT	204547	16.00
01-02143	HDR ENGINEERING INC						
		I-2022-1 P.E. #22	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #22	204551	107,154.04
01-02840	TESSIERS MECHANICAL CON						
		I-30003403	604-43200-42600	SUPPLIES	FURNISH FILTERS	204618	174.79
01-03014	ADVANCE AUTO PARTS						
		I-5761432320532	604-43200-42600	SUPPLIES	BATTERY	204503	150.34
01-03498	COLUMN SOFTWARE PBC						
		I-35882B15-0129	604-43200-42300	ADVERTISING	MITCHELL CW13 CATEX AMENDMENT	204527	42.56
01-03935	CUSTOM TOUCH HOMES LLC						
		I-2022-1 P.E. #1	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #1	204532	53,061.32
01-08466	CHR SOLUTIONS INC						
		I-769375	604-43200-42660	POSTAGE	OCT 2024 BILLING,MAILINGS	204522	879.06
01-08560	FIRST RATE EXCAVATE INC						
		I-2022-1 P.E. #1	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #1	204543	19,876.77

DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL: 185,907.02

PACKET : 07128 07129 07130
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
01-01830	NORTHWESTERN ENERGY						
		I-2572870-0.11.24	604-43250-42800	UTILITIES	1511 N COMMERCE	204587	77.30
		I-2582739-5.11.24	604-43250-42800	UTILITIES	1300 W NORWAY AVE	204587	253.31
		I-2809477-9.11.24	604-43250-42800	UTILITIES	1423 COUNTRY DR	204587	131.92
01-02143	HDR ENGINEERING INC						
		I-2022-22 P.E. #16	604-43250-42200	PROFESSIONAL	2022-22 P.E. #16	204551	498.75
01-02169	DUININCK INC - MN						
		I-1	604-43250-43336	LIVESAY UTILI	BAGS OF SEED FOR PROJECT	204537	300.00
01-02480	SPN & ASSOCIATES						
		I-2021-45 P.E. #42	604-43250-43348	HIGHWAY 37 UT	2021-45 P.E. #42	204611	8,329.86
		I-2022-3 P.E. #17	604-43250-43347	23RD & OHLMAN	2022-3 P.E. #17	204611	283.75
		I-2023-16 P.E. #16	604-43250-43350	S HARMON/OHLM	2023-16 P.E. #16	204611	300.00
		I-2023-6 P.E. #17	604-43250-43349	N HARMON/AIRP	2023-6 P.E. #17	204611	34,631.71
01-03495	HALME INC						
		I-2023-6 P.E. #2	604-43250-43349	N HARMON/AIRP	2023-6 P.E. #2	204549	491,383.04
01-03576	MICHELS ROAD & STONE IN						
		I-2021-45 P.E. #4	604-43250-43348	HIGHWAY 37 UT	2021-45 P.E. #4	204575	4,605.75
01-04858	ALIGNMENT X-PERTS, INC.						
		I-59775	604-43250-42500	REPAIRS	TIE ROD ENDS	204505	622.99
01-06656	PREMIER PEST CONTROL LL						
		I-53194	604-43250-42600	SUPPLIES	NOV 2024 PEST CONTROL	204596	75.00
01-07880	COLONIAL RESEARCH						
		I-152978	604-43250-42600	SUPPLIES	CITRA BURST	204526	269.90
01-08417	INFRASTRUCTURE DESIGN G						
		I-2021-25 P.E. #16	604-43250-43336	LIVESAY UTILI	2021-25 P.E. #16	204557	288.42
01-08466	CHR SOLUTIONS INC						
		I-769375	604-43250-42910	BILLING OFFIC	OCT 2024 BILLING,MAILINGS	204522	395.03

DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL: 542,446.73

FUND 604 SEWER TOTAL: 728,353.75

PACKET : 07128 07129 07130
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3220 RECYCLING PROGRAM BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00281	HELMS AND ASSOCIATES						
		I-2021-30 P.E. #24	612-43220-43200	BUILDINGS	2021-30 P.E. #24	204552	5,495.02
01-01117	FLEETPRIDE						
		I-120945384	612-43220-42600	SUPPLIES	STRAIGHT,RUBBER MUD FLAP	204544	73.14
01-01199	STURDEVANTS AUTO VALUE						
		I-815046104	612-43220-42600	SUPPLIES	BATTERY	204613	151.00
01-01830	NORTHWESTERN ENERGY						
		I-3750165-7.11.24	612-43220-42800	UTILITIES	2801 E HAVENS ST	204587	213.61
01-03662	WS CONSTRUCTION MANAGEM						
		I-2021-30 P.E. #5	612-43220-43200	BUILDINGS	2021-30 P.E. #5	204628	603,868.38
					DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	609,801.15

PACKET : 07128 07129 07130
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-2279-8854	612-43230-42660	POSTAGE	POSTAGE 11.01-15.2024	204597	41.86
01-00424	RUNNINGS SUPPLY INC						
		I-1956025	612-43230-42650	UNIFORMS	SIPES GLOVES	204599	27.87
01-08466	CHR SOLUTIONS INC						
		I-769375	612-43230-42660	POSTAGE	OCT 2024 BILLING,MAILINGS	204522	879.06
		I-769375	612-43230-42910	BILLING OFFIC	OCT 2024 BILLING,MAILINGS	204522	395.03
					DEPARTMENT 3230 WASTE COLLECTION	TOTAL:	1,343.82

PACKET : 07128 07129 07130
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
01-00145	AMERICAN GARAGE DOOR CO						
		I-M42843	612-43240-42500	REPAIR AND MA	LANDFILL COLD STORAGE REPAIR	204507	169.39
01-00356	QUALIFIED PRESORT						
		I-2279-8854	612-43240-42600	SUPPLIES	POSTAGE 11.01-15.2024	204597	45.43
01-00424	RUNNINGS SUPPLY INC						
		I-1949564	612-43240-42600	SUPPLIES	LUBRICANT,HOSE BARB,VALVE,PLIE	204599	56.44
01-01117	FLEETPRIDE						
		I-121538891	612-43240-42600	SUPPLIES	CLAMP,HEATER HOSE	204544	35.40
01-01199	STURDEVANTS AUTO VALUE						
		I-815046698	612-43240-42600	SUPPLIES	TUFF RUBBER	204613	32.99
01-01239	BUTLER MACHINERY INC						
		I-04PS0780703	612-43240-42600	SUPPLIES	END BITS	204517	301.06
01-02679	MENARD'S INC						
		I-78627	612-43240-42600	SUPPLIES	CARTRIDGE FILTER,CAR SCENTS,GR	204573	46.08
01-03099	LAWSON PRODUCTS INC						
		I-9311993730	612-43240-42600	SUPPLIES	PLOW BOLTS,HEX NUTS	204566	437.51
01-10414	MIDWAY SERVICE dba VOLL						
		I-74593	612-43240-42600	SUPPLIES	DIESEL EXHAUST FLUID	204577	473.22
01-10469	SABER SHRED SOLUTIONS,						
		I-13249	612-43240-42500	REPAIR AND MA	LOAD SCRAP TIRES	204602	7,726.80

DEPARTMENT 3240 LANDFILL TOTAL: 9,324.32

FUND 612 SANITATION TOTAL: 620,469.29

PACKET : 07128 07129 07130
VENDOR SET: Mult
FUND : 614 GOLF COURSE
DEPARTMENT: 5250 GOLF COURSE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE						
		I-IG0836	614-45250-42610	GAS & FUEL	LAKEVIEW UNLEADED GAS	204523	215.50
		I-IG0837	614-45250-42610	GAS & FUEL	GOLF MAINT RUBY FIELDMASTER	204523	447.92
		I-IG0838	614-45250-42610	GAS & FUEL	GOLF MAINT UNLEADED GAS	204523	189.04
01-01054	JAMES VALLEY LANDSCAPE						
		I-1028485	614-45250-42500	REPAIR & MAIN	PULL WIRE	204561	150.00
01-01830	NORTHWESTERN ENERGY						
		I-2581639-8.11.24	614-45250-42800	UTILITIES	700 W 23RD AVE	204587	122.18
		I-2581643-0.11.24	614-45250-42800	UTILITIES	GOLF PUMP 100 H	204587	949.76
		I-2581875-8.11.24	614-45250-42800	UTILITIES	GOLF CLUB HOUSE	204587	289.48
		I-2581876-6.11.24	614-45250-42800	UTILITIES	GOLF CART SHED	204587	21.08
01-02051	MIDCONTINENT COMMUNICAT						
		I-02630670214379	614-45250-42800	UTILITIES	ACCT #026306702	204576	93.39
01-02169	DUININCK INC - MN						
		I-1	614-45250-42602	CHEMICALS	BAGS OF SEED FOR PROJECT	204537	540.50
		I-1	614-45250-42604	TREES & SOD	BAGS OF SEED FOR PROJECT	204537	1,367.50
01-02679	MENARD'S INC						
		I-79006	614-45250-42600	SUPPLIES & MA	AIR COMPRESSOR COUPLING	204573	29.78
01-02880	THUNE TRUE VALUE & APPL						
		I-A582614	614-45250-42600	SUPPLIES & MA	HARDWARE	204619	1.10
01-05099	EMME SAND & GRAVEL INC						
		I-11008	614-45250-42603	SAND/GOLF COU	TOP DRESSING SAND LOADS	204540	1,697.03
01-08130	C & B OPERATIONS LLC						
		I-13028910	614-45250-42600	SUPPLIES & MA	CLAMP,HOSE CLAMP,DRILL FILL	204518	76.68
01-08892	ERIC HIEB						
		I-11212024	614-45250-42200	GOLF PRO CONT	BASE CONTRACT 12.2024	204554	5,122.09
		I-112124	614-45250-42200	GOLF PRO CONT	CLOVER CC FEES 12.2024	204554	6,507.02

DEPARTMENT 5250 GOLF COURSE TOTAL: 17,820.05

FUND 614 GOLF COURSE TOTAL: 17,820.05

PACKET : 07128 07129 07130
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-0001404857	621-44600-42600	SUPPLIES	O2 CYLINDER FILLS	204501	393.56
01-01518	VERIZON WIRELESS						
		I-9978093677	621-44600-42800	UTILITIES	ACCT #786752327-00002	204625	120.06
01-02700	HENRY SCHEIN INC						
		I-25493232	621-44600-42600	SUPPLIES	SODIUM CHLORIDE,QUIKCLOT,GLOVE	204553	735.96
01-03478	AVERA QUEEN OF PEACE						
		I-09012024	621-44600-42600	SUPPLIES	SYRINGES,DRIP,MEDICATIONS	204512	87.33
		I-10012024	621-44600-42600	SUPPLIES	GRAVITY SET	204512	160.00
		I-11012024	621-44600-42600	SUPPLIES	AMBULANCE MEDICATIONS	204512	372.35
		I-11012024	621-44600-42600	SUPPLIES	AMBULANCE MEDICATIONS	204512	86.33
01-03518	HUNTER HEATING & COOLIN						
		I-319	621-44600-42500	REPAIRS & MAI	QUARTERLY SERVICE & INSPECTION	204555	220.02
01-03846	BOUND TREE MEDICAL LLC						
		I-85474403A	621-44600-42600	SUPPLIES	TRAINING TORSO	204516	2,026.99
01-08340	LEWIS FAMILY DRUG LLC						
		I-224867	621-44600-42600	SUPPLIES	NITROGYLCERIN	204568	37.49
01-08555	BRANDON MANCHESTER						
		I-11122024	621-44600-42700	TRAVEL, TRAIN	STATE EMS ROOMS REIMBURSED	204572	344.93

DEPARTMENT 4600 EMS TOTAL: 4,585.02

FUND 621 EMERGENCY MEDICAL SERVICETOTAL: 4,585.02

PACKET : 07128 07129 07130
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
01-03910	MITCHELL RODEO FOUNDATI						
		I-11202024	700-45300-42900	BID DEPOSITS	HYDRANT METER DEPOSIT REFUND	204582	2,000.00
		I-112024	700-45300-42900	BID DEPOSITS	HYDRANT METER REFUND 2	204582	2,000.00
				DEPARTMENT 5300	AGENCY FUNDS	TOTAL:	4,000.00
				FUND 700	AGENCY FUNDS	TOTAL:	4,000.00
						REPORT GRAND TOTAL:	1,671,365.95

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2024-2025	101-3699	REFUNDS AND REI*NON-EXPENS	500.00	83,000-	51,903.86				
	101-41110-42300	LEGAL PUBLICATIONS	447.23	13,000	2,098.97				
	101-41110-42600	SUPPLIES & MATERIALS	29.50	725	121.66				
	101-41220-42700	TRAVEL, CONF, DUES	252.31	5,500	847.41				
	101-41410-42800	RECODIFY CITY ORDINANCES	188.89	5,000	3,879.56				
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	2,931.00	35,115	1,647.18-	Y			
	101-41440-42980	SAFETY COMMITTEE	150.00	750	276.33				
	101-41460-42110	LIABILITY, PROPERTY INS &	1,932.05	203,000	9,590.29-	Y			
	101-41920-42520	REPAIR-CITY HALL	66.84	3,100	9,213.28-	Y			
	101-41920-42620	SUPPLIES-CITY HALL	8.97	2,000	1,102.75				
	101-41935-42250	MANAGED PRINT SERVICES	4,669.30	50,000	2,701.35				
	101-41935-42615	POSTAGE	422.93	7,000	685.88				
	101-41935-42640	COPY MACHINE SUPPLIES	218.10	2,600	350.58-	Y			
	101-41935-42645	COMPUTER HARDWARE	1,187.50	73,680	27,721.19				
	101-41935-42920	COMPUTER SOFTWARE	174.87	121,015	2,724.17				
	101-41935-43510	COMPUTER HARDWARE	3,845.00	41,000	17,137.44				
	101-42110-42200	PROFESSIONAL SERVICES	82.84	29,581	17,664.39				
	101-42110-42500	REPAIR & MAINTENANCE	1,570.51	21,369	12,869.02-	Y			
	101-42110-42640	UNIFORM ALLOWANCE	1,253.86	7,000	32,077.60-	Y			
	101-42110-42700	TRAVEL, CONF & DUES	280.00	10,000	1,211.49				
	101-42110-42800	TELEPHONE	80.02	16,000	4,229.84				
	101-42130-42500	REPAIRS	58.41	3,000	1,701.16-	Y			
	101-42130-42520	EMERGENCY SIREN UTILITIES	181.70	2,700	82.07-	Y			
	101-42130-42535	LIGHT MAINTENANCE	35.96	27,500	21,639.40				
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	3,624.50	0	116,800.07-	Y			
	101-42130-42600	SUPPLIES	12.79	3,300	266.48-	Y			
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	837.36	38,000	6,411.20				
	101-42130-42835	UTILITIES-STREET LIGHTS	644.13	253,000	19,952.21				
	101-42130-42840	BUILDING UTILITIES	222.23	7,000	3,105.16				
	101-42200-42500	REPAIR & MAINTENANCE	1,262.17	16,050	15,121.78-	Y			
	101-42200-42600	SUPPLIES	73.78	15,650	2,281.56-	Y			
	101-42200-42640	UNIFORMS	14.00	6,200	2,336.18				
	101-42200-42800	TELEPHONE	100.07	2,800	1,042.35				
	101-42200-42810	UTILITIES	8.50	46,000	9,202.03				
	101-43100-42500	REPAIRS	4,699.62	16,000	34,379.89-	Y			
	101-43100-42600	SUPPLIES	1,842.18	140,000	5,521.48				
	101-43100-42650	UNIFORMS	209.76	3,600	1,425.12				
	101-43110-42600	SUPPLIES	20.88	4,000	1,429.88				
	101-43110-42650	UNIFORMS	294.99	1,000	650.21				
	101-43110-42700	TRAVEL CONF DUES	28.00	5,000	240.05				
	101-43110-42750	PLANNING COMMISSION EXPENS	44.95	1,000	135.05				
	101-43120-42521	SIDEWALK CONSTRUCT	8,148.00	75,000	35,242.82				
	101-43120-43300	STREET OVERLAY MAINT	18,910.00	1,905,075	824,233.53				
	101-43120-43305	BIKE PATH CONSTRUCTION	19,050.00	175,000	155,950.00				
	101-43120-43325	NORWAY/ROWLEY SIDEWALK	35.49	377,300	376,326.06				

** 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
	101-43150-42800	UTILITIES	28.11	300	110.10-	Y			
	101-43150-43317	LIVESAY UTILITY IMPROVEMEN	440.22	288,324	282,549.90				
	101-43700-42600	SUPPLIES & MATERIALS	95.31	16,000	3,289.19				
	101-43700-42610	GAS & FUEL	636.95	8,000	578.11-	Y			
	101-43700-42800	UTILITIES	202.03	5,000	167.00				
	101-43700-42830	UTILITIES-WATER/SEWER	310.44	1,500	69.13-	Y			
	101-43700-43300	IMPROVEMENTS	28,500.00	28,500	0.00				
	101-45500-42600	SUPPLIES & MATERIALS	77.51	11,000	2,479.85				
	101-45500-42692	PERIODICALS	4,826.44	5,000	47.26-	Y			
	101-45500-42693	E-BOOKS/AUDIO BOOKS	50.00	21,650	2,815.48				
	101-45500-43420	BOOKS	1,874.67	47,000	13,322.07				
	101-45500-43421	AUDIO-VISUAL	262.12	4,000	1,212.78				
	201-45110-42550	REPAIR & MAINT-AQUATICS	2,236.24	9,000	395.83				
	201-45110-42600	SUPPLIES & MATERIALS	725.00	9,000	849.77				
	201-45140-42500	REPAIR & MAINTENANCE	893.57	32,872	70,596.17-	Y			
	201-45140-42600	SUPPLIES & MATERIALS	1,349.82	34,219	6,231.05				
	201-45140-42602	CHEMICALS	4,031.67	15,000	1,185.22-	Y			
	201-45140-42650	UNIFORMS	203.75	1,250	10.38				
	201-45140-42800	UTILITIES	2,111.19	174,300	34,107.17				
	201-45160-42500	REPAIR & MAINTENANCE	223.06	87,133	1,837.83-	Y			
	201-45160-42600	SUPPLIES & MATERIALS	414.23	55,147	14,630.73				
	201-45160-42610	GAS & FUEL	182.00	13,500	2,114.54				
	201-45160-42650	UNIFORMS	210.92	1,400	600.16				
	201-45160-42800	UTILITIES	10,326.61	150,220	25,818.75				
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	850.58	480,099	121,040.50				
	201-45210-42500	REPAIR & MAINTENANCE	993.73	41,150	8,929.57				
	201-45210-42600	SUPPLIES & MATERIALS	130.31	64,600	1,290.51-	Y			
	201-45210-42800	UTILITIES	99.65	60,000	6,191.17				
	202-45650-42500	REPAIRS & MAINTENANCE	1,079.66	72,530	4,203.46				
	202-45650-42600	SUPPLIES & MATERIALS	398.13	53,490	6,018.97				
	202-45650-42610	COST OF GOODS SOLD	8,551.82	182,000	29,735.80-	Y			
	202-45650-42660	SHIPPING/POSTAGE	474.18	3,000	1,977.66				
	202-45650-42800	UTILITIES	18.51	90,000	21,162.13				
	202-45650-42900	TICKETING FEES	340.10	5,760	1,833.06-	Y			
	203-45220-43300	LAKE IMPROVEMENTS	19,975.05	6,000,000	5,082,726.54				
	209-46530-42920	SPORTS AUTHORITY PROMO	11,710.00	100,000	360.00-	Y			
	214-43500-42200	PROFESSIONAL SERVICES	80.00	3,700	2,232.18				
	214-43500-42650	UNIFORMS	73.98	1,030	217.88				
	214-43500-42694	COMPUTER HARDWARE	89.97	1,960	1,676.08				
	214-43500-42910	SERVICE CONTRACTS	88.01	22,403	251.06				
	218-45150-42500	REPAIR AND MAINTENANCE	1,582.10	8,500	4,342.22-	Y			
	218-45150-42605	SUPPLIES-NONTRANSIT	244.90	0	3,574.42-	Y			
	218-45150-42610	GAS OIL TIRES	922.28	81,000	702.10				
	218-45150-43411	COMPUTER HARDWARE	5,993.00	55,400	14,338.07				
	218-45180-42500	REPAIR & MAINTENANCE	716.00	4,000	847.95				

** 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
	219-45140-42500	REPAIR & MAINTENANCE	6.49	150	138.22-	Y			
	219-45140-42600	SUPPLIES & MATERIALS	14.99	1,600	745.34				
	219-45140-42911	CONTRACT SERVICES-MEALS	8,105.37	188,431	5,096.89				
	230-43500-42500	REPAIR & MAINTENANCE	43.42	14,280	1,734.32				
	230-43500-42610	GAS & OIL	193.52	5,700	3,210.79				
	602-43330-42600	SUPPLIES & MATERIALS	272.34	17,500	7,995.54				
	602-43330-42620	CHEMICAL SERVICE CONTRACT	3,375.00	32,000	3,151.00				
	602-43340-42200	LOCATES	182.18	2,000	713.20				
	602-43340-42225	PROFESSIONAL SERVICES	1,851.75	125,000	247,779.40-	Y			
	602-43340-42600	SUPPLIES & MATERIALS	1,416.45	125,300	6,694.31				
	602-43340-42660	POSTAGE	2,672.20	10,000	1,146.39-	Y			
	602-43340-42800	UTILITIES	234.84	11,000	6,529.65				
	602-43340-42910	BILLING OFFICE	395.03	10,700	5,245.78				
	602-43340-43312	VALVE REPLACEMENT-CITY	18,691.78	75,000	12,258.18				
	602-43340-43326	LIVESAY UTILITIES	30.36	0	257.66-	Y			
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	42,533.22	1,499,685	1,107,425.67				
	602-43340-43355	ABOVE GROUND STORAGE	20,543.89	8,515,013	2,473,037.92				
	602-43340-43358	PAINT WEST WTR TOWER	300.00	250,784	99,804.84				
	604-43200-42200	PROFESSIONAL FEES	182.17	0	182.17-	Y			
	604-43200-42300	ADVERTISING	42.56	0	42.56-	Y			
	604-43200-42600	SUPPLIES	546.93	21,650	8,189.21-	Y			
	604-43200-42650	UNIFORMS	39.98	1,750	148.37				
	604-43200-42660	POSTAGE	936.25	9,000	430.34-	Y			
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	184,159.13	29,829,861	26,062,487.40				
	604-43250-42200	PROFESSIONAL SERVICES	498.75	165,000	46,398.00				
	604-43250-42500	REPAIRS	622.99	22,000	9,947.52-	Y			
	604-43250-42600	SUPPLIES	344.90	50,000	2,200.85				
	604-43250-42800	UTILITIES	462.53	51,000	18,201.01				
	604-43250-42910	BILLING OFFICE	395.03	8,000	2,545.76				
	604-43250-43336	LIVESAY UTILITIES	588.42	168,624	160,940.76				
	604-43250-43347	23RD & OHLMAN LIFT STATION	283.75	1,743,000	1,731,394.25				
	604-43250-43348	HIGHWAY 37 UTILITIES	12,935.61	1,595,000	1,464,071.42				
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	526,014.75	2,187,569	1,464,798.94				
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	300.00	1,373,000	1,347,837.00				
	612-43220-42600	SUPPLIES	224.14	19,000	10,392.46				
	612-43220-42800	UTILITIES	213.61	5,000	2,036.06				
	612-43220-43200	BUILDINGS	609,363.40	2,499,150	839,325.50				
	612-43230-42650	UNIFORMS	27.87	750	280.44				
	612-43230-42660	POSTAGE	920.92	8,000	1,374.24-	Y			
	612-43230-42910	BILLING OFFICE	395.03	8,000	2,545.78				
	612-43240-42500	REPAIR AND MAINTENANCE	7,896.19	32,000	7,193.10				
	612-43240-42600	SUPPLIES	1,428.13	55,000	20,804.83				
	614-45250-42200	GOLF PRO CONTRACT	11,629.11	66,525	29,971.10-	Y			
	614-45250-42500	REPAIR & MAINTENANCE	150.00	10,000	1,938.17				
	614-45250-42600	SUPPLIES & MATERIALS	107.56	25,400	172.08				

** 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
	614-45250-42602	CHEMICALS	540.50	25,000	84.41-	Y			
	614-45250-42603	SAND/GOLF COURSE	1,697.03	6,000	940.64				
	614-45250-42604	TREES & SOD	1,367.50	2,500	52.26				
	614-45250-42610	GAS & FUEL	852.46	15,000	1,858.59-	Y			
	614-45250-42800	UTILITIES	1,475.89	20,000	1,421.09				
	621-44600-42500	REPAIRS & MAINTENANCE	220.02	1,500	529.36				
	621-44600-42600	SUPPLIES	3,900.01	23,500	73,485.20-	Y			
	621-44600-42700	TRAVEL, TRAINING & CONFERE	344.93	11,165	1,106.82				
	621-44600-42800	UTILITIES	120.06	3,425	536.52				
	700-45300-42900	BID DEPOSITS	4,000.00	0	35,500.00-	Y			
	** 2024-2025 YEAR TOTALS **		1,671,365.95						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	500.00
101-1110	CITY COUNCIL	476.73
101-1220	CITY ADMINISTRATOR	252.31
101-1410	ATTORNEY'S OFFICE	188.89
101-1440	HUMAN RESOURCES	3,081.00
101-1460	INSURANCE & BONDS	1,932.05
101-1920	MUNICIPAL BUILDINGS	75.81
101-1935	INFORMATION TECHNOLOGY	10,517.70
101-2110	POLICE DEPARTMENT	3,267.23
101-2130	TRAFFIC DEPARTMENT	5,617.08
101-2200	FIRE DEPARTMENT	1,458.52
101-3100	STREET DEPARTMENT	6,751.56
101-3110	PUBLIC WORKS ADMIN	388.82
101-3120	STREET & SIDEWALK CONST	46,143.49
101-3150	STORM DRAINAGE	468.33
101-3700	CEMETERY	29,744.73
101-5500	LIBRARY	7,090.74
101 TOTAL	GENERAL	117,954.99

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
201-5110	RECREATION & AQUATICS	2,961.24
201-5140	RECREATION CENTER	8,590.00
201-5160	SPORTS COMPLEXES	12,207.40
201-5210	PARKS	1,223.69
201 TOTAL	PARK FUND	24,982.33
202-5650	CORN PALACE	10,862.40
202 TOTAL	CORN PALACE FUND	10,862.40
203-5220	LAKE	19,975.05
203 TOTAL	LAKE MITCHELL	19,975.05
209-6530	BUSINESS IMPROV #4	11,710.00
209 TOTAL	BUSINESS IMPROV DIST #4	11,710.00
214-3500	E-911	331.96
214 TOTAL	E-911 EMERGENCY	331.96
218-5150	PALACE TRANSIT	8,742.28
218-5180	JVCC	716.00
218 TOTAL	COMMUNITY SERVICES	9,458.28
219-5140	NUTRITION	8,126.85
219 TOTAL	NUTRITION	8,126.85
230-3500	AIRPORT	236.94
230 TOTAL	AIRPORT	236.94

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
602-3330	WATER TREATMENT PLANT	3,647.34
602-3340	WATER DISTRIBUTION	88,851.70
602 TOTAL	WATER	92,499.04
604-3200	WASTE WATER TREATMENT	185,907.02
604-3250	WASTE WATER COLLECTION	542,446.73
604 TOTAL	SEWER	728,353.75
612-3220	RECYCLING PROGRAM	609,801.15
612-3230	WASTE COLLECTION	1,343.82
612-3240	LANDFILL	9,324.32
612 TOTAL	SANITATION	620,469.29
614-5250	GOLF COURSE	17,820.05
614 TOTAL	GOLF COURSE	17,820.05
621-4600	EMS	4,585.02
621 TOTAL	EMERGENCY MEDICAL SERVICE	4,585.02
700-5300	AGENCY FUNDS	4,000.00
700 TOTAL	AGENCY FUNDS	4,000.00
	** TOTAL **	1,671,365.95

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
E01 5311-FY18/19	GAMAINT	Garage Maintenance	5,993.00
	GASUP	Garage Supplies	1,167.18
	MAINT	Maintenance/Repairs	1,582.10
		** PROJECT E01 TOTAL **	8,742.28
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	215.13
	42600	SUPPLIES/MAINTENANCE	101.97
	42610	GAS-FUEL	182.00
		** PROJECT H01 TOTAL **	499.10
H04 BASEBALL	42500	REPAIR/MAINTENANCE	7.93
	42600	SUPPLIES/MATERIALS	14.95
		** PROJECT H04 TOTAL **	22.88
H06 ARENA-NORTH RINK	42600	SUPPLIES-MATERIALS	270.61
	42800	UTILITIES	10,326.61
		** PROJECT H06 TOTAL **	10,597.22
H13 ARENA-SOUTH RINK	42600	SUPPLIES-MAINTENANCE	25.97
		** PROJECT H13 TOTAL **	25.97
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	993.73
		** PROJECT H50 TOTAL **	993.73
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	99.86
		** PROJECT H51 TOTAL **	99.86
H55 DRY RUN CREEK PARK	42800	UTILITIES	74.96
		** PROJECT H55 TOTAL **	74.96
H60 NORTHRIDGE PARK	42800	UTILITIES	24.69
		** PROJECT H60 TOTAL **	24.69
H61 PIONEER PARK	42600	SUPPLIES/MATERIALS	30.45
		** PROJECT H61 TOTAL **	30.45
J02 INDOOR AQUATIC CTR	CHEMICAL	CHEMICALS	4,031.67
		** PROJECT J02 TOTAL **	4,031.67
J06 REC CTR-GENERAL BLDG	RM-ELEC	REPAIR/MAINT-ELECTRICAL	244.13
	RM-HVAC	REPAIR/MAINT-HVAC	365.29

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
	RM-PLUMB	REPAIR/MAINT-PLUMBING	284.15
	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	740.98
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	180.47
	SM-HVAC	SUPPLIES/MATERIAL-HVAC	55.93
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	292.84
	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	79.60
		** PROJECT J06 TOTAL **	2,243.39
J09 REC CTR UTILITIES	ELE/GAS	UTILITIES-ELECTRIC/GAS	2,111.19
		** PROJECT J09 TOTAL **	2,111.19
J10 REC CTR UNIFORMS	ADAM	UNIFORMS-ADAM	203.75
		** PROJECT J10 TOTAL **	203.75
J50 OUTDOOR AQUATIC CENTER	RM-EQUIP	REPAIR/MAINT-EQUIPMENT	2,236.24
		** PROJECT J50 TOTAL **	2,236.24
J51 P&A YOUTH PROGRAMS	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	225.00
	SM-PROGR	SUPPLIES/MATERIAL-PROGRAMS	500.00
		** PROJECT J51 TOTAL **	725.00
X04 DECORATING	42600	SUPPLIES	68.98
		** PROJECT X04 TOTAL **	68.98

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:	December 2, 2024	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on the Following Alcohol License Applications		
Explanation/Background of Agenda Item Requested:	a. On the application of 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) All required documents have been submitted.		

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

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	December 2, 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 Application for Jesse's Place for Renewal of 2025 Wine License		
Explanation/Background of Agenda Item Requested:	Jesse's Place Video Lottery is not included All Required documents have been submitted.		

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:	December 2, 2024	**Requested By:**	CINDY ROTH
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve the Application of Keke Leiferman dba The Back 40 for a Special Event Liquor License located at the Area Community Theatre, 700 North Main on December 12, 2024 for Comedy Night		
Explanation/Background of Agenda Item Requested:			

Date Received _____
Date Issued _____

License No. RL-5353

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Keke Leiferman
1414 E. 14th AVE
Mitchell SD 57301

Owner's Telephone #: _____

B. Business Name and Address

The Back 40
511 N Main
Mitchell SD 57301

Business Telephone #: _____

Place of business is located in a municipality? [X] Yes [ ] No

County: _____

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

- [X] 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 Dec. 12th / Comedy night

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:

Area Community Theatre
700 N. Main St.

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 11-24-24 Print Name Keke Leiferman 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 The Book 40 LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 511 N. Main St. 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
Kole Leiferman		411 E. 10th AVE	owner / CEO

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

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location

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

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**

11-24-24

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:	December 2, 2024	**Requested By:**	Joe Schroeder

Desired Action of City Council:

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

101-43120-43312 - $318,000
Grant - $253,474.50
Local Cost - $63,451.14

Agenda Item:

Award Bid for West Harmon Bridge BIG Project #2023-23

Explanation/Background of Agenda Item Requested:

Bid Award for West End Bridge Preservation Grant, Project No. 2023-23

Bids were opened on November 20, 2024 in City Hall Council Chambers at 1:30 PM. Three bids were received with totals as follows:
SFC Civil Constructors - $208,978.80
BX Civil Construction, Inc. - $249,155.05
PCiRoads, LLC - $279,453.30
Engineer's Estimate - $194,687.10
Please see the attached bid tabulation for detailed information.
Jamie Van Zee, PE with Brosz Engineering has reviewed all submitted bid information and recommends awarding the project to SFC Civil Constructors.
Please see the attached recommendation of award letter from Brosz Engineering.
The bid award shall be contingent on approval from the South Dakota Department of Transportation (SD DOT).
Staff recommends awarding the project to SFC Civil Constructors contingent on approval from the SD DOT for a total cost of $208,978.80.
Grant Contingency

North Harmon Drive Bridge Preservation, BRF 3630(00)23-2, PCN 09GJ

Bid Tabs - 11/20/2024

Item No.	Description	Quantity	Unit	Engineers Estimate Unit Cost	Engineers Estimate Total Cost	BX Civil & Construction Unit Cost	BX Civil & Construction Total Cost	PCIRoads, LLC Unit Cost	PCIRoads, LLC Total Cost	SFC Civil Constructors Unit Cost	SFC Civil Constructors Total Cost
1	Mobilization	1	LS	$ 50,000.00	$ 50,000.00	$ 67,640.85	$ 67,640.85	$ 113,445.97	$ 113,445.97	$ 38,000.00	$ 38,000.00
2	Remove W Beam Guardrail for Reset	100.0	Ft	$ 10.00	$ 1,000.00	$ 15.00	$ 1,500.00	$ 5.00	$ 500.00	$ 4.80	$ 480.00
3	Incidental Work	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 1,800.00	$ 1,800.00	$ 2,500.00	$ 2,500.00
4	Reset W Beam Guardrail with Wood Posts	100.0	Ft	$ 40.00	$ 4,000.00	$ 100.00	$ 10,000.00	$ 69.50	$ 6,950.00	$ 42.00	$ 4,200.00
5	2.0"x2.0" Perforated Tube Post	22	Ft	$ 25.00	$ 550.00	$ 30.00	$ 660.00	$ 25.00	$ 550.00	$ 35.00	$ 770.00
6	Install State Furnished Signs	2	Each	$ 200.00	$ 400.00	$ 150.00	$ 300.00	$ 100.00	$ 200.00	$ 250.00	$ 500.00
7	Traffic Control Signs	137.0	SqFt	$ 5.00	$ 685.00	$ 12.00	$ 1,644.00	$ 10.00	$ 1,370.00	$ 15.00	$ 2,055.00
8	Traffic Control, Miscellaneous	1	LS	$ 7,500.00	$ 7,500.00	$ 15,000.00	$ 15,000.00	$ 11,000.00	$ 11,000.00	$ 18,250.00	$ 18,250.00
9	4" Temporary Pavement Marking Tape Type I	144	Ft	$ 2.00	$ 288.00	$ 3.00	$ 432.00	$ 2.50	$ 360.00	$ 5.00	$ 720.00
10	Portable Temporary Traffic Control Signal	2	Unit	$ 10,000.00	$ 20,000.00	$ 10,000.00	$ 20,000.00	$ 7,000.00	$ 14,000.00	$ 12,500.00	$ 25,000.00
11	Longitudinal Pedestrian Barricade	16	Ft	$ 14.00	$ 224.00	$ 6.00	$ 96.00	$ 5.00	$ 80.00	$ 8.00	$ 128.00
12	Incidental Work, Structure	1	LS	$ 10,000.00	$ 10,000.00	$ 30,000.00	$ 30,000.00	$ 42,162.00	$ 42,162.00	$ 25,200.00	$ 25,200.00
13	Repair Galvanized Coating	71	Each	$ 150.00	$ 10,650.00	$ 130.00	$ 9,230.00	$ 140.85	$ 10,000.35	$ 75.00	$ 5,325.00
14	Two Coat Bridge Deck Polymer Chip Seal	681.4	SqYd	$ 82.00	$ 55,874.80	$ 85.00	$ 57,919.00	$ 81.40	$ 55,465.96	$ 60.00	$ 40,884.00
15	Abrasive Blasting of Bridge Deck	681.4	SqYd	$ 12.00	$ 8,176.80	$ 12.00	$ 8,176.80	$ 5.00	$ 3,407.00	$ 22.00	$ 14,990.80
16	Bridge Deck Grinding	681.4	SqYd	$ 27.50	$ 18,738.50	$ 26.00	$ 17,716.40	$ 23.44	$ 15,972.02	$ 40.00	$ 27,256.00
17	Concrete Removal, Class A	2.0	SqYd	$ 200.00	$ 400.00	$ 450.00	$ 900.00	$ 295.00	$ 590.00	$ 150.00	$ 300.00
18	Concrete Removal, Class B	2.0	SqYd	$ 150.00	$ 300.00	$ 450.00	$ 900.00	$ 305.00	$ 610.00	$ 160.00	$ 320.00
19	Concrete Patching Material, Bridge Deck	6.0	CuFt	$ 150.00	$ 900.00	$ 340.00	$ 2,040.00	$ 165.00	$ 990.00	$ 350.00	$ 2,100.00
				TOTAL	**$ 194,687.10**	**TOTAL**	**$ 249,155.05**	**TOTAL**	**$ 279,453.30**	**TOTAL**	**$ 208,978.80**

I hereby certify that this is a true and correct tabulation of bids received for the
BRF 3630(00)23-2 PCN 09GJ, North Harmon Drive Bridge Preservation in City of Mitchell.

Signature Date 11/21/2024

Jamie Van Zee
Brosz Engineering, Inc.

November 21, 2024

Jordan Hanson, Mayor
City of Mitchell
612 North Main Street
Mitchell, SD 57301

RE: North Harmon Drive Bridge Preservation PCN 09GJ, City Project No. 2023-23

Dear Mayor Hanson:

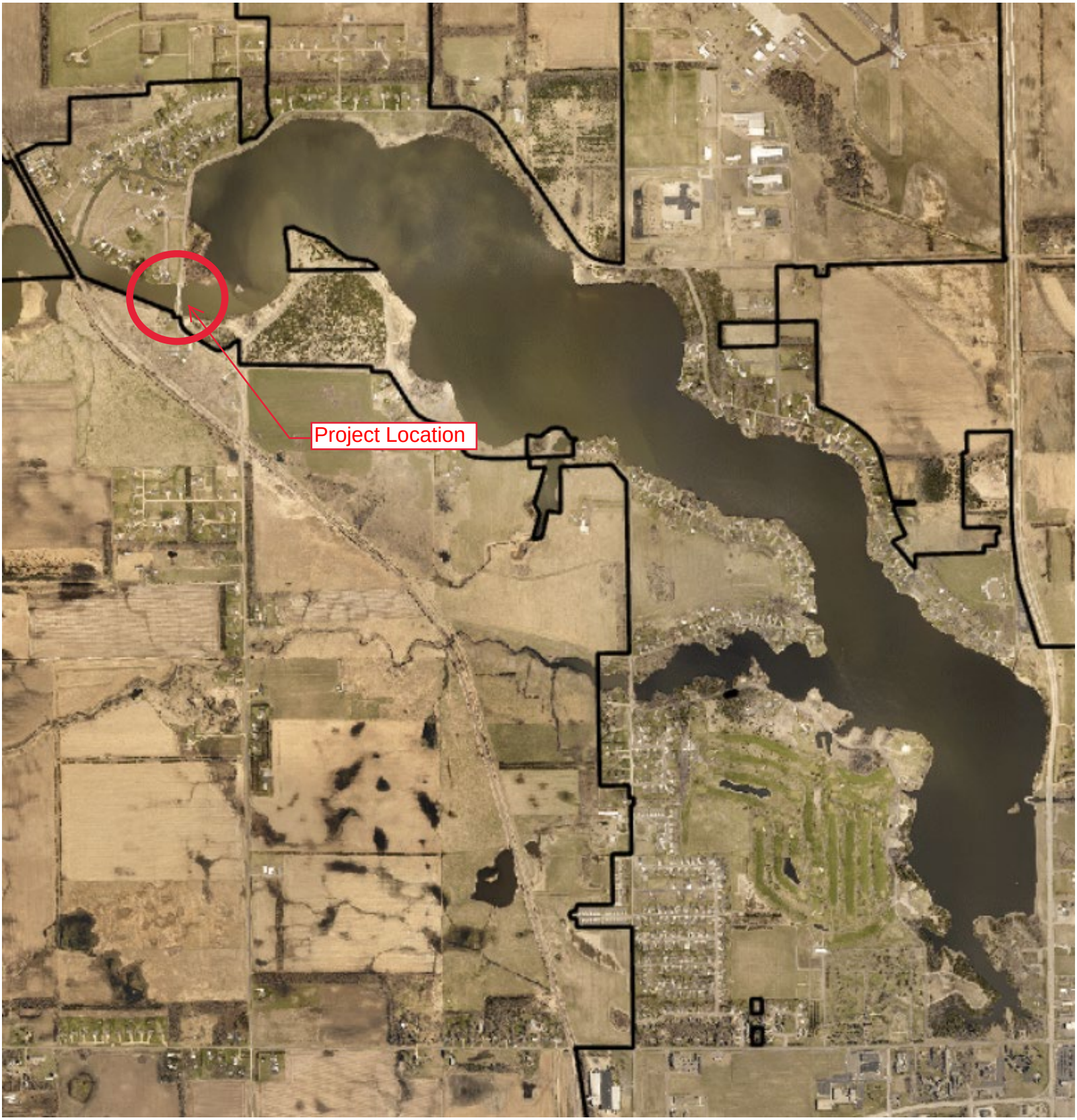
We have thoroughly reviewed all bids that were received for the North Harmon Drive Bridge Preservation on November 20, 2024. All submitted bids included the required documentation and are considered valid. The as-checked low bid, prepared by SFC Civil Constructors from Sioux Falls, SD, is responsive and acceptable.

We believe that the bids received by the City were competitive. It is our recommendation to approve the bidding and accept the low bid submitted by SFC Civil Constructors for a total contract value of $208,978.80. The low bid is 7% above the engineer's estimate. This is below the grant cap of $317,255.68. Award is contingent on SDDOT LGA approval of the proposed contract award.

Attached is the as-checked bid tabulation for the project. If you have any questions, do not hesitate to contact me at (605) 597-4700.

BROSZ ENGINEERING, INC.

Jamie Van Zee, PE
Project Engineer
o (605) 597-4700
c (605) 299-6206
e jamiev@broszengineering.com


Project Location

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: December 2, 2024 **Requested By:** Stephanie Ellwein

Desired Action of City Council: Action to Rename

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

Agenda Item: Action to Approve Request to Name Green Space to the South of Railroad & Main "Railroad Plaza"

Explanation/Background of Agenda Item Requested:

The City has received a request from Mitchell Main Street & Beyond to name the green space located south of the Railroad & Main intersection as Railroad Plaza. By naming the new green space it will help when events are scheduled in the plaza, and will create a "book-end" for main street; with the Corn Palace Plaza on the north end of Main Street, and the Railroad Plaza on the south end of main street. Naming the green space "Railroad Plaza" also fits the redevelopment of the area with recent improvements made to the Depot and the addition of the Palace City Brewery.

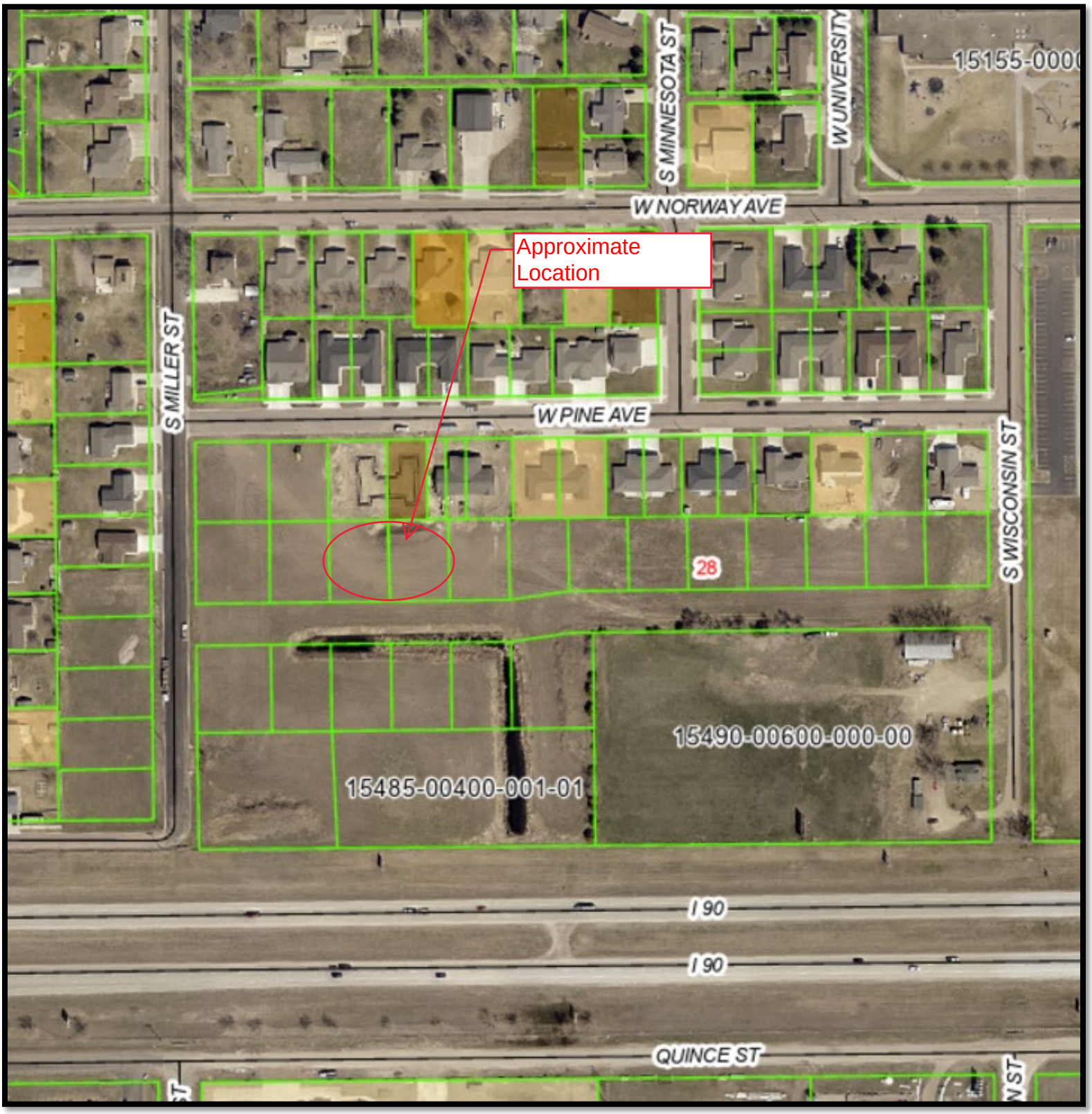
The Railroad Plaza will not be considered a park, and instead an event area similar to the Corn Palace Plaza.

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:	December 2, 2024	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Request of Mueller Lumber Company to Build on Unimproved Right Of Way		
Explanation/Background of Agenda Item Requested:	Request to Build on an Unimproved Public Right-of-Way at 804 and 808 W Plum Ave. Bob Mueller with Mueller Lumber is requesting approval to obtain a building permit for a multi-family dwelling prior to the completion of West Plum Avenue at 804 and 808 W Plum Avenue. Mueller Lumber has a Developer's Agreement with the City which was approved at the August 7, 2023 Council meeting. The only work remaining is the final preparation of the gravel base course and the placement of asphalt surfacing which will be completed in the spring. The City will not be responsible for any road maintenance or snow removal prior to final acceptance of the project. Staff recommends City Council's approval.		


Approximate Location
S MINNESOTA ST
W UNIVERSITY
15155-0000
W NORWAY AVE
S MILLER ST
W PINE AVE
S WISCONSIN ST
28
15490-00600-000-00
15485-00400-001-01
I 90
I 90
QUINCE 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:	December 2, 2024	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Authorize Mayor to Sign Letter of Commitment as Participating Jurisdiction in the Davison County Hazard Mitigation Plan Update		
Explanation/Background of Agenda Item Requested:	Action to Approve Letter of Commitment to Participation in the Davison County Hazard Mitigation Plan Update The attached letter is a commitment that the City will participate in the Davison County Hazard Mitgation Plan Update. The most recent plan was adopted by the City in August 2021. Staff recommends council approval to participate and authorize the Mayor to sign on their behalf. Background Information The City of Mitchell has previously participated in the Davison County Hazard Mitigation Plan prepared by the Planning and Deveopment District III. The FEMA approved plan was updated in 2016 and 2021. The plan is updated every five years. The purpose of the plan is to prevent or reduce losses to people and property that may result from future hazard events in Davison County. The plan identifies and analyzes the hazards that the county is susceptible to, and proposes a mitigation strategy to minimize future damage that may be caused by those hazards. The 2021 report identified nine action items for the City of Mitchell which included projects to minimize effects of flooding, constructing emergency storm shelters and installing additional warning sirens		

City of Mitchell | OFFICE OF THE MAYOR
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

December 2, 2024

Re: Letter of Commitment as participating jurisdiction in the **Davison County** Hazard Mitigation Plan Update

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the **City of Mitchell** is submitting this letter of commitment to confirm that it has agreed to participate in the **Davison County** Multi-jurisdictional Hazard Mitigation Plan.

Further, as a condition to participating in the mitigation planning process, the **City of Mitchell** agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary to **Davison County** to complete the plan in conformance with FEMA requirements.

The **City of Mitchell** understands that it must engage in the following planning process, as more fully described in FEMA's *Local Multi-Hazard Mitigation Planning Guidance*, including, but not limited to:

- Identification of hazards unique to the City addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process; attending meetings; contributing research, data, or other information; commenting on drafts of the plan; etc.);
- Documentation of an effective process to maintain and implement the plan; and,
- Adoption of the Multi-jurisdictional Hazard Mitigation Plan by the City's governing body.

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I commit the **City of Mitchell** to the **Davison County** Multi-jurisdictional Hazard Mitigation Planning effort.

_____

Jordan Hanson, Mayor
City of Mitchell

City of Mitchell | OFFICE OF THE MAYOR
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

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:	December 2, 2024	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve South Dakota Department of Transportation Federal Highway Administration Urban Boundary Map		
Explanation/Background of Agenda Item Requested:	Action to Approve Federal Highway Administration Urban Boundary Map The South Dakota Department of Transportation is requesting the City approve the attached Urban Boundary Map. The state utilizes this map to determine statistical information between urban and rural classifications. Staff recommends council approval and to grant authorization for the Mayor to sign		

FHWA Proposed Urban Boundary for Mitchell Davison County, South Dakota 2024

N
W E
S

Prepared by:
Project Development
South Dakota Department of Transportation

In Cooperation With The
U.S. Department of Transportation
Federal Highway Administration

Legend

- 2020 Census Defined Urban Boundary
- 2024 Proposed FHWA Urban Boundary
- City limit Boundaries - Revenue
- Local Roads (NSTRI)
- 2013 FHWA Approved Urban Boundary

CERTIFICATION AND APPROVAL OF THE
MITCHELL AREA URBAN BOUNDARY

CERTIFICATION

I HEREBY CERTIFY AND APPROVE THAT THE URBAN AREA BOUNDARY DEPICTED HEREON WAS ESTABLISHED BY STATE AND LOCAL OFFICIALS IN COOPERATION WITH EACH OTHER IN PURSUANT TO THE FEDERAL-AID HIGHWAY POLICY GUIDE OF 1991.

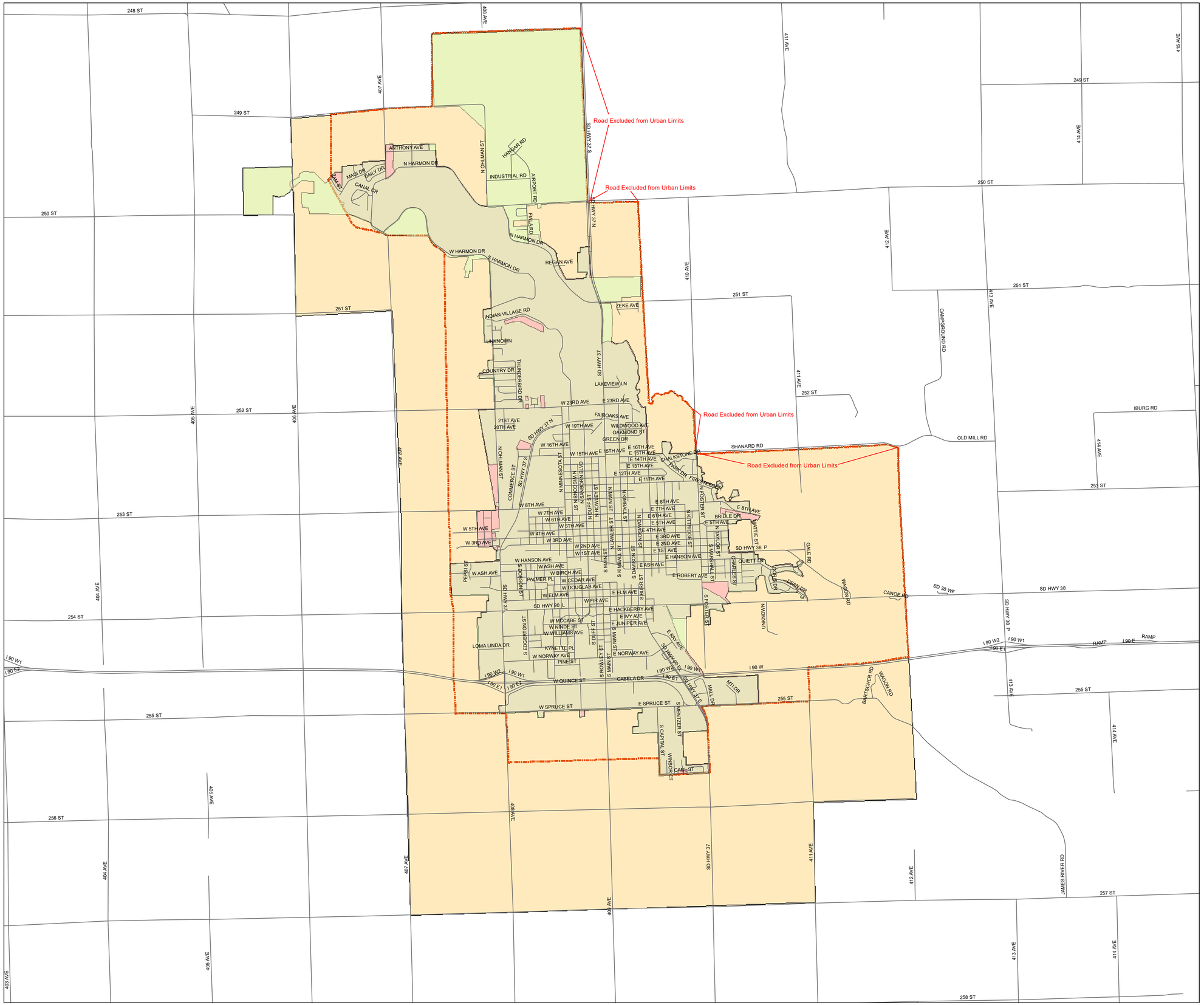
DIRECTOR, DIVISION OF PLANNING /ENGINEERING *DATE*
S.D. DEPARTMENT OF TRANSPORTATION

APPROVAL

SIGNATURE *DATE*
CHAIRMAN, BOARD OF DAVISON COUNTY COMMISSIONERS

SIGNATURE *DATE*
MAYOR, CITY OF MITCHELL

SIGNATURE *DATE*
FEDERAL HIGHWAY ADMINISTRATION



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:	December 2, 2024	**Requested By:**	Joe Schroeder

Desired Action of City Council:

Amount Budgeted in current fiscal year for this item (if applicable): 612-43220-43200, $2,499,150

Agenda Item: Approve Amendment #2 to Agreement #A2021-10, Landfill Recycling Building Project #2021-30 with Helms & Associates

Explanation/Background of Agenda Item Requested:

Amendment No. 2 to Agreement A2021-10 with Helms and Associates for Construction Services for the Recycling Distribution Center

City Council approved an agreement with Helms and Associates for design and bidding services for a new recycling transfer station at the Mitchell Regional Landfill on February 16, 2021. The Council approved an amendment to this agreement at their August 5, 2024 council meeting for construction phase services.
The attached Amendment No. 2 adds additional constructions phase services for the project. Unsuitable material was found under the building which required additional testing and observation to ensure the foundation was built on suitable material. An outside door and stairs from the lower level to the upper level was also added to the design.
Bid Construction Project - $2,173,187.44
Change Order No. 1 - $15,579.80
Change Order No. 2 - $67,742.99
Design and Bidding Services - $106,505.00
Amendment No. 1 - $79,500.00
Amendment No. 2 - $20,000.00
Current Total Project Costs - $2,462,515.23
Original Project Budget - $2,680,000
Project Contingincies - $217,484.77
Staff recommends City Council approve the amendment with Helms and Associates on a hourly not to exceed basis of $20,000 for said services.
Project Background:
The existing recycling building located at the old landfill and is in poor condition. City Staff proposed to design and build a new facility at the Mitchell Regional Landfill in order to co-locate the garbage hauling and recycling operations at a single site.

AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

   a. Effective Date of Owner-Engineer Agreement: February 16, 2021

   b. Owner: City of Mitchell, SD

   c. Engineer: Helms and Associates

   d. Project: Mitchell Landfill Recycling Building

2. Nature of Amendment

   _____ Additional Services to be performed by Engineer

   _____ Modifications to Services of Engineer

   _____ Modifications to Responsibilities of Owner

   _X_ Modifications to Payment to Engineer

   _____ Modifications to Time(s) for rendering Services

   _____ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

   Due to design changes and means and methods of the contractor, more time than was anticipated was expended to provide the necessary engineering construction phase services. This scope of work is hourly and we anticipate the hourly not to exceed budget, will be exceeded before the completion of the project. Therefore, we are requesting a modification to the estimated budget as described in Part III – Engineering Charges A.1.5. The total compensation paid to the ENGINEER for the services rendered in accordance with this paragraph have now been estimated for budget purposes to be **$99,500.00**, which shall **not be exceeded** without prior approval of the OWNER

   This is an increase of $20,000.00.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment No. 2. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is December 2, 2024.

OWNER: City of Mitchell, SD	ENGINEER: Helms and Associates
By: _____	By: _____ Bob J. Babcock, P.E.
Title: _____	Title: President
Date Signed: _____	Date Signed: 11-22-24
ATTEST:	ATTEST:
By: _____	By: _____ Brandon D. Smid
Title: _____	Title: Associate

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:	December 2, 2024	**Requested By:**	Joe Schroeder

Desired Action of City Council:

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

2024 Supplemental Appropriations 101-43120-43313, $1,005,597
2024 Supplemental Appropriations 101-43150-43319, $119,437

Agenda Item:

Action to Approve Amendment #3 to #A2021-56, Engineering Agreement for Spruce Street Project with Brosz Engineering

Explanation/Background of Agenda Item Requested:

Amendment No. 3 to Agreement 2021-56 for for the Spruce Street Railroad Crossing Project with Brosz Engineering
An agreement with Brosz Engineering was approved on October 18, 2021 to complete design and provide bidding services for the Spruce Street Railroad Crossing project. Amendment No. 1 was approved on December 19, 2022 which added additional efforts required to obtain BNSF Railroad permits and coordination with underground utility companies. Amendment No. 2 included additional efforts beyond what amendment No. 1 covered. It was determined that the City did not have an easement for Spruce Street across the railroad property. Additional survey work was required to determine disputed legal authority and boundaries between BNSF and adjacent properties. Brosz also assisted in coordination with Northern Natural Gas for the relocation of their gas main that was required for the new railroad crossing arm footing to be installed.
Proposed Amendment No. 3 adds additional efforts required during the project for construction phase services. The project went over the estimated hours of work due to excess moisture during late spring and early summer. Additional efforts were also required due to coordination with BNSF, local businesses and, rerouting a Northern Natural Gas line.
Original Contract Amount, Design and Bidding - $49,980
Construction Engineering - $88,745
Amendment No. 1
Increase in Design and Bidding - $12,005, Total Contract - $61,985
Increase in Construction Engineering - $18,405, Total Contract - $107,150
Amendment No. 2
Increase in Design and Bidding - $15,280
Increasing in Construction Engineering - $24,550
Amendment No. 3
Increase in Construction Engineering - $32,000
New Contract Amounts
Design and Bidding - $77,265
Construction Engineering - $163,700
Project Budget -
Design and Bidding Fee - $77,265
Construction Engineering - $131,700
Project Bid - $875,652.04
Change Order No. 1 - $28,002.74
Proposed Professional Services Amendment - $32,000
Miscellaneous Expenses - $25,213
Total Project Cost - $1,169,832
Total Budget - $1,185,000

Contingency - $15,167
Staff recommends approval of proposed Amendment No. 3 with Brosz Engineering at an hourly rate not to exceed fees as described above.
Project Background
City staff have been working with the South Dakota Department of Transportation (SD DOT) to complete a cantilevered flashing signal with gates project across Spruce Street at the railroad tracks east of Burr Street. The project also includes approximately 460 feet of new concrete surfacing. The City is planning to connect the proposed improvements to Spruce Street which is a five lane concrete street completed as part of the Burr Street project and extend just beyond MTC's west most driveway. The project would also connect the bike paths from Mitchell Technical College to Burr Street. Please see the attached project location map. Traffic would be detoured around the project to 256th Street then to 411 Avenue. Construction will be completed in the summer of 2024 between Mitchell Technical College graduation and Dakota Fest.

WORK ORDER
FOR PROFESSIONAL SERVICES

TO:	City of Mitchell	**BROSZ PROPOSAL #:**	N/A
CONTACT:	Joe Schroeder, PE	**BROSZ PROJECT #:**	2107122 – Amendment #3
ADDRESS:	612 North Main Street	**JOB TITLE:**	E. Spruce Street Reconstruction
	Mitchell, SD 57301	**JOB DESCRIPTION:**	Street & Utility Project
OFFICE:	(605) 995-8433		
CELL:	(605) 770-8714	**JOB LOCATION:**	City of Mitchell, SD
EMAIL:	jschroeder@cityofmitchell.org		

BROSZ ENGINEERING WILL PROVIDE ENGINEERING SERVICES TO THE CLIENT AS SET FORTH BELOW:

Scope of Services

Scope of service is detailed in Exhibits A and B, attached to this proposal.

Compensation

The services will be provided at an **hourly not to exceed fee of $77,265.00 or an amended increase of $15,280.00 for Design Engineering and Bid Letting Services**. The amended services were for legal survey, BNSF permitting, coordination meetings, final design, and bid letting services from February 24, 2023 (original bid letting date) to actual bid letting date of January 17, 2024.

Construction Engineering services will be provided at an **hourly not to exceed fee of $163,700.00 or an amended increase of $32,000.00**. The amended increase is due to the following:

1. The underground work at the beginning of the project took longer and was slower due to excess moisture that was received.
2. Additional efforts were needed to coordinate with BNSF, Northern Natural Gas relocation, and JD Concrete.
3. The Contractor's schedule and coordination efforts required longer days of Construction Engineering. The original anticipated work week was for 50 hours per week and the demand required over 65 hours per week.

Time of Performance

The completion date for Final Construction Documents shall be ready for bidding on or before **January 17, 2024**. The overall completion date for Construction shall be **December 1, 2024**.

This work order/proposal incorporates and includes the attached General Conditions.

ACCEPTANCE & AUTHORITY:

ACCEPTED:	City of Mitchell	**ACCEPTED:**	Brosz Engineering, Inc.
SIGNATURE:		**SIGNATURE:**	
PRINTED:		**PRINTED:**	Eric Prunty, PE
TITLE:	Mayor	**TITLE:**	Project Manager
DATE:		**DATE:**	11/21/2024

EXHIBIT A

SCOPE OF SERVICES FOR CONSULTANT SERVICES (DESIGN & BID LETTING)

Date: 1/30/2024

PROJECT INFORMATION

Project includes widening East Spruce Street from the driveway west of the railroad (RR) through the west entrance of Mitchell Technical College (MTC), approximately 475 feet. The roadway will be widened to five (5) lanes along with the installation of a new 16 inch watermain. Modifications to the sanitary sewer system may include the modification of castings and rim to match the new roadway surface. Storm sewer will be installed with this project; however, storm sewer will not cross the RR. Additional agreements between the RR and City will be needed to install the watermain on this project as the City has already obtained an agreement for the street portion. Sidewalk will be added within the RR right-of-way and an agreement with the RR will be required.

The amendment to the work order agreement is to revise the scope of the project. The 16 inch watermain will not be included as part of the project and will be removed from the plans. The amount of work required as part of this project will include all improvements within the RR right-of-way except for the 10' width of rail crossing, replacement of the bungalow, removal of the existing warning lights with the installation of new cantilever flashing lights to be installed by BNSF. Plan documents will be modified to revised project scope.

The City of Mitchell will be required to obtain a permit/agreement for the installation of storm sewer within the BNSF right-of-way.

SCOPE OF WORK

Task 1 (DM1.0) – Project Management

Brosz Engineering, Inc. (Brosz) will manage the preliminary engineering services of the project to meet the schedule, to have effective personnel participation and to meet quality and cost objectives. Brosz will monitor team scope, budget, and schedule; delegate task assignments and responsibilities by discipline; and coordinate issues with Owner Representatives. Monthly progress reports and invoices will be prepared that summarize the work progress to date, budget expenditures to date, and identify information requirements or decisions that need to be made by the Owner. Brosz will also prepare an agenda and notes for all meetings.

Task 2 (DM2.0) – Field Survey

Brosz will complete any additional survey necessary to document existing conditions regarding the proposed project. Potholing utilities within the proposed project vicinity may be necessary, which the City will provide upon request.

Task 3 (DM2.1) – Survey Office

Once field survey has been completed, Brosz will analyze and reduce the survey data into a useable surface for design activities. Any additional legal survey work that needs to be accomplished will be done under this task.

Task 4 (DM3.0) – Preliminary Design

Brosz will conduct site visits to research and verify existing conditions, as well as gather remaining pertinent information from the Owner. Preliminary design activities will be performed in accordance with all applicable design criteria, codes, and standards to produce a set of construction drawings that fully communicates the intent of the scope of the work. Geotechnical testing will be conducted to identify soil conditions which will aid in utility and street design.

SCOPE OF SERVICES FOR CONSULTANT SERVICES (DESIGN & BID LETTING)

Date: 1/30/2024

Task 5 (DM4.0) – Permitting

Brosz will complete and submit utility and sidewalk permit applications with the RR so that they can be installed. Brosz will also obtain any additional permits to proceed with this Project. The City has already obtained an agreement with the RR for the grading and surfacing portion of the project.

Brosz will complete and pay the initial project permit application with the BNSF as requested by the City. Brosz will provide the requested exhibits as per BNSF regulations for the project permits.

Task 6 (DM5.0) – Final Design

Brosz will revise and modify construction documents in accordance with any review comments from the Owner and all other agencies needed to review documents to finalize design.

Brosz will incorporate the required BNSF RR insurance requirements into the bid documents. Brosz will also incorporate the BNSF Utility Inspector Process into the bid documents and provide an appropriate project duration/contract time provision for work occurring in the BNSF right-of-way.

Task 7 (DM6.0) – Final Plan Development

Upon completion and acceptance of final design, Brosz will prepare the final plan set and project manual for bidding and construction.

Task 8 (DM7.0) – Meetings and Coordination

Brosz is planning for one (1) scoping meeting, two (2) progress meetings and one (1) coordination meeting. Additional meetings may occur for a negotiated fee.

Task 8 (DM8.0) – Bidding & Negotiation

Brosz will provide bidding assistance to the Owner for the Project. Duties to be included under this task are assisting in advertisement of the project to potential contractors, reproduction of plans and specifications, issuing plans and specifications to all interested parties, answering bid questions, issuing any agenda that may be needed during the duration of the advertisement, and assisting with bid opening procedures.

Brosz will review bids for conformance with all applicable bid laws and responsiveness to the conditions of the Contract Documents, as well as, issuing a formal recommendation regarding acceptance of the bids.

<u>EXCLUSIONS</u>

The following items are currently excluded from the scope of work. However, these items may be included for a negotiated fee:

- Hydraulic studies outside initial project area drainage basin
- Legal survey
- Platting
- Easement acquisition
- Finalizing easements
- Public meeting presentations

EXHIBIT B

SCOPE OF SERVICES FOR CONSULTANT SERVICES (CONSTRUCTION)

Date: 1/30/2024

PROJECT INFORMATION

Project includes widening East Spruce Street from the driveway west of the railroad (RR) through the west entrance of Mitchell Technical College (MTC), approximately 475 feet. The roadway will be widened to five (5) lanes along with the installation of a new 16-inch watermain. Modifications to the sanitary sewer system may include the modification of castings and rim to match the new roadway surface. Storm sewer will be installed with this project; however, storm sewer will not cross the RR. Additional agreements between the RR and City will be needed to install the watermain on this project as the City has already obtained an agreement for the street portion. A sidewalk will be added within the RR right-of-way and an agreement with the RR will be required.

The Amendment to the work order for Construction Engineering Services is to account for the project occurring in 2024 instead of 2023. The Construction Engineering Services Amendment also includes coordination of the project with BNSF railroad.

SCOPE OF WORK

Task 1 (CM100) – Project Management

Brosz will provide construction management and coordination services for the proposed project to meet schedule, as well as meeting quality and cost objectives. Brosz will monitor scope, budget, and schedule; delegate task assignments and responsibilities by discipline; and coordinate issues with Owner Representatives. Monthly progress reports and invoices will be prepared that summarize the work progress to date, budget expenditures to date, and identify information requirements or decisions that need to be made by the Owner. Brosz will also prepare an agenda and notes for all meetings.

Task 2 (CM210) – Construction Staking

Brosz will complete all necessary field staking. Field staking will be sufficient to convey all completed locations and elevations to the Contractor. Should the need arise for additional staking, or re-staking that is not covered in the construction contract, contract modifications will be negotiated.

Task 3 (CM300) – Construction Observation

Brosz will provide observation services for the proposed Project. A Representative shall conduct oversight of the Contractor and any subcontractors while work is being performed. Observation shall be performed to ensure that all conditions of the Contract Documents are being strictly adhered to. The Representative shall immediately notify the Owner and Engineer upon any unauthorized deviation of the Contract Documents.

Brosz anticipates the project will last ~~eight (8)~~ ten (10) week(s). This Project will require a minimum of five (5) site visits per week. If conditions change that will require Brosz to spend additional time on the project and contract modifications will be negotiated.

Task 4 (CM400) – Material Testing

Brosz will complete all necessary testing of construction including proctors, gradations, and densities of on-site materials to ensure conformance to the plans and specifications. Brosz will also conduct concrete testing including slump, air entrainment, and compressive strength testing. If re-testing of the project becomes necessary, and the condition is not specified in the construction contract, contract modifications will be negotiated.

Task 5 (CM500) – Office Computations

Service under this task include conducting a preconstruction conference, resolving issues with the Contractor, reviewing shop drawings, issuing design clarifications, assisting with pay estimates, facilitating meetings, and providing all other necessary assistance for successful completion of the proposed construction project.

Task 6 (CM600) – Project Closeout
Brosz will provide closeout services to include ensuring all punch list items are complete to the satisfaction of the Owner, obtaining all required documentation to fully complete project, and complete As-built drawings or Record Drawings as required by the Owner or Governmental body. As-builts will be submitted to the Owner in paper format no later than four (4) weeks after project closeout.

EXCLUSIONS

The following items are currently excluded from the scope of work. However, these items may be included for a negotiated fee:

- Public meeting presentations

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:	December 2, 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 #A2024-41, Tax Increment District #40 Developer Agreement		
Explanation/Background of Agenda Item Requested:	This agreement relates to the previously approved Tax Increment District #40 for the Golden Prairie Apartments 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.		

A2024-41

CONTRACT FOR PRIVATE DEVELOPMENT

TAX INCREMENT DISTRICT NUMBER FORTY

CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

Between

Golden Prairie Apartments, LLC,
a South Dakota limited liability company,

and the

City of Mitchell, South Dakota

Dated as of December ____, 2024

THIS AGREEMENT is made effective as of the _____ day of December, 2024, between GOLDEN PRAIRIE APARTMENTS, 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 Forty (TID #40) by resolution dated November 18, 2024. The purpose of TID #40 is to provide funds to assist in the development of an affordable housing project through a two-building, two-story multi-housing project that will consist of 48 one-, two- and three-bedroom apartment units, with a legal description of Lot One (1), Less Lot One A (1A) in Block Three (3) of Stardust Subdivision to the City of Mitchell, Davison County, South Dakota, pursuant to Tax Increment District Number 40, City of Mitchell Tax Increment Project Plan (the "Project Plan").

SECTION 2. The City approved the Project Plan for TID #40 on November 18, 2024.

SECTION 3. The estimated Project costs to be paid by TID #40, as originally set forth in the Plan, are as follows:

Eligible Costs:

Kind of Project	Number of Projects	Location	Amount	Reference
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	

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 $1,610,000 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 10 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 #40 has or will be certified by the South Dakota Department of Revenue at $174,654.

SECTION 6. Financing for TID #40 shall be secured by the Developer procuring financing to fund the TID improvements through financing, to include grants and loans, 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 #40 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 prior to commencement of construction, 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 #40 shall be eligible to be reimbursed via the passthrough of the proceeds of the positive tax increment from TID #40.

SECTION 8. All positive tax increments received in Tax Increment District Number Thirty-five shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Increment District Number Forty 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 this Agreement and the Project Plan.

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 40 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 #40. 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 40, 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 December, 2024.

GOLDEN PRAIRIE APARTMENTS, LLC

By_____
_____, Member

STATE OF SOUTH DAKOTA
SS
COUNTY OF _____

On this the _____ day of July, 2024, before me, the undersigned officer, personally appeared _____, who acknowledged themself to be a Member of Golden Prairie Apartments, LLC, a South Dakota limited liability company, and that they as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by themself as a Member.

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

_____
Notary Public

My Commission Expires:

Dated this _____ day of July, 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 July, 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 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.

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

_____
Notary Public

My Commission Expires:

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:	December 2, 2024	**Requested By:**	Joe Schroeder

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	N/A
Agenda Item:	Action to Approve Agreements for Annexation and Utility Costs: #A2024-51-Mike & Brenda Carpentier #A2024-52-Arlen & Patricia Schuh #A2024-53-Paul & Deborah Muth Trust
Explanation/Background of Agenda Item Requested:	Annexation Agreements on North Foster for City Water Service Three individual property owners have requested city water service on North Foster. The property owners and addresses are as follows: Paul and Deborah Muth Living Trust, 1902 N Foster Arlen and Patricia Schuh, 1910 N Foster Michael and Brenda Carpentier, 2310 N Foster The property owners are required to sign an annexation agreement prior to receiving City services since they are located outside of City limits. The property owners water service connection plan will be approved by Public Works and the improvements will be completed at no cost to the City. The full agreements have been attached for your information. Staff recommends council approval and to authorize the Mayor to sign on their behalf.

Prepared by:
Justin M. Johnson
City Attorney
Mitchell, SD 57301
(605) 990-7940

Utility Cost and Annexation Agreement

This Utility Cost and Annexation Agreement, hereinafter "Agreement", is entered into as of the date signed below, hereinafter "Effective Date", by and between the following parties:

The City of Mitchell, a South Dakota municipal corporation, hereinafter "City"; and
Paul and Deborah Muth Living Trust, hereinafter "Muth".

WHEREAS the City of Mitchell provides certain utility services, such as water distribution and sanitary sewer, to its residents and select non-residents, and plans for the expected expansion of such utility services; and

WHEREAS the property of Muth described below, is not currently within the City of Mitchell's boundaries but is located near such boundaries; and

WHEREAS Muth desires to connect to certain City provided utility services, and the City wishes to provide such services; and

WHEREAS Muth desires to commit to annexing their property, described below, into the City of Mitchell upon occurrence of certain conditions.

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Muth's property ("Muth's Property") subject of this Agreement is legally described as:

> The South 105 feet of the North 240.42 feet of the West 425 feet of Lot A-2, a subdivision of a portion of Lot A of Skyline Estates Addition in the South 100 Acres of the NW/1/4 of Section 14, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota

2. The utilities project discussed herein involves the installation of water pipe to serve Muth's property by connecting to City's water distribution line. City's Public Works Director shall review and approve the proposed connection before construction begins. City shall have the right to inspect all aspects of the project and require the work be completed to City's satisfaction. Muth will be allowed to be served by City's water distribution line in the manner and under the conditions generally applicable to Mitchell residents by state and local law. Muth consents to the City's jurisdiction and authority for matters relating to the connection or provision of City utilities.

3. Muth shall be responsible for all construction and costs associated with the water service and connection to City services.

4. Muth hereby irrevocably commits to annexing Muth's Property into the City of Mitchell at the same time that a property adjacent to any portion of Muth's Property is annexed into the City of Mitchell. For the purposes of this section, the presence of intervening public right of way does not prevent a property from being adjacent to the Property.

5. In the event that a third party brings a legal action against the City in relation to the City providing water service to the property as described herein, the City shall have the option to discontinue service to the property at any time. In the event City exercises its option to discontinue service, any amounts paid by Muth for the infrastructure or water used are non-refundable and Muth shall not be entitled to any off-set, proration, or other type of reimbursement for costs paid to City in relation to the provision of water service regardless of the length of time such service was provided.

6. The terms and conditions of this Agreement shall be deemed a covenant running with the land and shall be binding upon Muth, its successors, heirs, and assigns. This Agreement shall be recorded with the Davison County Register of Deeds.

This Agreement supersedes any past agreements and constitutes the entire agreement of the parties.

Dated this ____ day of _____, 2024 (Effective Date).

[signature page to follow]

Receipt of an identical copy of this agreement is hereby acknowledged.

CITY OF MITCHELL

_____
Jordan Hanson, Mayor

Date:_____

Attest:

_____ (Seal)
Michelle Bathke, Finance Officer

COMPANY ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

Jordan Hanson and Michelle Bathke being first duly sworn on oath, deposes and says that he/she is the Mayor and Finance Officer, respectively, of the City of Mitchell, SD, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such entity in his/her official capacity.

Subscribed and sworn to before me this ___ day of _____, 20___.

(SEAL)

_____
Notary Public

My commission expires:_____

Receipt of an identical copy of this agreement is hereby acknowledged.

PAUL AND DEBORAH MUTH LIVING TRUST

_____
Deborah Muth, Trust Administrator

Date:_____

PERSONAL ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

Debrorah Muth, Trust Administrator, having been known or satisfactorily proven to me to be the individual herein identified, and such individual representing that he possesses the appropriate capacity and authority to execute the foregoing instrument on behalf of Paul and Deborah Muth Living Trust, did execute the foregoing instrument for the purposes therein contained.

(SEAL)

_____
Notary Public

My commission expires:_____

Prepared by:
Justin M. Johnson
City Attorney
Mitchell, SD 57301
(605) 990-7940

Utility Cost and Annexation Agreement

This Utility Cost and Annexation Agreement, hereinafter "Agreement", is entered into as of the date signed below, hereinafter "Effective Date", by and between the following parties:

The City of Mitchell, a South Dakota municipal corporation, hereinafter "City"; and
Arlen and Patricia Schuh, husband and wife, hereinafter "Schuhs".

WHEREAS the City of Mitchell provides certain utility services, such as water distribution and sanitary sewer, to its residents and select non-residents, and plans for the expected expansion of such utility services; and

WHEREAS the property of the Schuhs described below, is not currently within the City of Mitchell's boundaries but is located near such boundaries; and

WHEREAS the Schuhs desire to connect to certain City provided utility services, and the City wishes to provide such services; and

WHEREAS the Schuhs desire to commit to annexing their property, described below, into the City of Mitchell upon occurrence of certain conditions.

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Schuhs' property ("Schuhs' Property") subject of this Agreement is legally described as:

> The West 425 feet of the North 240.42 feet of Lot A-2 Except the South 105 feet, a Subdivision of a portion of Skyline Estates Addition in the South 100 Acres of the NW/1/4 of Section 14, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota

2. The utilities project discussed herein involves the installation of water pipe to serve Schuhs' property by connecting to City's water distribution line. City's Public Works Director shall review and approve the proposed connection before construction begins. City shall have the right to inspect all aspects of the project and require the work be completed to City's satisfaction. Schuhs will be allowed to be served by City's water distribution line in the manner and under the conditions generally applicable to Mitchell residents by state and local law. Schuhs consent to the City's jurisdiction and authority for matters relating to the connection or provision of City utilities.

3. Schuhs shall be responsible for all construction and costs associated with the water service and connection to City services.

4. Schuhs hereby irrevocably commit to annexing the Schuhs' Property into the City of Mitchell at the same time that a property adjacent to any portion of Schuhs' Property is annexed into the City of Mitchell. For the purposes of this section, the presence of intervening public right of way does not prevent a property from being adjacent to the Property.

5. In the event that a third party brings a legal action against the City in relation to the City providing water service to the property as described herein, the City shall have the option to discontinue service to the property at any time. In the event City exercises its option to discontinue service, any amounts paid by Schuhs for the infrastructure or water used are non-refundable and Schuhs shall not be entitled to any off-set, proration, or other type of reimbursement for costs paid to City in relation to the provision of water service regardless of the length of time such service was provided.

6. The terms and conditions of this Agreement shall be deemed a covenant running with the land and shall be binding upon Schuhs, their successors, heirs, and assigns. This Agreement shall be recorded with the Davison County Register of Deeds.

This Agreement supersedes any past agreements and constitutes the entire agreement of the parties.

Dated this __ day of _____, 2024 (Effective Date).

[signature page to follow]

Receipt of an identical copy of this agreement is hereby acknowledged.

_____
Jordan Hanson, Mayor

Date:_____

Attest:

_____ (Seal)
Michelle Bathke, Finance Officer

COMPANY ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

Jordan Hanson and Michelle Bathke being first duly sworn on oath, deposes and says that he/she is the Mayor and Finance Officer, respectively, of the City of Mitchell, SD, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such entity in his/her official capacity.

Subscribed and sworn to before me this ___ day of _____, 20___.

(SEAL)

_____
Notary Public

My commission expires:_____

Receipt of an identical copy of this agreement is hereby acknowledged.

_____ _____

_____ _____

Date:_____

PERSONAL ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

The following individual(s):
_____
_____
_____ having been known or satisfactorily proven to me to be the individual(s) herein identified, and such individual(s) representing that she/he/they possess the appropriate capacity and authority to execute the foregoing instrument, did execute the foregoing instrument for the purposes therein contained.

(SEAL)

_____
Notary Public

My commission expires:_____

Prepared by:
Justin M. Johnson
City Attorney
Mitchell, SD 57301
(605) 990-7940

Utility Cost and Annexation Agreement

This Utility Cost and Annexation Agreement, hereinafter "Agreement", is entered into as of the date signed below, hereinafter "Effective Date", by and between the following parties:

The City of Mitchell, a South Dakota municipal corporation, hereinafter "City"; and
Michael and Brenda Carpentier, husband and wife, hereinafter "Carpentiers".

WHEREAS the City of Mitchell provides certain utility services, such as water distribution and sanitary sewer, to its residents and select non-residents, and plans for the expected expansion of such utility services; and

WHEREAS the property of the Carpentiers described below, is not currently within the City of Mitchell's boundaries but is located near such boundaries; and

WHEREAS the Carpentiers desire to connect to certain City provided utility services, and the City wishes to provide such services; and

WHEREAS the Carpentiers desire to commit to annexing their property, described below, into the City of Mitchell upon occurrence of certain conditions.

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Carpentiers' property ("Carpentiers' Property") subject of this Agreement is legally described as:

Lot B of D. Robideau First Addition in the SW ¼ of the SW ¼ of Section 11, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota

2. The utilities project discussed herein involves the installation of water pipe to serve Carpentiers' property by connecting to City's water distribution line. City's Public Works Director shall review and approve the proposed connection before construction begins. City shall have the right to inspect all aspects of the project and require the work be completed to City's satisfaction. Carpentiers will be allowed to be served by City's water distribution line in the manner and under the conditions generally applicable to Mitchell residents by state and local law. Carpentiers consent to the City's jurisdiction and authority for matters relating to the connection or provision of City utilities.

3. Carpentiers shall be responsible for all construction and costs associated with the water service and connection to City services.

4. Carpentiers hereby irrevocably commit to annexing the Carpentiers' Property into the City of Mitchell at the same time that a property adjacent to any portion of Carpentiers' Property is annexed into the City of Mitchell. For the purposes of this section, the presence of intervening public right of way does not prevent a property from being adjacent to the Property.

5. In the event that a third party brings a legal action against the City in relation to the City providing water service to the property as described herein, the City shall have the option to discontinue service to the property at any time. In the event City exercises its option to discontinue service, any amounts paid by Carpentiers for the infrastructure or water used are non-refundable and Carpentiers shall not be entitled to any off-set, proration, or other type of reimbursement for costs paid to City in relation to the provision of water service regardless of the length of time such service was provided.

6. The terms and conditions of this Agreement shall be deemed a covenant running with the land and shall be binding upon Carpentiers, their successors, heirs, and assigns. This Agreement shall be recorded with the Davison County Register of Deeds.

This Agreement supersedes any past agreements and constitutes the entire agreement of the parties.

Dated this __ day of _____, 2024 (Effective Date).

[signature page to follow]

Receipt of an identical copy of this agreement is hereby acknowledged.

_____
Jordan Hanson, Mayor

Date:_____

Attest:

_____ (Seal)
Michelle Bathke, Finance Officer

COMPANY ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

Jordan Hanson and Michelle Bathke being first duly sworn on oath, deposes and says that he/she is the Mayor and Finance Officer, respectively, of the City of Mitchell, SD, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such entity in his/her official capacity.

Subscribed and sworn to before me this ___ day of _____, 20___.

(SEAL)

_____
Notary Public

My commission expires:_____

Receipt of an identical copy of this agreement is hereby acknowledged.

_____ _____

_____ _____

Date:_____

PERSONAL ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

The following individual(s):
_____
_____
_____ having been known or satisfactorily proven to me to be the individual(s) herein identified, and such individual(s) representing that she/he/they possess the appropriate capacity and authority to execute the foregoing instrument, did execute the foregoing instrument for the purposes therein contained.

(SEAL)

_____
Notary Public

My commission expires:_____

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:	December 2, 2024	**Requested By:**	Joe Schroeder

Desired Action of City Council:

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

Agenda Item:

Action to Approve Agreement #A2024-54, Developers Agreement for South Lake Estates Phase I with Mitchell Area Housing Incorporated (MAHI)

Explanation/Background of Agenda Item Requested:

Action to Approve Agreement #A2024-54 South Lake Estates Phase I with Mitchell Area Housing Incorporated (MAHI)

Mitchell Area Housing Inc. had Tax Increment District 36 approved at the July 1, 2024 Council Meeting which approved improvements to South Lake Estates and Ridgeview on Foster.

Plans and specifications were submitted and approved by the DANR and have also been approved by the Public Works Department. The plans and specifications are on file in the Public Works Office at City Hall.

The developer's agreement requires the developer to improve the property in accordance with the plans and specifications that were approved by the City, City Ordinances and all laws and regulations governing the development. The developer will provide water service, sanitary sewer service, adequate storm sewer facilities and street access to City standards as outlined in the plans and specifications. The developer shall dedicate all such improvements within the right-of-way to the City at no cost to the City. The developer is required to provide on-site observation and testing services by a qualified professional to ensure compliance with the plans and specifications.

Staff recommends City Council approval of the proposed Developer's Agreement.

PREPARED BY:
Justin M. Johnson
City Attorney, City of Mitchell
612 North Main Street
Mitchell, SD 57301
(605) 990-7940

Developer's Agreement

MITCHELL AREA HOUSING INC. SOUTH LAKE ESTATES PHASE I
City of Mitchell, South Dakota

This agreement made this 2nd day of December, 2024, between Mitchell Area Housing Incorporated (MAHI), hereinafter called "Developer" and the City of Mitchell, a municipal corporation of the State of South Dakota, located in Davison County, hereinafter called the "City".

WHEREAS, the Developer is improving approximately 4.3 acres of dedicated ROW, said land being described as follows:

Indianhead Drive right-of-way from its south intersection with Ohlman Street, extending east to the centerline of Dakota Avenue right-of-way; and

Dakota Avenue right-of-way from its west intersection with Indianhead Drive, extending east to the centerline of South Harmon Drive right-of-way; and

Ohlman Street north and south of Indianhead Drive as outlined in Appendix A.

WHEREAS, the Developer desires to improve right-of-way for residential purposes; and

WHEREAS, the Planning Commission of the City has recommended to the City Council that the proposed development of the above described right-of-way be given final approval when the plat thereof was presented to the Planning Commission and City Council on the condition that the Developer enter into an agreement with the City relative to the manner and method by which said right-of-way is to be developed; that the developer not be in default as to said agreement and all laws and regulations governing said development; and

WHEREAS, the Developer agrees to develop said right-of-way as herein described in accordance with this agreement, all City Ordinances, and all laws, plans and regulations governing said development.

NOW, THEREFORE, IN CONSIDERATION OF THE GRANTING OF APPROVAL OF A PLAT OF THE ABOVE DESCRIBED LAND AND THE DEVELOPMENT THEREOF BY THE CITY COUNCIL, the Developer does hereby agree to improve and develop said right-of-way as follows and as otherwise regulated by City Ordinances and all laws, plans and regulations governing said development.

Section I. **Improvements. Standard for all Subdivisions**

All Provisions of Section I apply unless otherwise addressed in Section II.

A. Roads and Streets. The Developer hereby agrees:

1. To grade and surface all roads and streets in the above described property in accordance with the plat of said right-of-way and the plans and specifications on file in the Office of the Director of Public Works.

2. That roads and streets will be completed and presented to the City before occupancy is permitted.

3. That no occupancy will be permitted until roads and streets have been dedicated to and accepted by the City.

B. Sanitary Sewer. The Developer hereby agrees:

1. To construct, furnish, install and provide a complete sewerage system throughout the entire subdivision, all in accordance with the plans, specifications and drawings on file in the Office of the Director of Public Works.

2. That construction of a sanitary sewer will be completed and acceptable to the City before any occupancy is permitted.

3. That no occupancy will be permitted until the sanitary sewer lines have been dedicated to and accepted by the City.

C. Water. The Developer hereby agrees:

1. To construct, install, furnish and provide a complete system of water distribution throughout the entire subdivision in accordance with the plans and specifications on file in the office of the Director of Public Works.

2. That construction of the system of water distribution will be completed and acceptable to the City before any occupancy is permitted.

3. That no occupancy will be permitted until the water distribution system has been dedicated to and accepted by the City.

D. Surface Water Drainage. The Developer hereby agrees:

1. To construct, install, furnish and provide adequate facilities for storm and surface water drainage throughout the entire subdivision in accordance with the plans and specifications on file in the office of the Director of Public Works.

2. That construction of surface and storm water drainage facilities shall be completed and acceptable to the City before occupancy is permitted.

3. That no occupancy will be permitted until the water distribution system has been dedicated to and accepted by the City.

E. Sidewalks. The Developer hereby agrees:

1. To design a complete system of sidewalks along all public streets and dedicated pedestrian walkways within the entire subdivision.

2. The construction of all sidewalks shall be completed for each lot by the entity who obtains the building permit and prior to the issuance of occupancy.

F. Landscaping. The Developer hereby agrees to place the below noted requirements in their covenants.

1. Gravel shall not be permitted as an acceptable driveway material.
2. Landscape rock shall not be permitted within the City right-of-way.
3. Boulevard areas shall be grass.

G. Testing. Developer shall employ at its sole expense a professional qualified, independent testing company to perform all testing of materials or construction that may reasonably be required by the City to ensure compliance with City standards and specifications. Developer shall furnish the City with certified copies of test results and shall release and authorize full access to the City and its designated representatives to all work-up materials, procedures and documents used in preparing test results.

H. Drawings of Construction Record. The Developer shall supply the City with drawings of construction record showing the grades of all underground utilities. The Developer shall contact the City during the installation of the water main to coordinate as-built GPS records.

Section II. Dedication

Subject to all of the other provisions of this agreement and the exhibits hereto attached the Developer shall, without charge to the City, upon completion of all of the above described improvements, unconditionally give, grant, convey and fully dedicate the same to the City, it's successors and assigns forever free and clear of all encumbrances. After such dedication, and with no payment or award to Developer, the City shall have the right to connect or integrate other facilities to the improvements provided hereunder as the City decides. Dedication, connection, or integration does not constitute acceptance of any improvement by the City and only City's written acceptance of the dedication shall be effective.

Section III. Miscellaneous Requirements.

A. Reimbursement of Costs to the City.

The Developer hereby agrees to reimburse the City for any costs incurred by the City for engineering, inspection, administrative and legal expenses.

1. Engineering and administrative costs for outside consultants shall be charged at the rate the consultant charges the City, if needed.

Section IV. Roads, Sanitary Sewer, Water and Storm Water Guaranty.

A. The Developer shall be responsible for all related improvements prior to acceptance by the City. Developer allows use of their improvements at their own risk. Any damage or defects prior to acceptance shall be corrected by the Developer.

B. The Developer shall guarantee the improvements described in this agreement against defect due to faulty materials or workmanship which appear within a period of one year from the date of acceptance by the City as herein provided and shall pay for any damages resulting therefrom to City property.

C. In the event of claims arising from defects in workmanship or design of the improvements described in this agreement beyond the one year guarantee period, City shall have the right to pursue claims against the entities used by Developer on the project. Developer agrees to cooperate with City in the pursuit of such claims; which includes, but is not limited to, being a party to any legal suits that City determines to be necessary in relation to the pursuit of such claims

Section V. Method of Improvement.

The Developer hereby agrees to engage contractors for all work included in this agreement who are qualified to perform the work and who shall be listed as qualified for such work by the City. The Developer further agrees to use materials and make the various installations in accordance with the approved plans and specifications made a part of this agreement by reference and including those standard specifications of the City.

Section VI. Issuance of Occupancy Permits.

The Developer hereby agrees no occupancy shall be permitted until all roads, streets, public utilities and improvements have been installed and are approved for connection by the City of Mitchell. No building permits shall be issued until the improvements in Section I., A, B, C, D, E, F, G and H are contracted for and copies of the executed contract are supplied to the City.

The Developer agrees to cooperate with the City to prevent the occupancy of any dwelling units before required improvements have been accepted. The City will not be obligated to provide any services to any unit built in the Subdivision until all required improvements have been accepted and may terminate any services provided during construction if a unit is occupied before an occupancy permit is issued by the City.

Section VII. City Responsibility.

The Developer hereby agrees the City will perform no repair, maintenance or snow removal or provide utility services on any improvements until accepted by the City.

Section VIII. Performance Security.

A Performance Security (performance bond) shall be secured in favor of the City by a bond issued by a corporate surety licensed and authorized to do business in the State of South Dakota. The bond shall be equivalent to the Engineer's Estimate. The Performance Security shall terminate with this contract as outlined in Section IX.

Section IX. Termination

The Developer hereby agrees that this agreement shall be terminated after the one-year guaranty period as set forth in Section V has expired or thirty (30) days after all deficiencies have been corrected which were identified during the one-year guaranty period, whichever is more stringent.

Section X. No Affiliation to Tax Increment Financing

This developer's agreement relates to real property which was recently included in Tax Increment District #36 (TID #36). The approval of TID #36 required a developer's agreement between the City and the TID developers. This agreement is not intended and shall not be construed as the developer's agreement required by the TID approval. This developer's agreement is intended to address the independent subject matters contained herein and shall not be binding in any manner as to the terms of TID #36.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be signed this _____ day of _____, 2024.

_____	_____
Signature	Signature
_____	_____
Print Name	Print Name

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF DAVISON)

On this _____ day of November, 2024 before me, the undersigned officer, personally appeared _____ (print signees name)., who acknowledged himself/herself to be a member of Mitchell Area Housing, Inc., and that in his official capacity, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

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

_____
Notary Public – South Dakota
My Commission Expires:_____

CITY OF MITCHELL, SOUTH DAKOTA

_____
Jordan Hanson, Mayor

Attest:

_____
Michelle Bathke, Finance Officer (seal)

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF DAVISON)

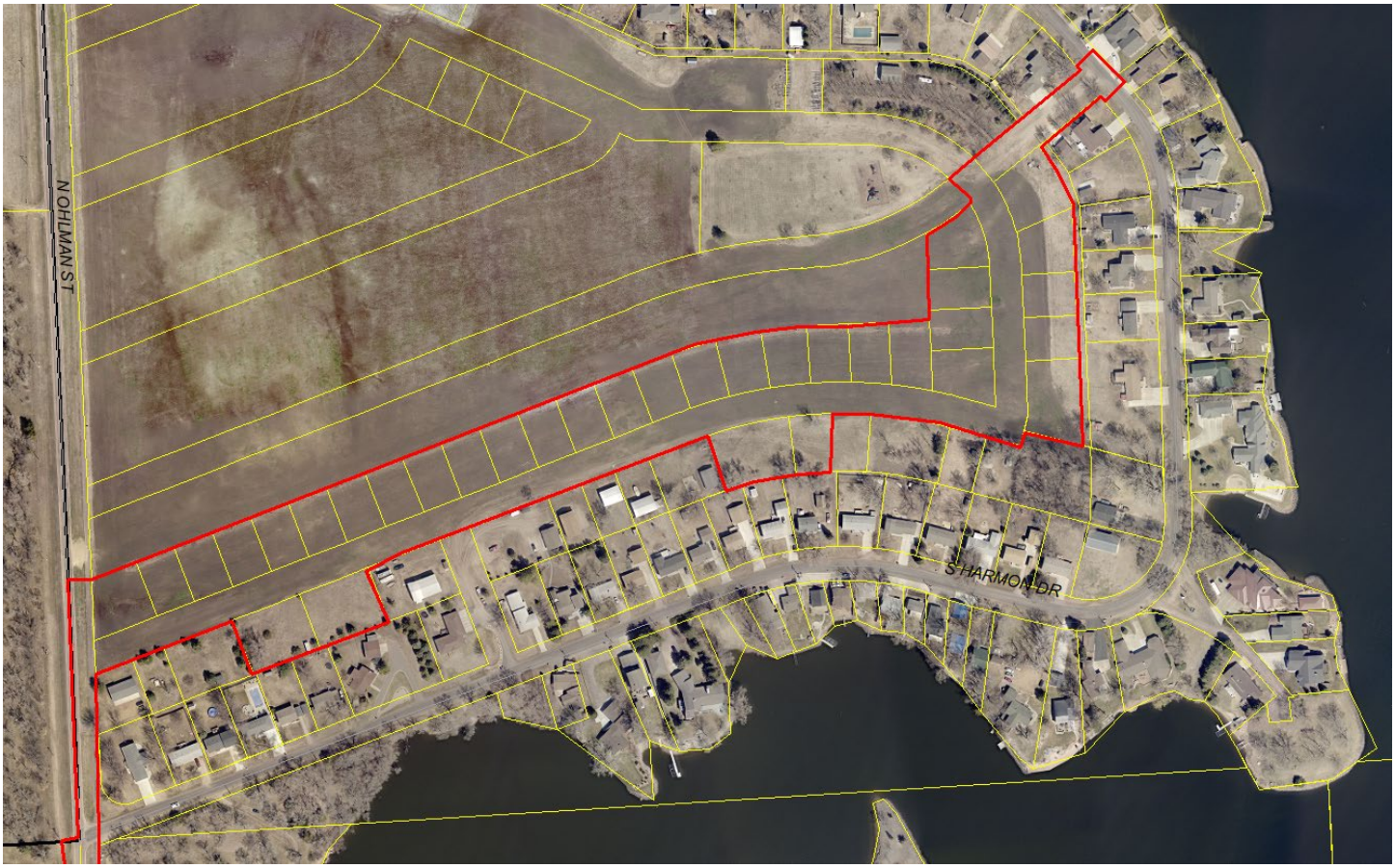
On this 2nd day of December, 2024, before me, the undersigned officer, personally appeared Jordan Hanson and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell, a South Dakota municipal corporation, and that in their official capacities, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

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

_____
Notary Public – South Dakota
My Commission Expires:_____

(seal)

SOUTH LAKE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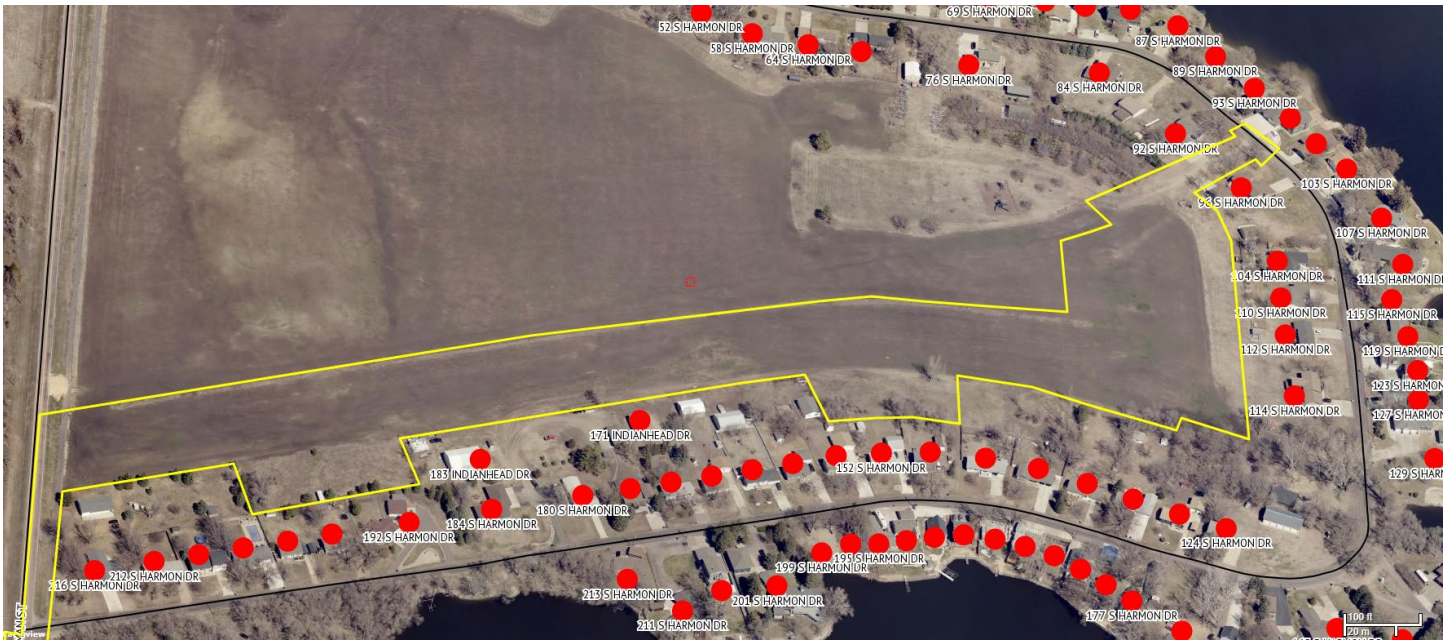
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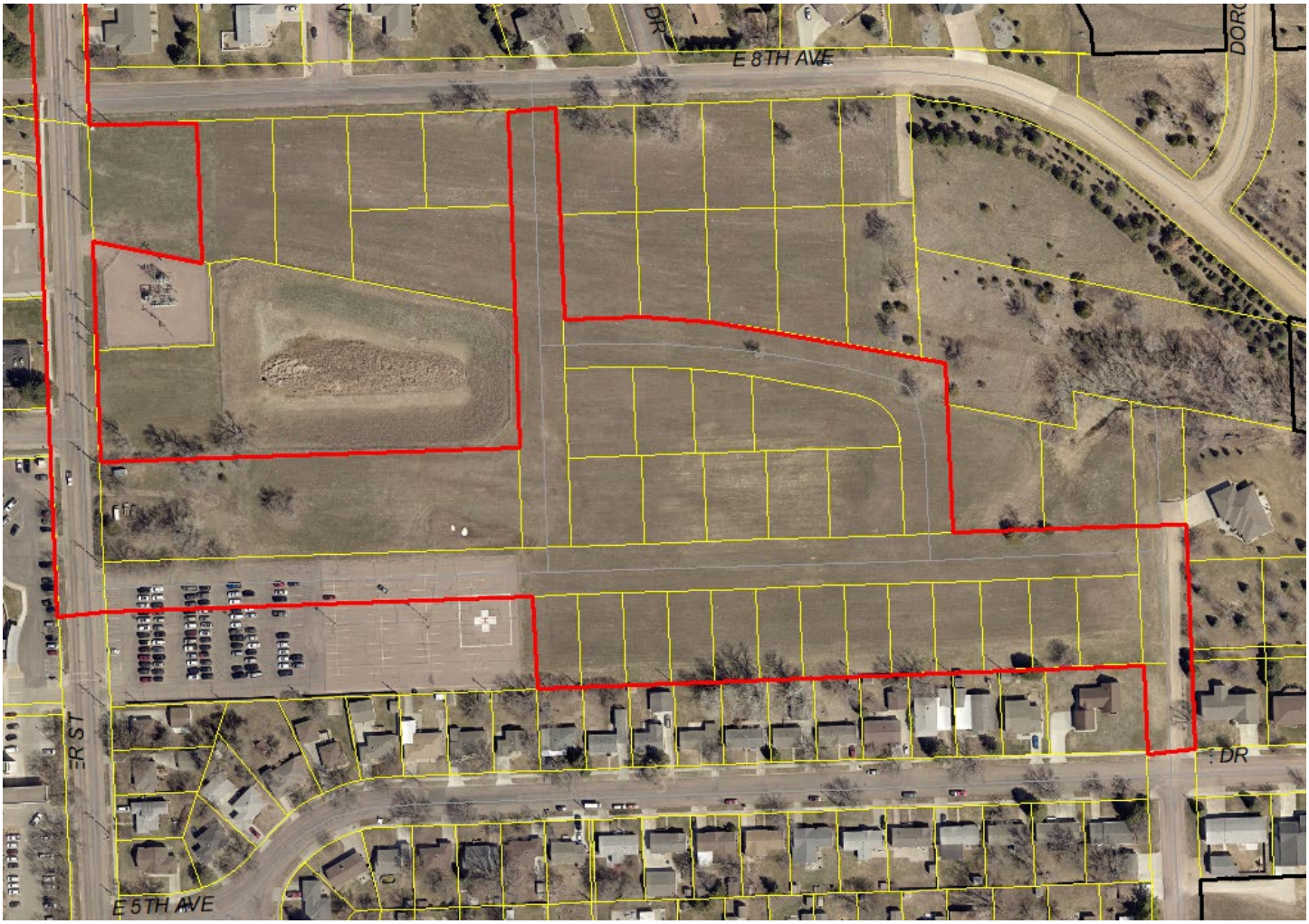
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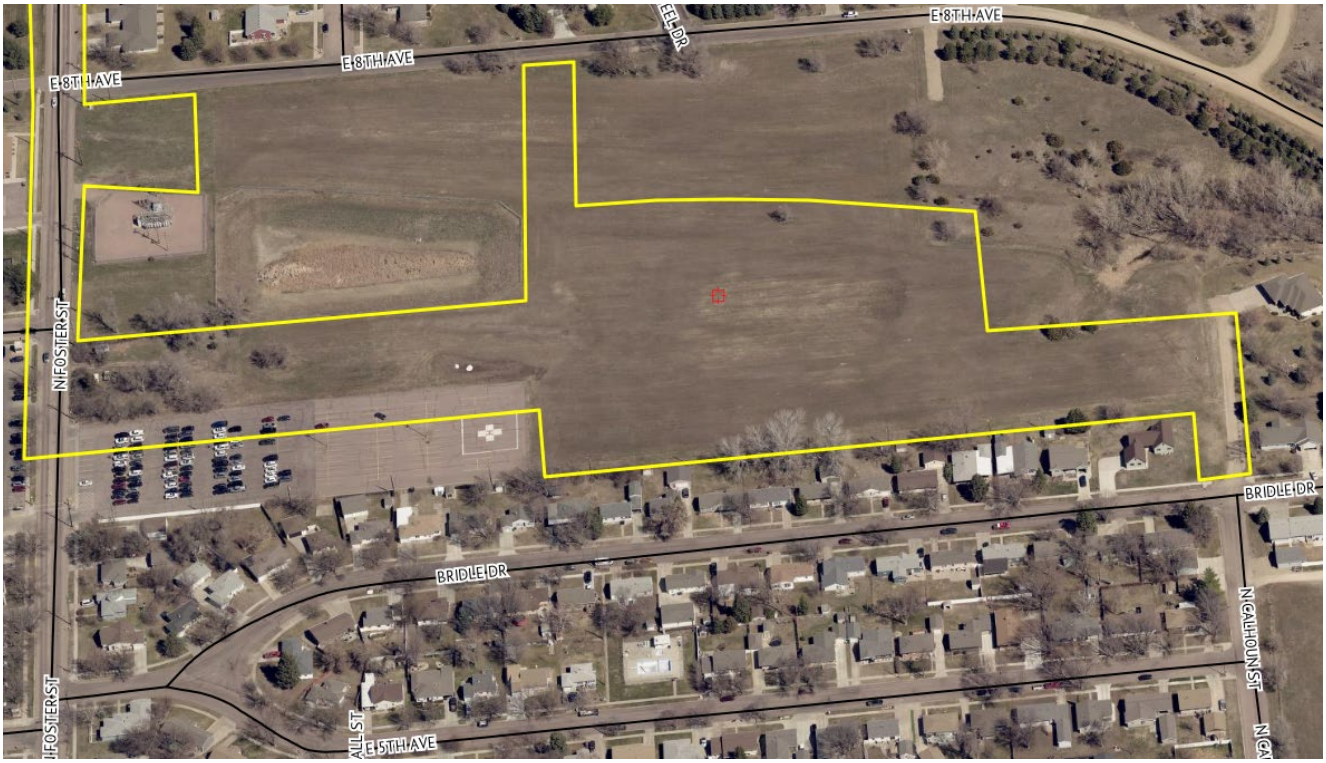
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CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	December 2, 2024	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action on Agreement #A2024-55, Clarification of Easements for 514 N Main		
Explanation/Background of Agenda Item Requested:	This Clarification of Easements was requested by the Title Company in relation to a closing for Bradley Theme LLC. The City previously granted two easements in relation to its property lying to the south of the 514 N Main Property owned by Bradley Theme LLC. This document clarifies that the original easement was superseded by the subsequent easement.		

This Document Prepared By:
Timothy G. Bottum, Esq.
MorganTheeler LLP
P.O. Box 1025, 1718 North Sanborn Blvd.
Mitchell, SD 57301
(605) 996-5588

CLARIFICATION OF EASEMENTS

AGREEMENT made the ____ day of _____, 2024, by and between the City of Mitchell, a South Dakota municipal corporation, of 612 N Main Street, Mitchell, South Dakota ("Grantor") and Bradley Theme LLC, a South Dakota limited liability company of 514 N Main Street, Mitchell, South Dakota ("Grantee").

RECITALS

A. Grantor is the owner of the following described real property, to-wit:

   Lot 13, Block 11, M.H. Rowley's Addition to the Town, now City, of Mitchell, Davison County, South Dakota, (hereinafter referred to as the "Grantor's Property").

B. Grantee is the owner of the following described real property, to-wit:

   Lots 14 and Lot 15 along with the South 10' of Lot 16, Block 11, M.H. Rowley's Addition to the Town, now City, of Mitchell, Davison County, South Dakota, (hereinafter referred to as the "Grantee's Property").

C. Grantor previously granted an Easement to Grantee crossing Lot 13 which is recorded at the Davison County Register of Deeds on August 15, 2023, at 11:57 AM as Document #A231704 in Book MR83 Page 367 ("Easement A").

D. Grantor also previously granted an Easement to Grantee crossing Lot 13 which is recorded at the Davison County Register of Deeds on March 26, 2024, at 3:25 PM as Document #A240506 in Book MR84 Page 126 ("Easement B").

E. The purpose of this Clarification of Easements is to clarify that Easement A has been replaced in its entirety by Easement B. Easement B remains in full force and effect.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS AS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. CLARIFICATION OF EASEMENTS. Grantor and Grantee agree that this Clarification of Easements does hereby confirm that Easement A has been replaced in its entirety by Easement B. Easement B remains in full force and effect.

2. MODIFICATION. It is agreed that any modification of this Agreement shall be ineffective unless the same shall be in writing and signed by the parties hereto.

3. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and date first above written.

_____
GRANTOR – City of Mitchell
By: Jordan Hanson, Mayor

ATTEST:

_____
Michelle Bathke, City Finance Officer

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the _____ day of _____, 2024, before me, the undersigned officer, personally appeared Jordan Hanson and Michelle Bathke, who acknowledged themselves to be the Mayor and City Finance Officer, respectively, of the City of Mitchell, a South Dakota municipal corporation, and that they as such Mayor and City Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Mitchell, South Dakota by themselves as Mayor and City Finance Officer, respectively. _____.

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

_____
My Commission Expires: Notary Public

[remaining signature page to follow]

_____
GRANTEE
Bradley Theme LLC
By: Jason Bradley, Member

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the _____ day of _____, 2024, before me, the undersigned officer, personally appeared Jason Bradley, who acknowledged himself to be one of the Members of Bradley Theme LLC, a South Dakota limited liability company, and that he as such Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the same of the limited liability company by himself as on of its Members.

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:	December 2, 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 #A2024-56, Release of Easement for 1605 East 5th Ave		
Explanation/Background of Agenda Item Requested:	This item was requested by the Title Company in relation to a sale of the 1605 East 5th Ave property. The document releases part of an easement stemming from a set of 1956 covenants that apply to the property. The easement area being released was never used by the City and a structure was constructed over it.		

This Document Prepared By:
Douglas N. Papendick
P. O. Box 954, 315 N. Kimball
Mitchell, SD 57301
Telephone: (605) 996-7551

RELEASE OF EASEMENT

RELEASE OF EASEMENT made this _____ day of December, 2024, by the City of Mitchell, South Dakota, a South Dakota municipal corporation, of 612 North Main Street, Mitchell, South Dakota (hereinafter referred to as the "City");

WITNESSETH:

Olga H. Ibis, Charles Ibis and Sandra Krause are the owners of the following described real property, to-wit:

> The East Fifty Feet (E. 50') of Lot Thirteen (13), and the West Twenty-five Feet (W. 25') of Lot Fourteen (14), Block Four (4), Bridle Acres Addition to the City of Mitchell, Davison County, South Dakota.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over a five-foot area on both rear and sides of each lot as recorded with the Davison County Register of Deeds in the Declaration of Restrictions and Covenants to Run With the Land Pertaining to Bridle Acres, and Addition to the City of Mitchell, South Dakota dated February 15, 1956, and recorded on April 5, 1956 in Miscellaneous Book 22 on Pages 286-287.

Said real property is shown on Exhibit A prepared by Infrastructure Design Group, Inc. dated November 25, 2024, and as described on Exhibit B, the "Declaration of Restrictions and Covenants to Run With the Land Pertaining to Bridle Acres, and Addition to the City of Mitchell, South Dakota" dated February 15, 1956, both of which are attached hereto and incorporated herein by reference.

By the execution of this Release of Easement, the City hereby RELEASES the Five Foot (5') easement located on the east Fifty Feet (50') of Lot Thirteen (13) and the Five Foot (5') easement located on the west Twenty-Five Feet (25') of Lot Fourteen, Bridle Acres Addition to the City of Mitchell, Davison County, South Dakota, for the installation and maintenance of utilities and drainage facilities as recorded with the Davison County Register of Deeds on April 5, 1956, in Miscellaneous Book 22 on Pages 286-287. Such release does not include any area which overlaps with the Five Foot (5')

easement running east/west across the southern boundary of the above-described east Fifty Feet (50') of Lot Thirteen (13) and west Twenty-Five Feet (25') of Lot Fourteen.

This Release of Easement shall not affect other easements on the property, and any other easements which intersect with the Easements addressed herein shall remain in full force and effect.

This Release shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors in interest and assigns.

Dated this _____ day of December, 2024.

CITY OF MITCHELL

By:_____
Jordan Hanson, Mayor

ATTEST:

_____
Michelle Bathke, City Finance Officer (SEAL)

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF DAVISON)

On this the _____ day of December, 2024, before me, the undersigned officer, personally appeared Jordan Hanson and Michelle Bathke, who acknowledged themselves to be the Mayor and City Finance Officer, respectively, of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and that they as such Mayor and City Finance Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Mitchell, South Dakota, by themselves as Mayor and City Finance Officer, respectively.

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

_____
Notary Public, South Dakota

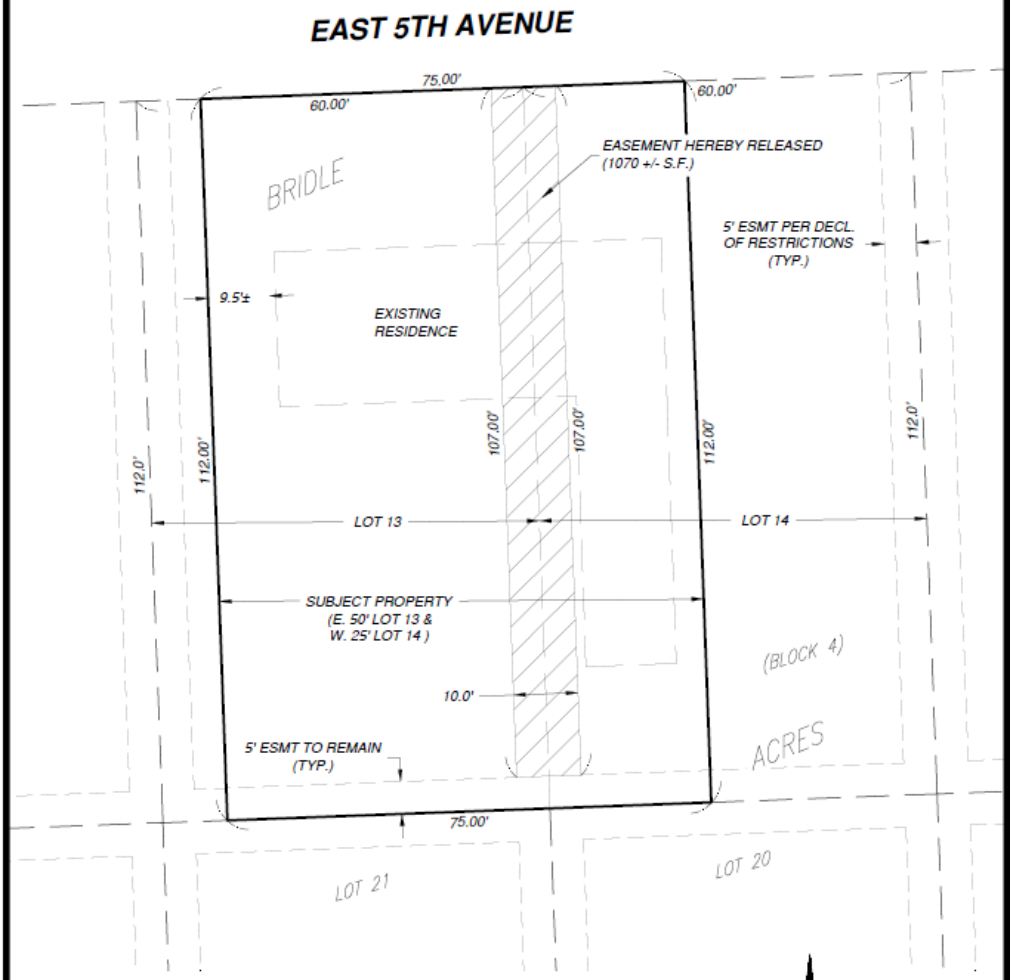
My Commission Expires:_____ (SEAL)

S:\D-2024 Projects\24185 - SPKK Law Easmt Release Exhibit\Survey\Drawing\24185 Rel of Easmt Exhibit A.dwg
PLOT DATE: 11/26/2024 11:14 AM Robert Kummer

EXHIBIT A

RELEASE OF EASMENT

The East Fifty Feet (E. 50') of Lot Thirteen (13), and the West Twenty-five Feet (W. 25') of Lot Fourteen (14), Block Four (4), Bridle Acres Addition to the City of Mitchell, Davison County, South Dakota.



SURVEYOR'S NOTES:

1. THE PURPOSE OF THIS EXHIBIT IS TO PROVIDE A REPRESENTATION OF RECORD TITLE INFORMATION. IT IS BASED ON EXISTING BUT NOT CONFIRMED BOUNDARY EVIDENCE AND IS SUBJECT TO ANY INACCURACIES THAT A BOUNDARY SURVEY MIGHT REVEAL. NO WARRANTY AS TO THE LOCATION OF THE BOUNDARY OF THE SUBJECT PROPERTY IS EXTENDED TO THE PRESENT OR FUTURE OWNERS OR OCCUPANTS.

2. DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL NOT BE USED FOR DEVELOPMENT PURPOSES.

N

0 5 10 20

SURVEYOR'S CERTIFICATION

I, ROBERT D. KUMMER, A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE INFORMATION SHOWN IS TRUE AND ACCURATE TO THE BEST OF KNOWLEDGE.

DATED THIS 26th DAY OF November, 2024

ROBERT D. KUMMER, RLS NO. 8298

REGISTERED LAND SURVEYOR
REG. NO. 8298
ROBERT D. KUMMER
SOUTH DAKOTA

PREPARED BY:

infrastructure design group, inc.

520 N. LAWLER ST
MITCHELL, SD 57301
PHONE: 605-271-5527
WEB: infrastructuredg.com

EXHIBIT A

1605 EAST 5TH AVENUE
MITCHELL, SD 57301

PROJ. NO:	24185
DATE:	11-25-24
DRAWN BY:	RDK
CHECKED BY:	RDK
SHEET NO:	1 OF 1

EXHIBIT B

DECLARATION OF RESTRICTIONS and COVENANTS TO RUN WITH THE LAND PERTAINING TO BRIDLE ACRES, an ADDITION TO THE CITY OF MITCHELL, SOUTH DAKOTA

The undersigned, Harold J. Johnson, of Mitchell, Davison County, South Dakota, the fee owner of all the real property, known and described as Irregular Tract Number 2 in Section 23, Township 103, Range 60, Except the North 183 Feet Thereof, in Davison County, South Dakota, the Plat of which being now recorded in Book 6 of Plat, at Page 4, in the office of the Register of Deeds of said County and State, hereby make the following declarations as to limitations and restrictions pertaining to said Bridle Acres Addition:

These Restrictions and Covenants are to run with the land and shall be binding on all partiesand all persons claiming through or under them.

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $8,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 666 square feet for a one-story dwelling, nor less than 620 square feet for a dwelling of more than one story.

BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 5 feet to any side street line, except that on all lots abutting _____ (collector and arterial streets) no building shall be located neared than 20 and 5 feet respectively to the street property lines of said streets. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setbank line nor shall any dwelling be erected or placed on any lot having an area of less that 6000 square feet,

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over ~~the rear five feet of each~~ a five foot area on both rear and sides of each lot.

NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and refuse or garbage shall be collected and hauled away at least once each seven days.

DATED at Mitchell, South Dakota this 15th day of February, 1956.

EXHIBIT B CONTINUED

H.J.Johnson

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)) SS

On this 15th day of February,1956,before me,the undersigned Notary Public,in and

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:	December 2, 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 #R2024-78, Plat of Lot 4, Block 6 of the Woods First Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot 4, Block 6 of the Woods First Addition, a subdivision of the E 1/2 of the SW 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by CJM Consulting Inc. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 11-25-24.		

RESOLUTION #R2024-78

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 25th day of November, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE E 1/2 OF THE SW 1/4 OF SECTION 23, 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, PLAT OF LOT 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE E 1/2 OF THE SW 1/4 OF SECTION 23, 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 2nd day of December, 2024.

_____

MAYOR

ATTEST:

_____

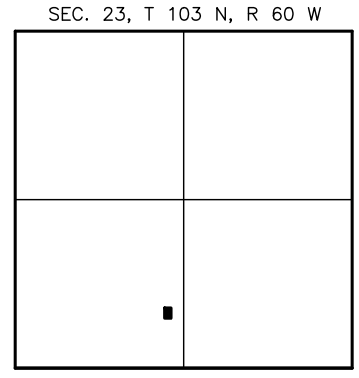
FINANCE OFFICER

{SEAL}

1800
1820
TIGER ST
CHARLES AVE
CJM Consulting Inc
Milo & Lorie Hanson
1801
Lot 4
+/- .37 Acres
CJM Consulting Inc

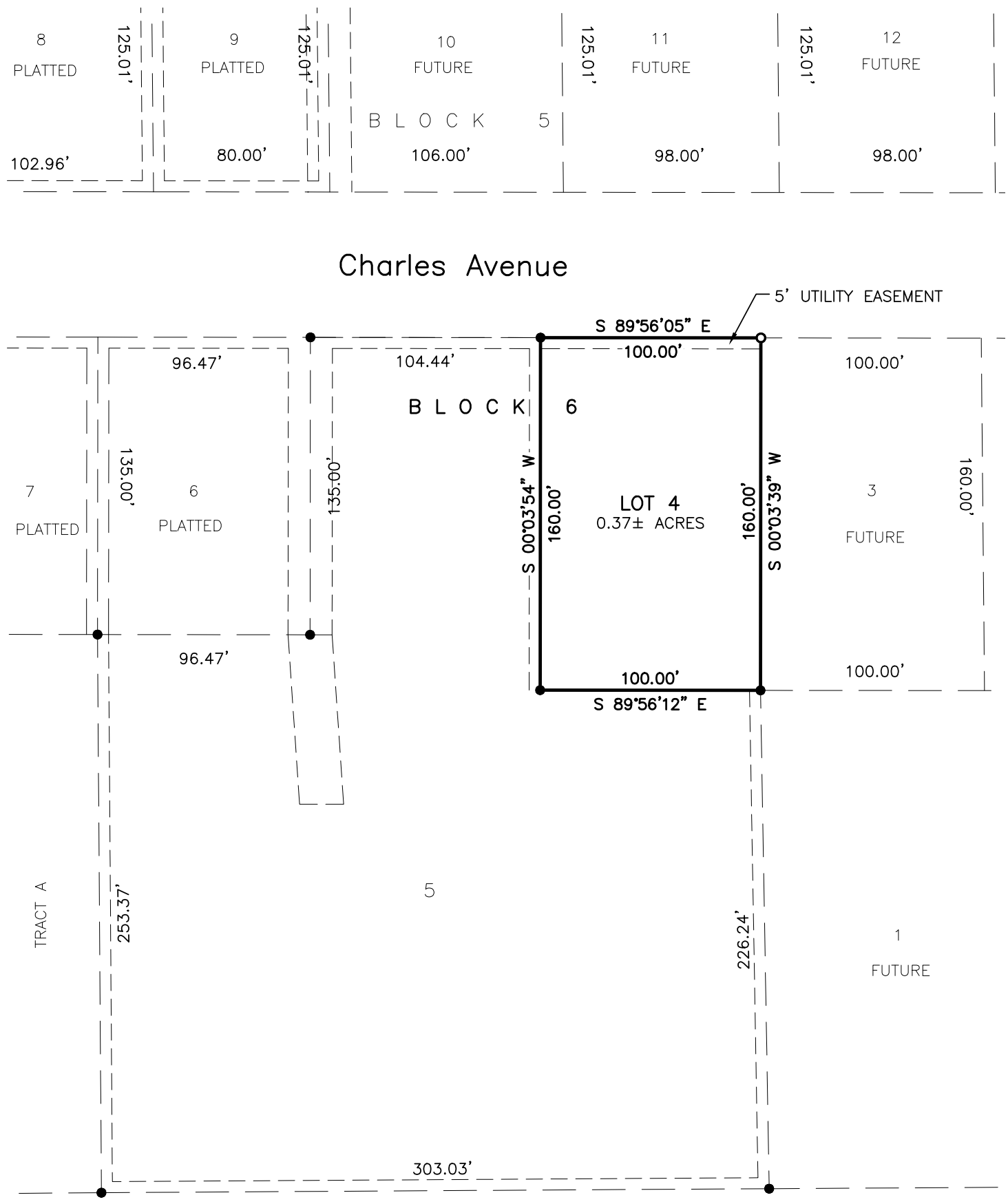
1809 CHARLES AVE
1801 CHARLES
CHARLES AVE
1800 CHARLES AVE

SEC. 23, T 103 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'

1 inch = 60 ft.



LEGEND

- ● = FOUND IRON MONUMENT
- ○ = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- ⊠ = SET NAIL
- ▲ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- ■ = FOUND NAIL
- ◇ = SET 3/8" x 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. – P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

BEARINGS ARE BASED ON AN ASSUMED COORDINATE SYSTEM USING GPS GRID BEARINGS/GROUND DISTANCES

EASEMENTS WITHIN LOT 4, BLOCK 6 DEDICATED BY THIS PLAT:

FRONT ALONG CHARLES AVENUE = 5' UTILITY EASEMENT

A PLAT OF LOT 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of CJM Consulting, Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to November 6, 2024, survey those parcels of land described as follows: LOT 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, 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 November, 2024.

_____
Registered Land Surveyor #SD13714

REGISTERED LAND SURVEYOR
REG. NO.
13714
JEREMY A.
WOLBRINK
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 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, 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 CJM Consulting, 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 THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, 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 CJM Consulting, 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 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and CJM Consulting, Inc., a South Dakota corporation, hereby dedicates to the public, for public use forever as such, the streets, alleys and easements, if any, as noted and shown on said plat; and that development of the land included within the boundaries of said Lot 4, Block 6 shall conform to all applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists Charles Avenue. 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.

_____
Charles J. Mauszycki, Jr., Vice President of CJM Consulting, 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 Charles J. Mauszycki, Jr., of CJM Consulting, Inc., a South Dakota corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

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 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, 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 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, 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 the City of Mitchell
Planning Commission

REGISTERED LAND SURVEYOR
REG. NO.
13714
JEREMY A.
WOLBRINK
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 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, 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 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, 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 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, 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 does hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2024.

_____
Finance Officer/Deputy Finance Officer of the City of Mitchell

CERTIFICATE OF COUNTY TREASURER

The undersigned does hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of this office, have been fully paid.

_____ _____
Treasurer/Deputy Treasurer of Davison County Date

DIRECTOR OF EQUALIZATION

The undersigned does hereby certify that a copy of the plat of LOT 4, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in this office.

_____ _____
Director of Equalization/Deputy Director of Equalization of 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 LAND SURVEYOR
REG. NO.
13714
JEREMY A.
WOLBRINK
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

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:	December 2, 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 #R2024-79, Plat of Lot B1 in the North 312.7 Feet of Lot B of Thomsen's 1st Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot B1 in the North 312.7 Feet of Lot B of Thomsen's 1st Addition, in the Southeast Quarter of the Southwest Quarter of Section 28, Township 103 North, Range 60 West of the 5th Principal Meridian, City of Mitchell, Davison County, South Dakota; as requested by Van Laecken Properties LLC. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 11-25-24.		

RESOLUTION #R2024-79

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 25th day of November, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT B1 IN THE NORTH 312.7 FEET OF LOT B OF THOMSEN'S 1ST ADDITION, IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Steven G. Zimmer, 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, PLAT OF LOT B1 IN THE NORTH 312.7 FEET OF LOT B OF THOMSEN'S 1ST ADDITION, IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Steven G. Zimmer, 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 2nd day of December, 2024.

_____

MAYOR

ATTEST:

_____

FINANCE OFFICER

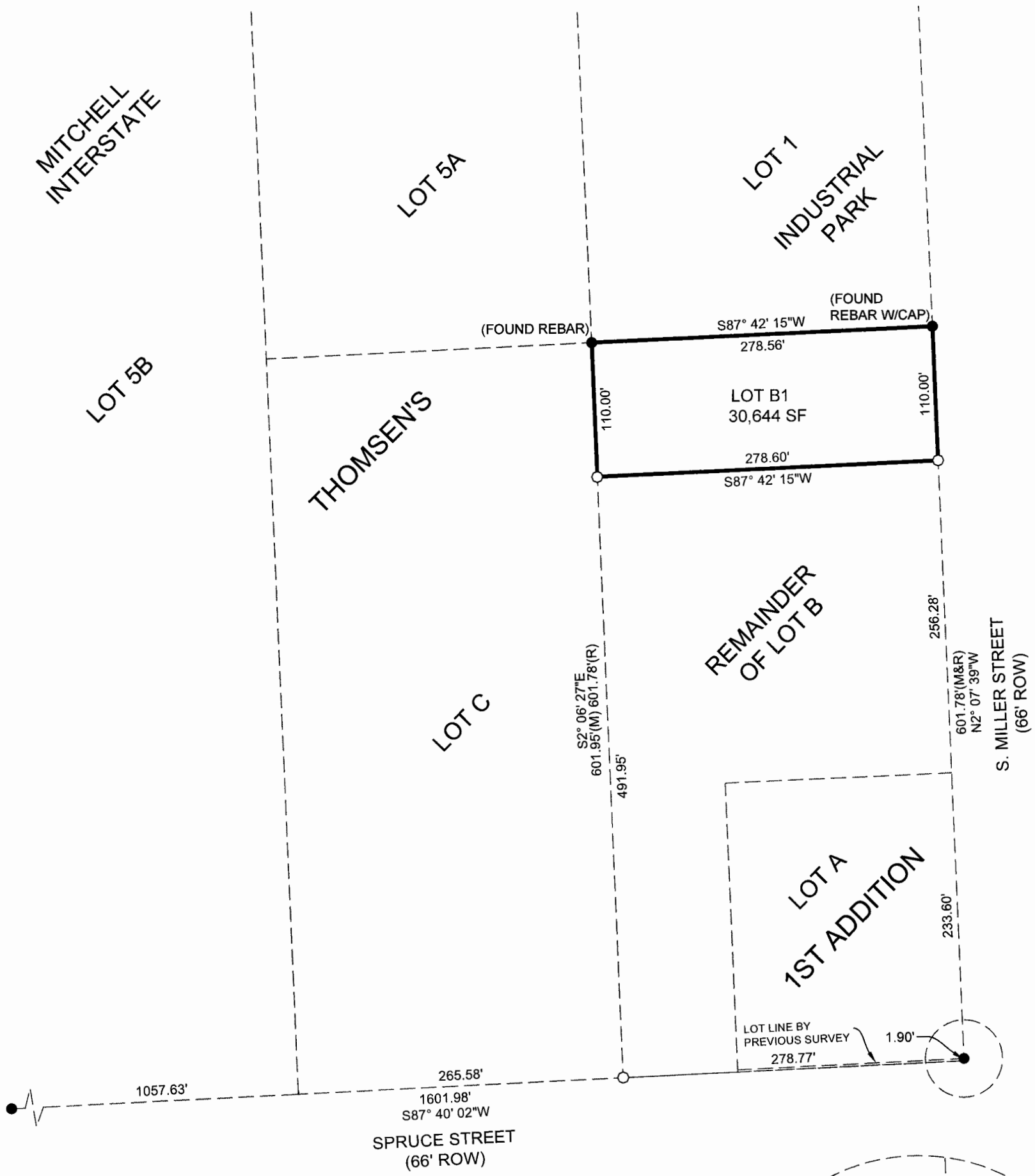
{SEAL}

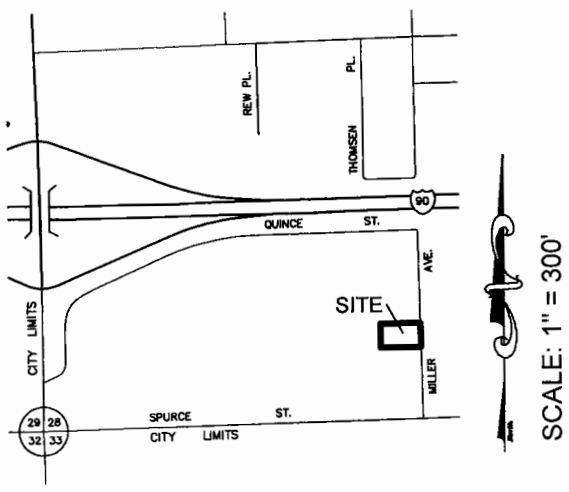
Lot B1
30,644 SF
Van Laecken Properties LLC
S MILLER ST
W SPRUCE ST
900
920
800

SPRUCE ST
920 W SPRUCE ST
900 W SPRUCE ST
S MILLER AVE
1918 S MILLER ST

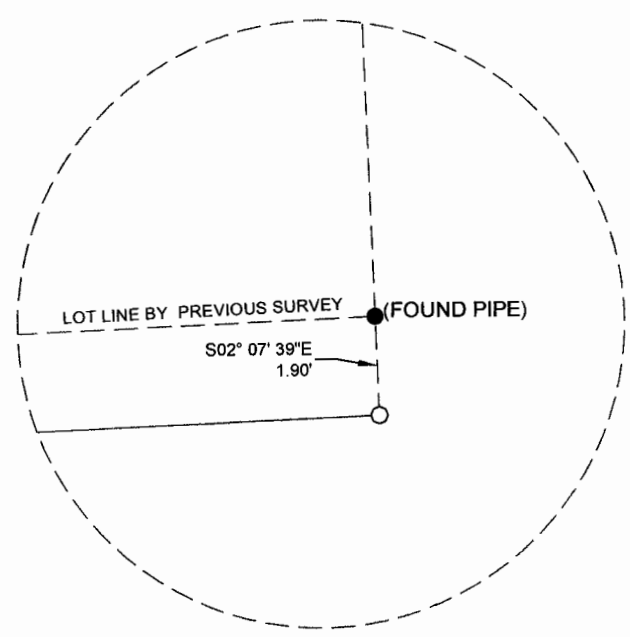
LOT B1 IN THE NORTH 312.7 FEET OF LOT B OF THOMSEN'S 1ST ADDITION,

IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.





AREA MAP: N.T.S.
CITY OF MITCHELL
SECTION 28, T103N,
R60W, 5TH P.M.



Brosz ENGINEERING, INC.

PREPARED BY:
BROSZ ENGINEERING, INC.
2309 W. 50th St.
Sioux Falls, SD 57105

t (605) 336-1676
f (605) 336-1853
www.broszeng.com

LEGEND:

- ● FOUND MONUMENT
- ○ SET 5/8" REBAR WITH CAP #9593
- (R) RECORD INFORMATION

NOTE:

BASIS OF BEARING IS SOUTH DAKOTA STATE PLANE SOUTH, GROUND DISTANCE.

PROJ. NO.: 2407053 DRAWN BY: CHS DATE: 11/1/2024

LOT B1 IN THE NORTH 312.7 FEET OF LOT B OF THOMSEN'S 1ST ADDITION,

IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

SURVEYOR'S CERTIFICATE

I, STEVEN G. ZIMMER, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA, DO HEREBY STATE THAT I DID ON OR BEFORE NOVEMBER 1ST, 2024, SURVEY PART OF LOT B OF THOMSEN'S FIRST ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA AND PLATTED THE SAME INTO LOT B1 IN THE NORTH 312.7 FEET OF LOT B OF THOMSEN'S FIRST ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA. CONTAINING 0.70 ACRES.

DATED THIS 4TH DAY OF NOVEMBER, 2024.

REGISTERED LAND SURVEYOR
REG. NO. 9593
STEVEN G. ZIMMER
SOUTH DAKOTA

STEVEN G. ZIMMER, REGISTERED LAND SURVEYOR NO. 9593

OWNER'S CERTIFICATE

I, CHAD VAN LAECKEN, PRESIDENT OF VAN LAECKEN PROPERTIES LLC, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL LAND INCLUDED IN THE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSES OF LOCATING, MARKING, PLATTING AND/OR TRANSFER, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, DRAINAGE, AND EROSION AND SEDIMENT CONTROL REGULATIONS.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER, THE STREETS, ROADS, ALLEYS, PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ROADS, ALLEYS, PARKS AND PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS AND PURSUANT TO 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 PROTECTION OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISION THAT SHOW DOCUMENTATION THAT WASTEWATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM..

I, CHAD VAN LAECKEN, PRESIDENT OF VAN LAECKEN PROPERTIES LLC, DO HEREBY CERTIFY THAT THIS REPLAT WILL NOT PLACE ANY EXISTING LOT OR BUILDING IN VIOLATION OF ANY APPLICABLE ORDINANCE, CODE, REGULATION, OR LAW INCLUDING BUT NOT LIMITED TO ZONING, BUILDING, SUBDIVISION, AND FLOOD PREVENTION.

CHAD VAN LAECKEN, PRESIDENT OF VAN LAECKEN PROPERTIES, LLC THIS_____DAY OF_____,20___

STATE OF _____)
)SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20___, BEFORE ME, _____THE UNDERSIGNED OFFICER, APPEARED THE INDIVIDUAL CHAD VAN LAECKEN, OF VAN LAECKEN PROPERTIES LLC, AND THAT HE, AS PRESIDENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT OF VAN LAECKEN PROPERTIES LLC..

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20___.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
STATE OF _____

ROAD AUTHORITY CERTIFICATE

I, _____, _____(NAME), OF THE CITY OF MITCHELL, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED BY ME OR MY AUTHORIZED AGENT AND THAT THIS PLAT IS RECOMMENDED FOR APPROVAL.

AUTHORIZED AGENT SIGNATURE THIS_____DAY OF_____,20

PROJ. NO.: 2407053 DRAWN BY: CHS DATE: 11/1/2024

LOT B1 IN THE NORTH 312.7 FEET OF LOT B OF THOMSEN'S 1ST ADDITION,

IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF LOT B1 IN THE NORTH 312.7 FEET OF LOT B OF THOMSEN'S FIRST ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY STEVEN G. ZIMMER, 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, 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 LOT B1 IN THE NORTH 312.7 FEET OF LOT B OF THOMSEN'S FIRST ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY STEVEN G. ZIMMER, 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 HELD ON THE

_____ DAY OF _____, 20___

_____
CHAIRPERSON/VICE CHAIRPERSON OF THE CITY OF PLANNING COMMISSION

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT IS MEETING HELD ON THE _____ DAY OF _____, 2024;

AND

WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF LOT B1 IN THE NORTH 312.7 FEET OF LOT B OF THOMSEN'S FIRST ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS PREPARED BY STEVEN G. ZIMMER, 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 B1 IN THE NORTH 312.7 FEET OF LOT B OF THOMSEN'S FIRST ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY STEVEN G. ZIMMER, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL. THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE

_____ DAY OF _____, 20___.

_____
FINANCE OFFICER/DEPUTY FINANCE OFFICER
CITY OF MITCHELL

COUNTY TREASURER'S CERTIFICATE

I, THE TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND SHOWN IN THE ABOVE PLAT AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN PAID IN FULL.

THIS_____DAY OF_____,20_____.

_____
TREASURER/DEPUTY TREASURER
DAVISON COUNTY, SOUTH DAKOTA

COUNTY DIRECTOR OF EQUALIZATION CERTIFICATE

I, THE DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED IN MY OFFICE.

THIS_____DAY OF_____,20_____.

_____
DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION
DAVISON COUNTY, SOUTH DAKOTA

COUNTY REGISTER OF DEEDS

FILED FOR RECORD THIS _____ DAY OF _____, 20_____, AT

_____ O'CLOCK, _____M., AND RECORDED IN BOOK _____ OF

PLATS ON PAGE _____.

_____
REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS
DAVISON COUNTY, SOUTH DAKOTA

PROJ. NO.: 2407053

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:	December 2, 2024	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Second Reading on Ordinance #O2024-12, 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. No changes were made following first reading.		

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: _____

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: 2024 Supplemental Appropriation Ordinance

Listed below are the requested supplements for the end of the 2024 Fiscal Year. The supplements are using specified revenue streams or a contingency fund transfer from the General Fund.

General Fund

City Council

- CDBG Safehouse in the amount of $1,400,000 for the Safehouse CDBG Grant. The City has received grant funds to pay for the expenses paid out of this account

Funding Source: 2024 General Fund Cash- Grant Fund Received

Mayor's Office

- Veteran's Park in the amount of $6,700 to pay for maintenance expenses in the Veteran's Park.

Funding Source: 2024 General Fund Designated Funds- from private donations.

Park & Recreation Fund

Recreation & Aquatics

- Pool Chemicals in the amount of $4,300 due to actuals over the approved budget amount.
- Utilities Aquatics in the amount of $7,700 for utility costs that are over budget.

Funding Source: 2024 Park Fund Cash (General Fund Contingency Transfer & Unspent Health Insurance Budget)

Recreation Center

- Compensated Absences in the amount of $30,000 due to employee retirements.
- Repairs & Maintenance in the amount of $70,000 for unforeseen HVAC repairs at the Rec Center

Funding Source: 2024 Park Fund Cash (General Fund Contingency Transfer & Unspent Health Insurance Budget)

Sports Complex

- Overtime in the amount of $500 due to actuals over the approved budget amount.
- Professional Services in the amount of $250 due to actuals over the approved budget amount.
- Repairs & Maintenance in the amount of $1,700 due to unanticipated repairs.
- Capital Improvements- Press Box in the amount of $9,000 due to council approved change orders.

Funding Source: 2024 Park Fund Cash (General Fund Contingency Transfer & Unspent Health Insurance Budget)

Parks

- Supplies & Materials in the amount of $2,500 due to actuals over the approved budget amount.
- Mosquito Program in the amount of $2,250 due to additional mosquito spraying requested after flooding in June.
- Capital Buildings in the amount of $4,500 due to actuals over the approved budget amount.

Funding Source: 2024 Park Fund Cash (General Fund Contingency Transfer & Unspent Health Insurance Budget)

Supervision

- Compensated Absences in the amount of $13,275 due to a retirement.
- Insurance in the amount of $10,500 due to unanticipated premium increases.

Funding Source: 2024 Park Fund Cash (General Fund Contingency Transfer & Unspent Health Insurance Budget)

City of Mitchell | City Administrator
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8143
CityOfMitchell.org

Corn Palace Fund

- Overtime in the amount of $7,000 due to actual amounts over the approved budget.
- Part-time in the amount of $56,000 due to actual amounts over the approved budget.
- Compensated Absences in the amount of $20,000 due to retirements.
- Insurance in the amount of $5,000 due to unanticipated premium increases.
- Advertising in the amount of $6,500 due to actual amounts over the approved budget.
- Rental- Sound & Light in the amount of $9,600 due to actual amounts over the approved budget.
- Contract Services- Alcohol in the amount of $2,000 due to actual amounts over the approved budget.
- Cost of Goods Sold in the amount of $32,000 due to actual amounts over the approved budget.
- Cost of Goods Sold- Alcohol in the amount of $3,400 due to actual amounts over the approved budget.
- Gas & Fuel in the amount of $500 due to actual amounts over the approved budget.
- Travel, Conference & Dues in the amount of $500 due to actual amounts over the approved budget.
- Utilities- Water/Sewer in the amount of $8,000. There was an error found in the way the Corn Palace was being billed for utilities. This was corrected, and required the Corn Palace to make a one-time, catch-up payment.
- Corn Palace Plaza Utilities in the amount of $1,500 due to actual amounts over the approved budget.
- Ticketing fees in the amount of $6,000. There were more tickets sold in 2024 for Festival which resulted in increased ticket fees, and increased revenue as well. Additional ticket fees will be incurred throughout the remaining 2024 events. Ticket fees are charged back to the ticket purchaser, so there will be revenue to offset the cost.
- Labor-Usher in the amount of $2,500 due to actual amounts over the approved budget.
- Entertainment in the amount of $27,000 due to actual amounts over the approved budget. This is for festival entertainment as well as the free entertainment on the Corn Palace Stage. Additional revenue was received above budget in 2024 for Festival that will cover this cost.
- Tourism Tax 1.5% in the amount of $3,500 due to additional tickets sold during festival. This item is also charged as part of the ticket purchase process. Additional revenue was received above budget in 2024 to cover this cost.

Funding Source: 2024 Corn Palace Fund Cash ($179,794 of revenue above budget, and general fund contingency transfers).

Business Improvement District (BID) # 4

- Board Projects in the amount of $30,000 for a contribution towards the indoor pool debt service payment as approved by the BID Board.
- Sports Authority Promotion in the amount of $50,000 for the additional budget approved by the BID 4 board.

Funding Source: 2024 BID 4 Fund Cash

Community Services

Palace Transit

- Overtime in the amount of $4,500 due to actual amounts over budget.
- Compensated Absences in the amount of $1,000 due to retirements.
- Insurance in the amount of $2,000 due to actual amounts over budget.
- Advertising in the amount of $500 due to actual amounts over budget.
- Repairs & Maintenance in the amount of $3,000 due
- Computer Software Support in the amount of $1,500 due to actual amounts over budget.
- Passenger Bus in the amount of $43,000 due to a capital request approved after the 2024 budget was finalized.
- Office Equipment in the amount of $1,500 due to actual amounts over budget.

Funding Source: 2024 Community Services Fund Cash from General Fund Contingency Transfer

City of Mitchell | **City Administrator**
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8143
CityOfMitchell.org

JVCC

- Fundraising in the amount of $6,000 due to actual amounts over budget.

Funding Source: 2024 Community Services Fund Cash from General Fund Contingency Transfer

Airport Fund

- Compensated Absences in the amount of $15,500 due to a retirement.
- Pavement Maintenance in the amount of $5,500 due to item not included in the 2024 budget request, but approved by City Council.

Funding Source: 2024 Airport Fund Cash from General Fund Contingency Transfer

ORDINANCE NO. O2024-13
SUPPLEMENTAL APPROPRIATION ORDINANCE
CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

BE IT ORDAINED, BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, that the following sums be appropriated to authorize certain expenditures and to meet certain obligations for the year 2024 according to statute. All appropriations will come from cash balance and financing in the listed funds.

GENERAL FUND

CITY COUNCIL

101-41110-42950	CDBG Safehouse	$1,400,000

MAYOR'S OFFICE

101-41210-43300	Veteran's Park	$ 6,700

PARK FUND

RECREATION & AQUATICS

201-45110-42602	Pool Chemicals	$ 4,300
201-45110-42850	Utilities- Aquatics	$ 7,700

RECREATION CENTER

201-45140-41700	Compensated Absences	$ 30,000
201-45140-42500	Repairs & Maintenance	$ 70,000

SPORTS COMPLEX

201-45160-41110	Overtime	$ 500
201-45160-42200	Professional Services	$ 250
201-45160-42500	Repairs & Maintenance	$ 1,700
201-45160-43320	Capital Improvements- Press Box	$ 9,000

PARKS

201-45210-42600	Supplies & Materials	$ 2,500
201-45210-42900	Mosquito Program	$ 2,250
201-45210-43200	Capital Buildings	$ 4,500

SUPERVISON

201-45220-41700	Compensated Absences	$ 13,275
201-45220-42100	Insurance	$ 10,500

CORN PALACE FUND

202-45650-41110	Overtime	$ 7,000
202-45630-41110	Part-time	$ 56,000
202-45630-41700	Compensated Absences	$ 20,000
202-45630-42100	Insurance	$ 5,000
202-45630-42320	Advertising	$ 6,500
202-45630-42400	Rental- Sound/Light	$ 9,500
202-45630-42520	Contract Services- Alcohol	$ 2,000
202-45630-42610	Cost of Goods Sold	$ 32,000
202-45630-42615	Cost of Goods Sold- Alcohol	$ 3,400
202-45630-42620	Gas & Fuel	$ 500

202-45630-42700	Travel, Conference, Dues	$ 500
202-45630-42830	Utilities- Water/Sewer	$ 8,000
202-45630-4285?	Corn Palace Plaza Utilities	$ 1,500
202-45630-42908	Ticketing Fees	$ 6,000
202-45630-42902	Labor- Ushers	$ 2,500
202-45630-42905	Entertainment	$ 27,000
202-45630-42931	Tourism Tax 1.5%	$ 3,500

BUSINESS IMPROVEMENT DISTRICT #4 FUND

209-46530-42900	Board Projects	$ 30,000
209-46530-42900	Sports Authority Promotion	$50,000

BUSINESS IMPROVEMENT DISTRICT #3 FUND

213-46311-42910	Streetscape	$ 100,000
213-46311-42950	Publication Costs	$ 1,000

COMMUNITY SERVICES FUND

PALACE TRANSIT

218-45150-41110	Overtime	$ 4,500
218-45150-41700	Compensated Absences	$ 1,000
218-45150-42110	Insurance	$ 2,000
218-45150-42320	Advertising	$ 500
218-45150-42500	Repairs & Maintenance	$ 3,000
218-45150-42920	Computer Software Support	$ 1,500
218-45150-43410	Passenger Bus	$ 43,000
218-45150-43440	Office Equipment	$ 1,500

JVCC

218-45180-42900	Fundraising	$ 6,000

AIRPORT FUND

230-43500-41700	Compensated Absences	$ 15,500
230-43500-42510	Pavement Maintenance	$ 5,500

Attest:

_____
Mayor

_____
Finance Officer
[Seal]

First Reading: December 2, 2024
Second Reading: December 16, 2024
Adoption: December 16, 2024

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	December 2, 2024	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Discussion on Medical Cannabis License Ordinance		
Explanation/Background of Agenda Item Requested:	At the last regular meeting, council requested that a discussion item be placed on the agenda in regard to the medical cannabis license ordinance. The topic that prompted the discussion was hours of operation, although other changes may be discussed during this agenda item. Comments from council will guide whether an ordinance is brought forward to make any changes to the medical cannabis license ordinance and, if so, what changes would be included in that ordinance. For council reference, hours of operation for medical cannabis dispensaries are currently set by Mitchell City Code Section 4-11-9(B)(7) which limits these hours to 8:00 AM to 8:00 PM. These hours were initially set to roughly track typical hours of operation for pharmacies.		