



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
January 6, 2025

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: United Church of Christ**
- 4. Roll Call**
- 5. Oath of Office for Dave Sietsema, Corn Palace Director**
- 6. 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. Declare Items Surplus**
 - C. Raffle Permits**
 - D. Volunteer Board Appointments:**
 - Reappoint Dave Helleloid to the Sports & Events Authority Committee for a term to run from January 2025-December 2027
 - Reappoint Jim Johnston to the Sports & Events Authority Committee for a term to run from January 2025-December 2027
 - E. Mitchell Republic as the Newspaper Designation for 2025**
 - F. Change Order No. 1 to First Rate Excavate, Inc. for the South Wastewater Treatment Project for Bid Schedule B, Project #2022-01**
 - G. Set date of January 21, 2025 for Hearing and Action on the Application to Transfer RB-2841 Retail (on-off sale) Malt Beverage & SD Farm Wine License from Eight West LLC, dba Super 8 Mitchell, 1700 South Burr Street to TBM LLC dba Mitchell Liquor and Wine, 1620 South Burr Street, Suite 4 (Video Lottery is included)**
 - H. Pay Estimates**
 - I. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer**
- 7. Motion To Approve, Request Public Comment, Roll Call**
- 8. 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.

9. Mayor & City Council Discussion Items

10. BOARD OF ADJUSTMENT: Entertain a Motion For The City Council To Recess And Sit As The Board Of Adjustment

A. Action to Set Date for Board of Adjustment Hearing 1-21-25

Ashbrook Trail Apartment Limited Partnership has applied for a conditional use permit for multi-family dwellings of more than 24 units; located in the 2100 block of North Minnesota St, legally described as Block 1 Ex N 345' and Ex Lot 1, Block 1 of Fullerton Properties' First Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

Bob Jackson has applied for a Variance Permit for combination of attached and detached accessory buildings of 3,247 square feet vs 2,000 square feet to build a new attached accessory building of 3,047 square feet and detached accessory building of 200 square feet. This is located at 1800 Block of Charles Ave, legally described as E 50' of Lot 4 & all of Lot 3, 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. The property is zoned R4 High Density Residential District.

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

12. Action to Approve 2025 Official Depositories

13. Action to Award Bid for 2nd, 4th & Main Streetscape Improvement Project #2023-21

14. Action to Approve Removing the \$10 Spring Cleanup Collection Fee

15. Action to Approve Additional Tree Removal for Highway 37 Project by Runge Enterprises

16. Action to Approve Amendment #2 to Agreement #A2021-11, Waste Water Plant Improvement Project #2021-31 with HDR Engineering

17. Action to Approve Amendment #1 to Agreement #A2022-18, 1st & Main Traffic Signals Project #2022-8R with HR Green

18. Action to Approve Amendment #1 to Agreement #A2024-32, Pickleball Courts Engineering with SPN & Associates Project #2023-14

19. Action to Approve Agreement #A2025-01, EPA Risk Management Plan Project #2025-3 with HDR Engineering

20. Action to Approve Agreement #A2025-02, 2nd, 4th & Main Streetscape for Construction Services Project #2023-21 with McLaury Engineering

21. Action to Approve Resolution #R2025-01, Landfill Scraper Grant Application

- 22. Action to Approve Resolution #R2025-02, A Resolution Amending the 2025 Compensation Plan**
- 23. Second Reading on Ordinance #O2024-14, Updating Hours of Operation for Medical Cannabis Dispensaries**
- 24. Motion to Adopt Ordinance #O2024-14, Request Public Comment, Roll Call**
- 25. First Reading on Ordinance #O2025-01, Updating Provisions of the Mitchell City Code In Relation To the Use of the Term Fire Marshal**
- 26. Discussion on Corn Palace Seat Replacements**
- 27. Council Discussion for Potential Northwest Railroad Shared Use Path Project**
- 28. Continued Discussion of Sidewalk Assessment Projects for 2025**
- 29. Motion to Enter into Executive Session According to SDCL 1-25-2(3) Legal**
- 30. 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**

**December 16, 2024
6:00 P.M.**

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

ABSENT:

PRESIDING: Mayor Jordan Hanson

AGENDA:

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

- a. City Council Minutes
 - 1. City Council December 2, 2024
- b. Committee Reports
 - 1. Planning Commission November 25, 2024
 - 2. Planning Commission December 9, 2024 (unsigned)
- c. Department Reports
 - 1. Sales Tax Collections (November)
 - 2. Finance (November)
 - 3. Building Permits (November)
 - 4. Police (November)
 - 5. Fire (November)
 - 6. Code Enforcement (November)
 - 7. Palace Transit (October)
 - 8. Water (November)
- d. Automatic Supplement
 - 1. TID #8-Highland in the amount of \$190,000 from tax revenue
 - 2. TID #9-Vantage Point in the amount of \$6,000 from tax revenue
 - 3. TID #14-Pepsi in the amount of \$2,000 from tax revenue
 - 4. TID #16-Innovative in the amount of \$38,000 from tax revenue
 - 5. TID #24-Performance Pet in the amount of \$66,000 from tax revenue
 - 6. TID #26-Western Building in the amount of \$2,000 from tax revenue
 - 7. TID #27-Fiala in the amount of \$15,000 from tax revenue
 - 8. TID #28-Flats on Havens in the amount of \$6,000 from tax revenue
 - 9. TID #29-Woolworth in the amount of \$2,000 from tax revenue
 - 10. EMS in the amount of \$76,726.89 from grant funds
 - 11. Police in the amount of \$1,210.65 from insurance proceeds

12. Parks in the amount of \$945.49 from a donation of funds
13. Parks in the amount of \$616.00 from grant funds
- e. Raffle Permits
 1. Mitchell Masonic Hall with the drawing to be held on January 9, 2025
 2. Mitchell/Alexandria/Emery Pink Ladies Dart League with the drawing to be held on January 25, 2025
 3. SD Shooting Sports Foundation with the drawing to be held on June 1, 2025
- f. Reclassify Corn Palace Fund from #202-Special Revenue Fund to #613-Enterprise Fund for 2024
- g. 2025 Employee Benefits
- h. Acceptance of Leary Firefighters Foundation Grant
- i. Sub-Recipient Agreement with the State of South Dakota Department of Public Safety Office of Emergency Management
- j. Application for Solid Waste Management Program Grant for Tractor-Scraper Project #2025-02
- k. Volunteer Board Appointments
 1. Reappoint Ben Kalovsky to the Business Improvement Board #3 for a term to run from January 2025-December 2027
 2. Reappoint Melissa Schwalm to the Business Improvement Board #3 for a term to run from January 2025-December 2027
 3. Appoint Bobbi Anderberg to fill an unexpired term (Hotel Representative) to the Business Improvement District Board #4 for a term to run from January 2025-December 2026
 4. Reappoint Tim Smith to the Sports & Events Advisory Committee for a term to run from January 2025-December 2027
- l. Volunteer List
- m. Set date for bid opening 1:30 PM, December 18, 2024 for 2nd/4th & Main Streetscape Project #2023-21
- n. Pay Estimates December 16, 2024

Pay Estimate #19 in the amount of \$9,142.80 for Above Ground Storage Tank #2020-20 contracted to Rice Lake West

Pay Estimate #33 in the amount of \$9,740.50 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering

Pay Estimate #13 in the amount of \$32,000.00 for Spruce Street Railroad Crossing #2021-39 contracted to Brosz Engineering

Pay Estimate #4 in the amount of \$1,654,543.22 for Waste Water Treatment Plant-Phase II #2022-01 contracted to John T. Jones Construction

Pay Estimate #1 in the amount of \$36,565.00 for 7th & Main Signal Replacement #2022-08 contracted to Traffic Control Corporation

Pay Estimate #13 in the amount of \$37,911.25 for 3rd & Main Streetscape #2022-26 contracted to McLaury Engineering

Pay Estimate #8 in the amount of \$1,074.50 for Lake Mitchell Jetty #2023-03 contracted to Shive-Hattery

Pay Estimate #3 in the amount of \$66,510.85 for Cadwell Booster Station #2023-19 contracted to 605 Companies Inc.

Pay Estimate #11 in the amount of \$2,451.45 for 2nd/4th & Main Street #2023-21 contracted to McLaury Engineering

Pay Estimate #7 in the amount of \$2,960.00 for West End Bridge #2023-23 contracted to Brosz Engineering

Pay Estimate #1 in the amount of \$119,662.00 for Dump Truck Chassis #2024-18 contracted to I-State Truck Center

Pay Estimate #3 in the amount of \$10,000.00 for Airport Snow Removal #2024-22 contracted to Quality Cut Lawn

Pay Estimate #5 in the amount of \$2,620.00 for Old Landfill Leachate Monitoring #2024-28 contracted to GeoTek Engineering

Pay Estimate #5 in the amount of \$3,940.00 for New Landfill Monitoring #2024-29 contracted to GeoTek Engineering

Pay Estimate #1 in the amount of \$105,170.00 for Walking Floor Trailer #2024-31 contracted to Wilkens Industries

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

PAYROLL NOVEMBER 24, 2024 – DECEMBER 7, 2024: City Council \$3,626.48, Mayor \$1,567.54, City Administrator \$6,869.23, Administrative Boards \$2,325.00, Attorney \$5,732.08, Finance \$17,991.17, Human Resources \$4,692.72, Municipal Building \$3,743.73, Information Technology \$3,786.77, Police \$88,482.35, Traffic \$5,242.50, Fire \$45,838.32, Street \$41,300.26, Public Works \$30,349.98, Cemetery \$6,417.95, Animal Control \$1,711.52, Library \$21,072.32, Recreation & Aquatics \$9,295.62, Recreation Center \$21,325.82, Sports Complexes \$12,019.74, Parks \$15,655.58, Supervision \$4,205.31, Corn Palace \$20,188.18, E911 \$31,976.64, Palace Transit \$33,359.29, JVCC \$2,270.85, Nutrition \$5,212.72, Airport \$2,840.81, Water Distribution \$19,364.29, Sewer \$17,874.72, Recycling Program \$9,171.27, Waste Collection \$8,330.59, Landfill \$12,073.27, Golf Course \$4,667.24, Emergency Medical Services \$40,488.59

NEW HIRES:

CORN PALACE: Aspen Opperman-\$11.20

PALACE TRANSIT: Claire Stanley Ruff-\$12.70

RECREATION CENTER: Kimberly Gamber-\$11.70, Emmarie Hilton-\$15.00

SALARY ADJUSTMENTS:

CORN PALACE: Kassedy Knippling-\$12.20

FIRE: Carter Star-\$23.271

POLICE: Seth Vanden Hoek-\$29.935

STREET: Jeffrey Hurt-\$28.787

WASTE WATER: Joseph King-\$23.615

TERMINATIONS:

EMS: Kevin Glover

WARRANTS: 3D Security, Monitoring-\$600.00; 605 Companies, 2023-19 P.E. #3-\$66,510.85; A&B Business Solutions, Print Services-\$5,058.04; A-Ox Welding Supply, Refund-\$240.99; ABC Harris Publishing, Advertising-\$583.20; ACP International/Sa-So, Maintenance-\$854.06; AFSCME Council 65, Union Dues-\$478.80; Amazon Capital Services, Supplies-\$306.31; Aqua-Pure, Supplies-\$1,687.50; AT&T Mobility - Palace Transit, Utilities-\$540.48; AT&T Mobility - Police Dep, Utilities-\$1,068.80; Atlantic Signal, Supplies-\$12,890.00; Avera Occupational Medicine, Physicals-\$1,349.00; Avera Queen of Peace Nutrition, Supplies-\$195.00; Axon Enterprise, Software-\$21,383.90; B-Y Water District, Testing-\$61,215.91; Bailey Metal Fabricators, Supplies-\$89.79; Baker & Taylor, Books-\$780.98; Barr Engineering, 2021-20 P.E. #PH2-33-\$9,740.50; Bechen Electric, Maintenance-\$1,140.54; Big Daddy D's, Contract Services-\$3,870.90; Blackstone Publishing, Audiobooks-\$330.20; Brosz Engineering, 2021-39 P.E. #13-\$34,960.00; Buhl's Drycleaners & Linen, Laundry Service-\$125.00; Builders First Source, Supplies-\$295.20; C&B Operations, Repair-\$399.32; Carquest Auto Parts. Supplies-\$767.16; Cengage Learning Inc/Gale, Books-\$307.90; Center Point Large Print, Books-\$97.08; Century Link, Utilities-\$67.84; CHS Farmers Alliance, Supplies-\$4,611.11; Cindy Roth, Reimbursement-\$482.20; City of Mitchell, Utilities-\$16,324.25; City of Mitchell, Membership Fee-\$4,500.00; City of Mitchell, Hotel Tax-\$32.00; CNA Surety Direct Bill, Notary Bond-\$50.00; Coborns, Contract Services-\$1,415.89; Column Software, Advertising-\$581.48; Commercial Asphalt, Supplies-\$11,384.80; Core & Main, Supplies-\$27,177.59; Corn Palace, Supplies-\$30.00; Corporate Translation Service, Translation Services-\$239.59; County Fair, Contract Services-\$1,534.40; CTAA, Membership Dues-\$550.00; CTM Services, Maintenance-\$212.25; Cummins Sales & Service, Maintenance-\$608.77; Custom Plus Collision Center, Maintenance-\$1,210.65; Dakota Data Shred, Shredding Service-\$193.76; Dakota Green Landscape, Utilities-\$3,884.00; Dakota Oyate Challenge, Sports Authority Promo-\$5,000.00; Dakota Pro Striping, Maintenance-\$4,744.90; Dakota Supply Group, Maintenance-\$1,093.01; Darrington Water Conditioning-Rental-\$46.00; Davison County Register of Deeds, Improvements-\$104.00; Davison County Treasurer, Title and Registration-\$26.70; Davison Rural Water System, Utilities-\$121.75; Degen Stump Removal, Maintenance-\$1,500.00; Demco, Supplies-\$613.99; Department of Agriculture, Solid Waste Surcharge-\$2,516.08; Department of Social Services, Child Support-\$633.69; Diesel Laptops, Supplies-\$1,545.00; DMC Wear Parts, Supplies-\$8,500.00; Elfstrand's Ace Hardware, Supplies-\$302.95; Eurofins Environment Testing, Testing-\$2,406.00; Fastenal, Supplies-\$240.42; Fedex, Mailing-\$18.07; First Dakota National Bank, TID #20-Morris-\$9,429.17; Fisher Scientific, Supplies-\$529.95; Flats On Havens, TID #28-\$5,851.76; Fleetpride, Supplies-\$880.45; Flowbird America, Monitoring-\$138.00; Galls, Supplies-\$210.56; Geotek Engineering & Testing, 2024-28 P.E. #5-\$6,560.00; Governors Inn Travelodge, Travel-\$109.00; Great Western Tire, Supplies-\$967.46; Groeneweg Construction, Fiala Housing-TID #27-\$19,402.72; Guardian Alliance Technology, Software-\$100.00; Harlow's Bus Sales, Maintenance-\$228.19; Harve's Pro Prints, Repair-\$50.00; Hawkins, Supplies-\$20.00; Howes Oil, Supplies-\$18,830.03; I-State Truck Center, 2024-18 P.E. #1-\$119,662.00; ICan, Advertising-\$750.00; Ingram Library Services, Book-\$4,474.62; Innovative Systems, TID #16-Innovative-\$107,072.24; Interstate

Office Products, Supplies-\$629.65; Iverson, Parts-\$1,187.06; Jason Dicus, Reimbursed-\$100.01; Jason Tuttle, Reimburse-\$229.95; Jaylon Tollefson, Reimburse-\$206.91; JCL Solutions, Supplies-\$52.00; Jeremy Nielsen, Reimbursement-\$70.01; John Adamo, Woolworth-TID #29-\$1,043.63; John Hegg, Reimbursed-\$188.86; John T Jones Construction, 2022-1 P.E. #4-\$1,654,543.22; Johnson Controls, Repair-\$8,799.13; Jones Supplies, Supplies-\$1,002.78; Lakeview Veterinary Clinic, Management-\$927.57; Larry's I-90 Service, Supplies-\$59.74; Locators and Supplies, Supplies-\$870.05; Luke Nagel, Reimbursed-\$59.49; M&T Fire and Safety, Supplies-\$664.65; Make it Mine Designs, Supplies-\$166.15; McLaury Engineering, 2022-26 P.E. #13-\$40,362.70; McLeod's Printing, Supplies-\$547.60; Mega Wash, Car Washes-\$12.00; Menard's, Supplies-\$844.35; Mettler Implement, Repairs-\$443.78; Michael Dufek, Reimburse-\$38.89; Midcontinent Communication, Utilities-\$8.00; Midcontinent Communication, Advertising-\$1,667.50; Midwest Fire & Safety, Supplies-\$75.00; Midwest Laboratories, Testing-\$262.01; Midwest Petroleum Equipment, Supplies-\$4,082.09; Millborn Seeds, Supplies-\$22,680.00; Millennium Recycling, Single Stream Fee-\$809.40; Minnesota Knife, Maintenance-\$720.00; Mitchell Animal Rescue, Management-\$350.00; Mitchell Area Development, TID Reimbursements-\$165,374.05; Mitchell Concrete Product, Supplies-\$830.25; Mitchell Convention & Visitors Bureau, December 2024 Funding-\$21,200.00; Mitchell Iron & Supply, Supplies-\$35.56; Mitchell Recreation Center, Membership Fee-\$9,000.00; Mitchell School District, Utilities-\$1,910.36; Mitchell Telecom, Utilities-\$2,899.60; Mount Vernon School District, Contract Services-\$174.00; Mueller Lumber, Supplies-\$57.72; Muth Electric, Repair-\$3,270.12; N-Able Technologies, Supplies-\$105.12; Napa Central, Supplies-\$141.40; Northern Lake Service, Lab Tests-\$840.00; Northwestern Energy, Utilities-\$67,914.04; O'Reilly Automotive, Supplies-\$233.96; One Source The Background, Background Check-\$308.00; Overdrive, Ebook-\$209.98; Pepsi Cola, Supplies-\$712.77; Petty Cash, Reimburse-\$66.74; Ponderosa Service, Improvements-\$1,600.00; Premier Equipment, Maintenance-\$14,500.00; Premier Specialty Vehicles, Maintenance-\$53.83; Public Health Laboratory, Testing-\$345.00; Qualified Presort, Postage-\$260.98; Quality Cut Lawn & Tree Service, Snow Removal Contract-\$10,000.00; Quick Med Claims, Contract-\$4,985.57; Randy Hanten, Reimburse-\$114.95; Rice Lake West, 2020-20 P.E. #19-\$9,142.80; Runnings Supply, Supplies-\$2,004.87; S&M Printing, Supplies-\$41.00; Saber Shred Solutions, Maintenance-\$7,726.80; Saga Communications of South Dakota, Advertising-\$574.00; Sanford Health Mitchell, Supplies-\$170.00; Santel Communications, Utilities-\$30.00; Sarah Sebert, Refund-\$50.00; Schoenfelder Construction, Supplies-\$260.00; Schoenfelder Portables, Rental-\$170.00; South Dakota Municipal League. Conference Fee-\$100.00; South Dakota Public Assurance Alliance, Liability-\$304.58; South Dakota-Supplemental Retirement, Supplemental Retirement-\$3,317.50; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,092.50; Secretary of State, Notary Fee-\$60.00; Shive-Hattery, 2023-3 P.E. #8-\$1,074.50; Stan Houston Equipment, Supplies-\$224.86; Standard Insurance, Life Insurance-\$429.59; Staples, Supplies-\$1,135.35; Streicher's, Supplies-\$1,455.66; Sturdevants Auto Value, Supplies-\$1,850.88; Subway, Planning Commission Meals-\$107.88; Sun Gold Sports, Supplies-\$147.50; Taylor Concrete Construction, Maintenance-\$800.00; Teamsters Local No. 120, Union Dues-\$1,316.00; The Dugout, Contract Services-\$2,451.00; Thomsen Enterprises, TIF #8/Bid #1-Promissory Note-\$100,000.00; Thomson Reuters West, Subscription-\$824.82; Thune True Value & Appliance, Supplies-\$122.19; TMA Stores, Supplies-\$1,209.20; Traf-Sys, Supplies-\$240.00; Traffic Control, 2022-8 P.E. #1-\$36,565.00; Transource, Supplies-\$139.64; Travis Platt, Reimburse-\$97.05; Tri-State Cemetery Service, Maintenance-\$300.00; Two Way Solutions, License Renewal-\$299.00; Tylor Cassingham, Reimbursement-\$132.76; United Rotary Brush, Maintenance-\$1,016.32; Upper

Midwest Garage Door, Repair-\$852.04; UPS Store #4227, Shipping-\$193.70; USA Buebook, Supplies-\$175.62; Verizon Wireless, Utilities-\$762.93; Vestis, Maintenance-\$325.11; Walmart/Capital One, Supplies-\$394.59; Wilkens Industries, 2024-31 P.E. #1-\$105,170.00; Zello, Supplies-\$1,550.40; Microsoft, Subscription-910.00; The Safe Place of Eastern South Dakota, CDBG Safehouse-\$334,758.20; US Bank, Bond Payments-\$235,343.75; US Bank, Bond Payments-\$769,178.75; Wage Works, 6.664.15; Wellmark of South Dakota, Administration, Prescription, Medical-\$153,781.60.

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

CITIZENS INPUT:

Karen Pooley of the Mitchell Food Pantry commented on the Thanksgiving food box giveaway. Two hundred boxes were planned, however more were given away, each box contained food worth \$53.63.

MAYOR & CITY COUNCIL DISCUSSION ITEMS:

Council Member Tim Goldammer stated the Corn Palace Board discussed and approved some rate increases for 2025.

Council Member Kevin McCardle stated he has had many complaints concerning the audio of the Mitchell Telecom stream during City Council meetings and basketball games.

CONSIDER APPROVAL:

Moved by Goldammer, seconded by McCardle, to approve Mayor Hanson's recommendation to appoint Dave Sietsema as the Corn Palace Director. Motion carried.

HEARING:

It was advised that this is the date and time set for hearing 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). Notice of hearing has been given and affidavit of publication is on file. 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 Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall on January 15, 2025 for the Chamber Banquet. Notice of hearing has been given and affidavit of publication is on file. Moved by Sabers, seconded by Goldammer, to approve said application. Motion carried.

AWARD BID:

Bids were opened and read on Rock Salt Project #2024-34 on the 26th day of November, 2024. Moved by Tjarks, seconded by McCardle, to award, as follows:

**ROCK SALT
PROJECT #2024-34**

Blackstrap Inc, PO Box 258, Neligh, NE 68756

Unit Price \$72.45/ton

Motion carried.

CONSIDER APPROVAL:

Moved by Tjarks, seconded by Barington, to approve the request by the Davison County Commission to remove the "15 Minute Parking" signs in front of the Davison County Courthouse on the north side of 200 East 4th Avenue. Motion carried.

Moved by McCardle, seconded by Barington, to approve the request for one new street light at 23rd and the west entrance to the Cemetery. Motion carried.

Moved by Goldammer, seconded by Smith, to approve Agreement #A2024-57, Airport Design & Reconstruction of Runway 18/36 AIP #A-3-46-0037-035-2025 with Helms & Associates for engineering services in an amount not to exceed \$981,619.00. Motion carried.

RESOLUTIONS:

Moved by Goldammer, seconded by Tjarks, to approve Resolution #R2024-80, Plat of Lot 3, Block 6 of the Woods First Addition, as follows:

RESOLUTION #R2024-80

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 9th day of December, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT 3, 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 3, 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.

Motion carried and resolution declared duly adopted.

HEARING:

It was advised that this is the date and time set for hearing to upgrade water facilities, wastewater facilities, and storm sewer facilities along East 5th Avenue from Burr Street to Foster Street. Public Works Director Joe Schroeder reviewed the details of the project. The funds could be either a grant from the state Consolidated Water Facilities Construction Program or a loan from the Clean Water State Revolving Fund Program (Wastewater and Storm Sewer) up to \$2,350,000.00, the expected loan term is 20 years at 3.50% and/or a loan from the Drinking Water State Revolving Fund Program (Water) up to \$1,325,000.00, the expected loan term is 30 years at 3.25%.

RESOLUTIONS:

Moved by McCardle, seconded by Bathke, to approve Resolution #R2024-81, Authorizing Applications for Financial Assistance for 5th from Main to Foster and Authorizing the Mayor as the Designated Signatory for the Project, as follows:

RESOLUTION #R2024-81

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

WHEREAS the City of Mitchell (the "City") has determined it is necessary to proceed with the Fifth Avenue Utilities Project (the "Project"); and

WHEREAS the City has determined that financial assistance will be necessary to undertake the Project and applications for the additional financial assistance to the South Dakota Board of Water and Natural Resources are being prepared; and

WHEREAS it is necessary to designate an authorized representative to execute and submit the Applications on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of a Clean Water SRF application for financial assistance in an amount not to exceed **\$2,350,000** to the South Dakota Board of Water and Natural Resources for the Project.
2. The City also hereby approves the submission of a Drinking Water SRF application for financial assistance in an amount not to exceed **\$1,325,000** to the South Dakota Board of Water and Natural Resources for the Project.
3. The Mayor is hereby authorized to execute the Applications and submit them to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Applications for financial assistance.
4. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Goldammer, to approve Resolution #R2024-82, Contingency Transfer for Fiscal Year 2024, as follows:

**RESOLUTION #R2024-82
CONTINGENCY TRANSFER**

WHEREAS, the City of Mitchell has included in the 2024 Annual Budget a contingency item which may be appropriated by resolution of the governing board to any other appropriation amount that is deemed insufficient during the year, and

WHEREAS, the budget item for the following is insufficient and it was deemed necessary that appropriation be transferred for the 2024 budget, as follows:

<u>GENERAL FUND</u>		
ELECTION		
101-41300-42900	Election	\$12,500
MUNICIPAL BUILDINGS		
101-41920-42520	Repairs- City Hall	\$10,000
101-41920-42811	Utilities City Hall	\$2,000
POLICE		
101-42110-41700	Compensated Absences	\$34,000
101-42110-42500	Repair & Maintenance	\$16,000

TRAFFIC

101-42130-41110	Overtime	\$2,500
101-42130-42500	Repairs	\$2,000
101-42130-42545	Paint	\$1,000
101-42130-42550	Construction Signing	\$1,100
101-42130-42570	Repairs- Traffic Accidents	\$54,000
101-42130-42835	Utilities- Street Lights	\$24,000

FIRE

101-42200-42500	Repair & Maintenance	\$20,000
101-42200-43300	Improvements Other Than Buildings	\$7,000
101-42200-43400	Machinery & Equipment	\$3,000

SNOW REMOVAL

101-43130-43500	Snow Removal Equipment	\$20,500
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STORM DRAINAGE

101-43150-42600	Supplies & Materials	\$5,000
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CEMETERY

101-43700-41120	Part-Time	\$6,000
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LIBRARY

101-45500-41700	Compensated Absences	\$17,000
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TRANSFERS OUT

101-49000-51101	Transfer out to Park	\$150,000
101-49000-51102	Transfer out to Community Services	\$100,000
101-49000-51104	Transfer out to Airport	\$50,000
101-49000-51105	Transfer out to Corn Palace	\$200,000

NOW THEREFORE, BE IT RESOLVED, that the transfer from contingency be approved.

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Smith, to approve Resolution #R2024-83, A Resolution Approving the 2025 Compensation & Classification Plan for the City of Mitchell, as follows:

RESOLUTION #R2024-83
A RESOLUTION APPROVING THE 2025 COMPENSATION PLAN FOR THE CITY OF MITCHELL

BE IT RESOLVED, THAT THE FOLLOWING COMPENSATION PLAN FOR THE CITY OF MITCHELL BE APPROVED FOR FY2025.

The purpose of the salary schedule is to establish the base compensation for employees, officers, and elected officials. Each approved grade that contains steps, allow employees to progress through the wage range annually, based on performance. The adopted compensation plan is the base pay provisions for the City of Mitchell, and does not reflect additional agreements made as part of collective bargaining unit agreements approved by the City of Mitchell.

ELECTED OFFICIALS

Mayor	\$41,979
City Councilors	\$12,140

APPOINTED/ HIRED FULL TIME POSITIONS

Dept	Job Title	Wage Grade	FLSA Status
ADM	City Administrator	27	E
CA	Chief of Police	25	E
PD	City Attorney	25	E
FIN	Finance Officer	25	E
PW	Public Works Director- City Engineer	25	E
FD	Chief of Fire/EMS	24	E
PR	Parks and Recreation Director	24	E
CS	Community Services Director	23	E
CP	Corn Palace Director	23	E
HR	Human Resources Director	23	E
LIB	Library Director	22	E
PD	Police Lieutenant	22	E
PW	Street and Sanitation Superintendent	22	E
PW	Utilities Superintendent	22	E
FD	Battalion Chief (3 FTE)	21	N
PW	Building Official	21	E
PW	City Planner	21	E
PW	Engineer I	21	E
FD	Fire Marshal	21	E*
GC	Golf (Class A) & Cemetery Superintendent	21	E
PR	Parks Operation Superintendent	21	E
PR	Recreation Superintendent	21	E
PR	Sports Complex Superintendent	21	E
PW	Engineering Project Supervisor	20	E
PD	Police Sergeant (4 FTE)	20	N

PD	Police Sergeant- Investigations	20	N
PW	Airport Manager	19	E
PW	Assistant Street Superintendent	19	E*
FIN	Deputy Finance Officer	19	E
ADM	IT Administrator	19	E
PW	Solid Waste Manager	19	E*
CS	Transit Operations Supervisor	19	E
PW	Wastewater Services Supervisor	19	N
PW	Water Services Supervisor	19	N
PD	Communications Supervisor	18	E
FD	Firefighter/Paramedic (10 FTE)	18 ¹	N
PD	Detective (3 FTE)	17	N
PW	Shop Supervisor	17	N
PW	Traffic Technician Supervisor	17	E*
ADM	Administrative Coordinator- Special Events	16	E
LIB	Adult & Young Services Librarian	16	N
CP	Box Office/Concessions Supervisor	16	E
GC	Cemetery Sexton	16	N
LIB	Children's Services Librarian	16	N
PW	Engineering Technician (2 FTE)	16	N
FD	Firefighter/EMT (11 FTE) ¹	16 ¹	N
PD	Police Officer (19 FTE)	16	N
PD/ FD	Police/Fire Administrative Specialist	16	N
PR	Recreation Coordinator (3 FTE)	16	N
LIB	Cataloguer	14	N
PD	Code Enforcement (Non-Certified)	14	N
CS	Community Services Coordinator	14	N
PW	Mechanic (3 FTE)	14	N
PR	Parks Crewleader	14	N
FIN	Payroll and Accounts Receivable Specialist	14	N
PR	Sports Complex Crewleader	14	N
PW	Traffic Technician	14	N
PW	Heavy Equipment Operator (7 FTE)	13	N
CS	Transit Dispatch Coordinator	13	N
PW	Utility Operator I (Water / Wastewater) (8 FTE)	13 ²	N
PW	Waste-Water Pre-Treatment Assistant	13 ²	N
FIN	Accounting and Administrative Technician	12	N
FIN	Accounts Payable Technician	12	N
CS	Administrative Assistant	12	N
PR	Administrative Assistant	12	N
PW	Administrative Assistant (2 FTE)	12	N
CP	Building Maintenance Technician (2 FTE)	12	N
LIB	Building Maintenance Technician (1 FTE)	12	N
PD	Communications Specialist (11 FTE)	12	N
GC	Golf Specialist	12	N

PR	Parks Specialist (6 FTE)	12	N
PR	Recreation Maintenance Specialist	12	N
PW	Refuse Collector/Driver (4 FTE)	12	N
PW	Truck Driver and Equipment Operator (5 FTE)	12	N
FIN	Utility Billing Technician	12	N
CS	Transit Operator (7 FTE)	11	N
PD	Administrative Secretary	10	N
PR	Administrative Secretary	10	N
LIB	Circulation Assistant (2 FTE)	10	N
PW	Landfill Scale Master	10	N
PW	Non-Certified Utility Operator	10 ³	N
PR	Personal Trainer	10	N
CP	Building Custodian (3 FTE)	8	N

¹ Firefighter EMTs are eligible to move up to firefighter/paramedic with possession of paramedic certification.

² Move to grade 14 with possession of Class II license, grade 15 with possession of Class III license.

³ Non-Certified Operators at hired at this level. Once they receive certification, they move to Utility Operator I.

* Meets FLSA Exemption, position is paid hourly

	A	B	C	D	E	F	G	H	I	J	K
1	27,972	28,531	29,102	29,684	30,278	30,883	31,501	32,131	32,773	33,429	34,097
2	29,388	29,976	30,575	31,187	31,810	32,447	33,095	33,757	34,433	35,121	35,824
3	30,876	31,493	32,123	32,765	33,421	34,089	34,771	35,466	36,176	36,899	37,637
4	32,439	33,087	33,749	34,424	35,113	35,815	36,531	37,262	38,007	38,767	39,543
5	34,081	34,763	35,458	36,167	36,890	37,628	38,381	39,148	39,931	40,730	41,544
6	35,806	36,522	37,253	37,998	38,758	39,533	40,324	41,130	41,953	42,792	43,648
7	37,619	38,371	39,139	39,921	40,720	41,534	42,365	43,212	44,077	44,958	45,857
8	39,523	40,314	41,120	41,943	42,781	43,637	44,510	45,400	46,308	47,234	48,179
9	41,524	42,355	43,202	44,066	44,947	45,846	46,763	47,698	48,652	49,625	50,618
10	43,626	44,499	45,389	46,297	47,223	48,167	49,130	50,113	51,115	52,138	53,180
11	45,835	46,752	47,687	48,640	49,613	50,606	51,618	52,650	53,703	54,777	55,873
12	48,155	49,119	50,101	51,103	52,125	53,167	54,231	55,315	56,422	57,550	58,701
13	50,593	51,605	52,637	53,690	54,764	55,859	56,976	58,116	59,278	60,464	61,673
14	53,155	54,218	55,302	56,408	57,536	58,687	59,861	61,058	62,279	63,525	64,795
15	55,845	56,962	58,102	59,264	60,449	61,658	62,891	64,149	65,432	66,741	68,075
16	58,673	59,846	61,043	62,264	63,509	64,779	66,075	67,396	68,744	70,119	71,522
17	61,643	62,876	64,133	65,416	66,724	68,059	69,420	70,808	72,225	73,669	75,142
18	64,764	66,059	67,380	68,728	70,102	71,504	72,934	74,393	75,881	77,399	78,947
19	68,042	69,403	70,791	72,207	73,651	75,124	76,627	78,159	79,722	81,317	82,943
20	71,487	72,917	74,375	75,863	77,380	78,927	80,506	82,116	83,758	85,434	87,142
21	78,908	80,486	82,096	83,738	85,413	87,121	88,863	90,641	92,454	94,303	96,189
22	87,100	88,842	90,619	92,431	94,280	96,165	98,089	100,050	102,051	104,092	106,174
23	96,142	98,065	100,026	102,027	104,067	106,149	108,272	110,437	112,646	114,899	117,197
24	106,123	108,245	110,410	112,618	114,871	117,168	119,511	121,902	124,340	126,827	129,363
25	117,140	119,482	121,872	124,310	126,796	129,332	131,918	134,557	137,248	139,993	142,793
26	129,300	131,886	134,524	137,215	139,959	142,758	145,613	148,525	151,496	154,526	157,616
27	142,723	145,578	148,489	151,459	154,488	157,578	160,730	163,944	167,223	170,568	173,979
L	M	N	O	P	Q	R	S	T	U	V	Grade
34,779	35,475	36,184	36,908	37,646	38,399	39,167	39,951	40,750	41,565	42,396	1
36,540	37,271	38,016	38,777	39,552	40,343	41,150	41,973	42,813	43,669	44,542	2
38,390	39,158	39,941	40,740	41,554	42,386	43,233	44,098	44,980	45,880	46,797	3
40,333	41,140	41,963	42,802	43,658	44,531	45,422	46,330	47,257	48,202	49,166	4
42,375	43,223	44,087	44,969	45,868	46,786	47,721	48,676	49,649	50,642	51,655	5
44,521	45,411	46,319	47,246	48,190	49,154	50,137	51,140	52,163	53,206	54,270	6

46,774	47,710	48,664	49,637	50,630	51,643	52,676	53,729	54,804	55,900	57,018	7
49,142	50,125	51,128	52,150	53,193	54,257	55,342	56,449	57,578	58,730	59,904	8
51,630	52,663	53,716	54,790	55,886	57,004	58,144	59,307	60,493	61,703	62,937	9
54,244	55,329	56,435	57,564	58,715	59,890	61,088	62,309	63,555	64,827	66,123	10
56,990	58,130	59,292	60,478	61,688	62,922	64,180	65,464	66,773	68,108	69,471	11
59,875	61,073	62,294	63,540	64,811	66,107	67,429	68,778	70,153	71,556	72,988	12
62,906	64,164	65,448	66,757	68,092	69,454	70,843	72,260	73,705	75,179	76,683	13
66,091	67,413	68,761	70,136	71,539	72,970	74,429	75,918	77,436	78,985	80,565	14
69,437	70,826	72,242	73,687	75,161	76,664	78,197	79,761	81,356	82,983	84,643	15
72,952	74,411	75,899	77,417	78,966	80,545	82,156	83,799	85,475	87,185	88,928	16
76,645	78,178	79,742	81,337	82,963	84,623	86,315	88,041	89,802	91,598	93,430	17
80,525	82,136	83,779	85,454	87,163	88,907	90,685	92,498	94,348	96,235	98,160	18
84,602	86,294	88,020	89,780	91,576	93,408	95,276	97,181	99,125	101,107	103,129	19
88,885	90,663	92,476	94,326	96,212	98,136	100,099	102,101	104,143	106,226	108,350	20
98,112	100,075	102,076	104,118	106,200	108,324	110,491	112,700	114,954	117,253	119,599	21
108,298	110,464	112,673	114,926	117,225	119,570	121,961	124,400	126,888	129,426	132,014	22
119,541	121,931	124,370	126,857	129,394	131,982	134,622	137,314	140,061	142,862	145,719	23
131,950	134,589	137,281	140,027	142,827	145,684	148,598	151,569	154,601	157,693	160,847	24
145,648	148,561	151,533	154,563	157,655	160,808	164,024	167,304	170,650	174,063	177,545	25
160,769	163,984	167,264	170,609	174,021	177,502	181,052	184,673	188,366	192,133	195,976	26
177,459	181,008	184,628	188,320	192,087	195,929	199,847	203,844	207,921	212,079	216,321	27

GRADED PART TIME / SEASONAL POSITIONS

Dept	Job Title	Grade
PR- REC	Basketball Scorekeepers (12 PT)	1
CP	Box Office/ Event/ Concessions (25 PT)	1
PR-R&AQ	Coaches (20 PT)	1
PR-SPORT	Concessions (10 PT)	1
PR-R&AQ	Front Desk (2 PT)	1
PR-R&AQ	Concessions/Front Desk (14 PT)	1
PR-REC	Front Desk (14 PT)	1
CS	Janitorial (1 PT)	1
PR-REC	Janitorial (3 PT)	1
PW-SS	Janitorial (1 PT)	1
PR- SPORT	Maintenance Ice Arena (3 PT)	1
CS	Nutrition Site Coordinator (4 PT)	1
PR-SPORT	Open Skate (7PT)	1
PR-PARKS	Park Explorers (3 PT)	1
CP	Camera Technicians (2 PT)	2
LIB	Circulation Desk Staff (4 PT)	2
CP	Daytime Concessions (1 PT)	2 **
CP	Decorator I (12 PT)	2
CS	Office Assistant (1 PT)	2
PR-REC	Program Instructors (10 PT)	2
PR-R&A	Program Instructors (20 PT)	2
CP	Decorator II (8 PT)	3
GC- GOLF	Equipment Operators (5 PT)	3
GC- CEM	Grounds Maintenance I (2 PT)	3
PR-PARK	Grounds Maintenance I (11 PT)	3
PR-SPORT	Grounds Maintenance I (15 PT)	3
PR-R&AQ	Lifeguards (30 PT)	3-starting at step 2

PR-REC	Lifeguards (20 PT)	3-starting at step 2
CS-NUTR	Nutrition / Van Driver (1 PT)	3
PR- R&A	Aquatic Center Assistant Manager (6 PT)	4
PR-REC	Aquatic Center Assistant Manager (6 PT)	4
PR- R&AQ	Concession Manager (2 PT)	4
PR-SPORT	Concession Supervisor (4 PT)	4
CP	Box Office/ Concessions Lead (1 PT)	4
CP	Decorator III (4 PT)	4
PR-PARK	Grounds Maintenance II (5 PT)	4
PR-SPORT	Grounds Maintenance II (3 PT)	4
PR-R&AQ	Lifeguard/Water Safety Instructor (30 PT)	4-starting at step 3
PR-REC	Lifeguard/Water Safety Instructor (20 PT)	4-starting at step 3
PR-SPORT	Maintenance II- Ice Arena (8 PT)	4
GC- CEM	Maintenance & Repair (2 PT)	4
GC- GOLF	Maintenance & Repair (3 PT)	4
PR- R&AQ	Program Supervisors (8 PT)	4
PR- REC	Program Supervisors (8 PT)	4
CS- JVCC	Activity Coordinator (1 PT)	5
CS-JVCC/Transit	Activity/ Transit Coordinator (1 PT)	5 **
PR- R&AQ	Aquatic Center Manager (6 PT)	5
PR- REC	Aquatic Center Manager (3 PT)	5
PR-CAMP	Campground Hosts (4 PT)	5
PR-REC	Preschool Instructor (2 PT)	5 **
PR- PARKS	Mosquito Control (1 PT)	5
PW-Collection	Maintenance (1 PT)	5
PW-Landfill	Maintenance (1 PT)	5
PW-Recycling	Maintenance (1 PT)	5
PW-Street	Maintenance (1 PT)	5
PR-Park	Park Explorer Supervisor (1 PT)	5
PW-Traffic	Traffic Assistant (2 PT)	5
PW-Water	Utilities Laborer (1 PT)	5
PW-Wastewater	Utilities Laborer (1 PT)	5

**PT positions that qualify for SDRS

	A	B	C	D	E
1	\$11.50	\$12.20	\$12.70	\$13.20	\$13.70
2	\$12.20	\$12.70	\$13.20	\$13.70	\$14.20
3	\$12.70	\$13.70	\$14.20	\$14.70	\$15.20
4	\$13.70	\$14.20	\$14.70	\$15.20	\$15.70
5	\$15.20	\$15.70	\$16.20	\$16.70	\$17.20

NON- GRADED PART TIME POSITIONS

CS-TRAN Transit Operators (10 PT)

Grade 11 (FT Plan) step A only

CS-TRAN	Transit Operators (2 PT)**	Grade 11 (FT Plan) step A only
CP	Bartender- special events (6 PT)	\$15/hour
FIN	Finance Office Assistant (1 PT)	Grade 10,(FT Plan) step A only
FIRE	EMS Only (5 PT)	per IAFF agreement (WG 14)
FIRE	Firefighter/ EMT (2 PT)	per IAFF agreement (WG 16)
FIRE	Firefighter/Paramedic (1 PT)	per IAFF agreement (WG 18)
PD-E911	Communications Specialist (4 PT)	Grade 12 (FT Plan) step A only
PD	Evidence Technician (1 PT)	Grade 10 (FT Plan) step A only
PR-REC	Fitness Instructors (12 PT)	\$13-15/hour
PR-R&AQ	Officials & Referees (20 PT)	\$20/game
PR-REC	Officials & Referees (13 PT)	\$20/game
PR-REC	Preschool Administrator (1 PT)**	\$20/hour
PW-Admin	PW Intern (1PT)	\$18/hour
ADMIN	Administrative Intern (1 PT)	\$18/hour

**PT positions that qualify for SDRS

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by McCardle, seconded by Barington, to place Ordinance #O2024-13, Supplemental Appropriation Ordinance for the City of Mitchell, Davison County, South Dakota for Fiscal Year 2024 on second reading. Motion carried. Moved by Barington, seconded by Smith, to adopt Ordinance #O2024-13, Supplemental Appropriation Ordinance for the City of Mitchell, Davison County, South Dakota for Fiscal Year 2024, as follows:

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	\$1,500,000
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MAYOR'S OFFICE

101-41210-43300	Veteran's Park	\$ 6,700
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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	\$ 800
201-45160-42500	Repairs & Maintenance	\$ 10,500
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

SUPERVISION

201-45220-41700	Compensated Absences	\$ 13,275
201-45220-42100	Insurance	\$ 10,500

CORN PALACE FUND

202-45650-41110	Overtime	\$ 7,000
202-45650-41120	Part-time	\$ 56,000
202-45650-41700	Compensated Absences	\$ 20,000
202-45650-42100	Insurance	\$ 5,000
202-45650-42320	Advertising	\$ 6,500
202-45650-42400	Rental- Sound/Light	\$ 9,500
202-45650-42500	Repairs & Maintenance	\$ 4,500
202-45650-42520	Contract Services- Alcohol	\$ 2,000
202-45650-42610	Cost of Goods Sold	\$ 32,000
202-45650-42615	Cost of Goods Sold- Alcohol	\$ 3,400
202-45650-42620	Gas & Fuel	\$ 500
202-45650-42700	Travel, Conference, Dues	\$ 500
202-45650-42830	Utilities- Water/Sewer	\$ 8,000
202-45650-42850	Corn Palace Plaza Utilities	\$ 5,000
202-45650-42900	Ticketing Fees	\$ 6,000
202-45650-42902	Labor- Ushers	\$ 2,500
202-45650-42905	Entertainment	\$ 27,000
202-45650-42931	Tourism Tax 1.5%	\$ 3,500

BUSINESS IMPROVEMENT DISTRICT #4 FUND

209-46530-42900	Board Projects	\$ 30,000
209-46530-42920	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	\$ 6,000
218-45150-41700	Compensated Absences	\$ 1,000
218-45150-42110	Insurance	\$ 2,000
218-45150-42320	Advertising	\$ 500
218-45150-42500	Repairs & Maintenance	\$ 4,500
218-45150-42920	Computer Software Support	\$ 3,000
218-45150-43410	Passenger Bus	\$ 43,000
218-45150-43440	Office Equipment	\$ 1,500

JVCC

218-45180-42900	Fundraising	\$ 6,000
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AIRPORT FUND

230-43500-41700	Compensated Absences	\$ 15,500
230-43500-42510	Pavement Maintenance	\$ 5,500

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

Moved by Sabers, seconded by Goldammer, to place Ordinance #O2024-14, Updating Hours of Operation for Medical Cannabis Dispensaries on first reading. Motion carried.

DISCUSSION:

City Attorney Justin Johnson reviewed the medical cannabis dispensary buffer zones if parks were added. Currently, medical cannabis dispensaries are permitted in HB-Highway Oriented Business District, TWC-Transportation, Warehousing, and Commercial District, and I-Industrial District. There are buffer zones of 300' around all educational institutions, religious institutions, childcare centers (excluding family residential childcare), preschools, nurseries, detention facilities, and mental health facilities (state law has a larger buffer of 1000' for schools).

Engineering Project Supervisor Terry Johnson reviewed areas to be completed as a part of the 2025 sidewalk assessment process.

ADJOURN:

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


Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

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:

1/06/2025

Requested By:

Stephanie Ellwein, City
Administrator

Desired Action of City Council:

☐ Authorization

☒ Approval

☐ Resolution

☐ Ordinance

☐ Citizen Request

☐ Discussion

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

n/a

Agenda Item:

Declare items surplus property

Explanation/Background of
Agenda Item Requested:

The Following items are currently stored in the basement of City Hall and are no longer used. They will be disposed of by public auction, transferred to another public agency, or to be destroyed.

1. Miscellaneous computer parts, printers, and stands: To be destroyed.

2. Bed Knife Grinder & Reel Grinder to be auctioned or destroyed.



3. Metal Detector Equipment: to be transferred to the following public agencies:

Davison County (2)

Minor County (1)

Hanson County (1)



CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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



4. Miscellaneous items from the Indiana Corn Museum to be auctioned or destroyed.



CITY OF MITCHELL

City Council Meeting Agenda Item Request

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



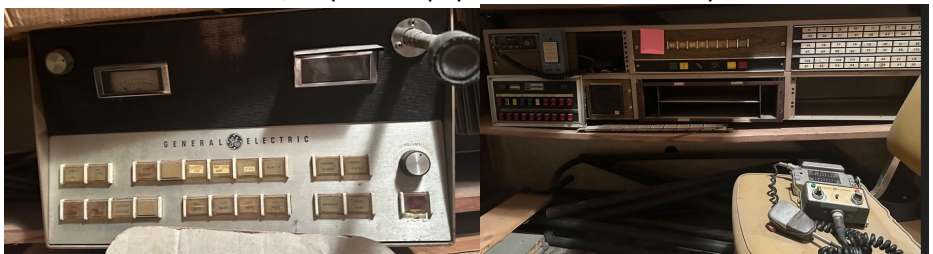
5. Inflatable Corn Maze to be auctioned



6. Portable A/C unit (no longer works). To be destroyed



7. Old Communications/Dispatch Equipment. To be destroyed



CITY OF MITCHELL

City Council Meeting Agenda Item Request

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



8. Projector to be auctioned or destroyed:



9. Concessions Equipment to be auctioned or destroyed



CITY OF MITCHELL

City Council Meeting Agenda Item Request

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



10. Microwave cart to be auctioned or destroyed



11. Metal Fence (7 panels) to be auctioned



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

12. Marijuana Poster to be auctioned



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: Requested By:

Desired Action of City Council: ☒ Authorization ☒ Approval ☐ Resolution
☐ Ordinance ☐ Citizen Request ☐ Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Items to be surplussed for sale on Purple Wave or disposed of are as shown below:

Equipment No.	Fixed Asset Number if on List	Year	Description
120	8011240005	1997	Chevrolet K10 ½ ton Pickup
129	1801130010	2011	Cimline Matrix Crack Filler
174	8011240071	1992	Ford I8000 Sander CTY2359
177	V260000218	2017	Peterbilt Curbtender CTY8531
179	V260000130	2011	Peterbilt Curbtender CTY5086
196	8011250007	1996	Finn Concover Applicator
505	8011240062	1997	Ford L8000 CTY3649

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: Requested By:

Desired Action of City Council:

☐ Authorization	☒ Approval	☐ Resolution
☐ Ordinance	☐ Citizen Request	☐ Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Six pieces of golf course turf maintenance equipment from Lakeview Golf Course are requested to be surplus, as they will be traded in toward the purchase new equipment within the early part of 2025. The equipment pieces to be surplus are as follows:

- Toro 4000 Wide-Area Mower #1
- Toro 4000 Wide-Area Mower #2
- Toro 4000 Wide-Area Mower #3
- Toro 5500 Fairway Mower
- Toro 6700 Fairway Mower
- Toro 1100 Sprayer

Staff recommends approval of surplus the above equipment.













**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 12-23-24

Organization: Pheasant Forever, Pheasant Country

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

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

Contact Information:

Name: Dave Allen

Address: 208 S. Wallace St

Phone #: 605-933-0570

Email: _____

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

Dates of Ticket Sales: 1-20-25

Date of Raffle Drawing: 10-17-25

Value of Raffle Prize: 10 - 100⁰⁰

Proceeds Benefitting: Habitat - Youth

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

Date Received: 12-23-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	January 6, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	604-43200-43310, \$30,000,000		
Agenda Item:	Change Order No. 1 to First Rate Excavate, Inc. for the South Wastewater Treatment Project for Bid Schedule B, Project #2022-01		
Explanation/Background of Agenda Item Requested:	Change Order No. 1 reflects actual quantities installed for the project to date. Please see attached Change Order #1 for detailed information.

Original Contract Amount - \$619,478
Current Contract Amount - \$619,478
Increase of this Change Order - \$13,276.40
New Contract Amount - \$632,754.40

City staff recommends approval of Change Order No. 1 as outlined above.		

Change Order No. 1

Date of Issuance:	12/30/2024	Effective Date:	12/30/2024
Owner:	City of Mitchell	Owner's Contract No.:	SRF C461129-13
Contractor:	First Rate Excavate, Inc.	Contractor's Project No.:	N/A
Engineer:	Brosz Engineering	Engineer's Project No.:	2407024
Project:	Bid Schedule B, Mitchell WWTP Phase II Improvements	Contract Name:	Soybean Plant to Mitchell WWTP Forcemain

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

<i>Item</i>	<i>Description</i>	<i>quantity</i>	<i>unit</i>	<i>\$ / unit</i>	<i>extended</i>
5	8" HDPE Forcemain (DIPS DR 11)	-1275	FT	\$ 42.00	\$ (53,550.00)
12	Directional Drilling	1275	FT	\$ 49.00	\$ 62,475.00

The Contractor shall perform Directional Drilling from Sta 8+10 (West side of Soybean Plant Entrance 3) to Sta 18+75. This change is due to an additional entrance that was not present when plans were developed and numerous trees that can not be disturbed. This is a net increase of 827 feet. The Contractor shall also perform additional directional drilling to avoid utilities from Sta 35+20 to 41+63. This is a net increase of 448 feet.

5	8" HDPE Forcemain (DIPS DR 11)	-30	FT	\$ 42.00	\$ (1,260.00)
11	8" HDPE Fusible Elbow (90°)	1	EACH	\$ 707.00	\$ 707.00
19 CO	Connection to Existing Forcemain Pipe	1	EACH	\$ 4,112.40	\$ 4,112.40

The Contractor shall connect to the existing Forcemain C900 DR 18 PVC Pipe in the Road ROW at Sta 0+30 and this connection will be the beginning of project. The connection to the PVC shall be made utilizing a Romac Alpha with a stainless-steel stiffender for the HDPE. This change is due to when plans were developed the connection point for the Soybean plant was not known.

8	Tracer Wire Access Box	4	EACH	\$ 198.00	\$ 792.00
---	------------------------	---	------	-----------	-----------

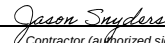
The Contractor shall install four additional Tracer Wire Access Box. They shall be installed near Sta 0+30, 14+40, 41+60, 69+00, 94+70, 107+00, and 107+30.

Attachments Included: Romac Diminimus Waiver

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:	Contract Time: <u>n/a</u>
\$ 619,478.00	Substantial Completion: <u>May 1, 2025</u> days or dates
Increase from previously approved Change Orders No. 1:	[Increase] [Decrease] from previous approved Change Orders No. XX to No. XX: <u>-</u>
\$ -	Contract Time: <u>-</u>
	Substantial Completion: <u>May 1, 2025</u> days or dates
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 619,478.00	Contract Time: <u>-</u>
	Substantial Completion: <u>May 1, 2025</u> days or dates
Increase of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ 13,276.40	Contract Time: <u>none</u>
	Substantial Completion: <u>none</u> days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 632,754.40	Contract Time: <u>n/a</u>
	Substantial Completion: <u>May 1, 2025</u> days or dates

RECOMMENDED:
By: 
Engineer (if required)
Title: Engineer
Date: 12/30/2024

ACCEPTED:
By: _____
Owner (authorized signature)
Title: _____
Date: _____

ACCEPTED:
By: 
Contractor (authorized signature)
Title: Project Manager
Date: 12/31/2024

11/4/2024

To whom It may concern,

We are currently only able to produce the 4" and 6" size of our Alpha couplings to meet AIS/BABA requirements. 8" and larger can not be made to meet AIS/BABA requirements.

Thank you



Stacie Jackson
Romac | Assistant Inside Sales Manager
21919 20th Ave SE, Suite 100
Bothell, Washington 98021
Dir: 425.951.6222

Date Received _____
Date Issued _____

License No. RB-2841

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

TBM LLC
1620 S Burr St Suite #4
Mitchell, SD 57301

Owner's Telephone #: 605-891-9928

C. Indicate the class of license being applied for (submit separate application for each class of license).

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

Is this license in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☒ Yes ☐ No If Yes, please list on the back page.

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 12/30/2024 Print Name Harsh. chandhuri Signature [Signature]

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC TBM LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 1620 S Burr St Suite #4, m

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No SD 57301

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

Name	Office	Address	Occupation
<u>Harsh. Chaudhary</u>	<u>(President)</u> <u>owner</u>	<u>1601 S Burr St</u>	<u>owner</u>

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

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
<u>PL-4700</u>	<u>Package (off sale) Liquor</u>

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

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

(Signature)

Dec 30 2024

AFFIDAVIT

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)

Eight West, LLC, being first duly sworn on oath deposes and says: That on the 23rd day of December, 2024 he was the owner of the license / business / stock of RB-2841 situated on (legal description) Lot 4 of Amoco 12 REVENUE TRUST SE in the city / county of DAVISON, South Dakota and that on the said date he made a transfer / sale of said license operated under an alcoholic beverage license to Harsh chundherry of MITCHELL, South Dakota.

(signature) (owner)

(signature) (owner)

Subscribed and sworn to before me this 23rd day of December, 2024.



(Notary Seal)

Kaili Johnson (Notary Public)
Commission Expires: 8/23/2029

PAY ESTIMATES FOR JANUARY 6, 2025

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#50	\$ 11,406.32		
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#51	\$ 6,832.00	\$ 1,365,950.27	\$ 1,462,687.34
SPN & Associates	#2021-3 West Side Water Tower	#27	\$ 250.00	\$ 30,416.74	\$ 99,813.60
Millborn Seeds Inc.	#2021-14 Firesteel Creek NAWCA	#2	\$ 35,009.99	\$ 140,984.99	
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-34	\$ 8,081.50	\$ 604,997.47	\$ 767,500.00
Infrastructure Design Group	#2021-25 Livesay Lane Utility/Infrast. Improv.	#17	\$ 1,899.50	\$ 215,957.20	\$ 219,386.00
WS Construction Management	#2021-30 New Recycling Bldg at Landfill	#6	\$ 150,658.19	\$ 1,708,107.10	\$ 2,188,767.24
Helms & Associates	#2021-30 New Recycling Bldg at Landfill	#25	\$ 13,239.49	\$ 192,576.28	\$ 206,005.00
GeoTek Engineering & Testing	#2021-31 North WWTP Improvements	#14	\$ 3,395.00	\$ 73,098.65	
Michels Road & Stone Inc.	#2021-45 North Hwy #37 Utility Improvements	#5	\$ 117,189.84	\$ 585,919.11	\$ 3,650,044.01
John T. Jones Construction Comp	#2022-1 WWTP -Phase II - South Plant	#5	\$ 750,248.20	\$ 4,841,310.77	\$ 31,328,750.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#23	\$ 58,895.17	\$ 1,454,378.07	\$ 1,908,860.00
GeoTek	#2022-1 South WWTP - Phase II - Schedule A	#3A	\$ 4,067.50	\$ 8,939.00	\$ 70,350.00
Brosz Engineering, Inc.	#2023-3 Jetty & Marina Bike Trail	#18	\$ 3,050.00	\$ 204,430.50	\$ 309,630.00
Halme, Inc.	#2023-6 North Harmon Sanitary Sewer Outfall	#3	\$ 921,298.06	\$ 1,560,457.50	\$ 3,239,884.25
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#18	\$ 22,869.28	\$ 121,698.34	\$ 325,000.00
SPN & Associates	#2023-14 Hitchcock Pickle Ball Courts	#5	\$ 1,484.77		
SPN & Associates	#2023-14 Hitchcock Pickle Ball Courts	#6	\$ 3,035.00	\$ 15,025.35	\$ 53,000.00
Helms & Associates	AIP '32 Airport Hangar Design	#5	\$ 928.08	\$ 90,951.49	\$ 92,807.64
Helms & Associates	AIP '34 Airport Runway 18/36 Reconstruction	#1	\$ 21,527.99	\$ 21,527.99	\$ 981,619.00
Mead & Hunt	AIP '35 Airport Design Services	#1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	TOTALS		\$ 2,140,365.88	\$ 13,241,726.82	\$ 46,909,104.08

Prepared by Deb Hanson-Sudbeck

PACKET : 07172 07173 07174

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1420 FINANCE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08850	STOREY KENWORHTY/MATT P					
	I-PINV1220554		101-41420-42620	CHECKS, RCPTS LASER TAX FORMS	205003	564.57
DEPARTMENT 1420 FINANCE						TOTAL: 564.57

PACKET : 07172 07173 07174

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
=====						
01-04147	MYLES BREWSTER					
		I-12122024	101-41440-42220	CDL TRAINING DR EXPENSES REIMBURSED	204936	86.75
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00116219-00	101-41440-42231	EMPLOYEE PHYS PHYSICALS,SCREENINGS	204929	1,850.00
DEPARTMENT 1440 HUMAN RESOURCES					TOTAL:	1,936.75

PACKET : 07172 07173 07174

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
=====						
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30967-4221	101-41460-42110	LIABILITY, PR INSURANCE ADDITIONAL COVERAGE	204996	3,624.91
DEPARTMENT 1460 INSURANCE & BONDS						TOTAL: 3,624.91

PACKET : 07172 07173 07174

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
=====						
01-03678	INTERSTATE OFFICE PRODU					
	I-01EF0640		101-41935-42640	COPY MACHINE PAPER	204964	218.10
01-05195	A & B BUSINESS SOLUTION					
	I-IN1218962		101-41935-42250	MANAGED PRINT CT9857-01 CONTRACT PAYMENT	204921	4,050.38
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						4,268.48

PACKET : 07172 07173 07174

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
01-01199	STURDEVANTS AUTO VALUE					
		I-815047860	101-42110-42500	REPAIR & MAIN FREON, SPARKPLUG	205005	160.83
01-02684	STREICHER'S - MINNEAPOL					
		I-I1734087	101-42110-42640	UNIFORM ALLOW VESTS, PATCHES	205004	1,128.17
01-08281	VESTIS					
		I-6380248140	101-42110-42200	PROFESSIONAL MAT CLEANING	205011	64.77
01-09349	HOWES OIL CO					
		I-351334	101-42110-42610	GAS OIL TIRES UNLEADED GAS	204960	4,358.25
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4715525	101-42110-42600	SUPPLIES PAPER	204963	44.88
01-09703	AMAZON CAPITAL SERVICES					
		I-14HV-6Q7X-4LHK	101-42110-42600	SUPPLIES BATTERIES	204927	24.27
DEPARTMENT 2110 POLICE DEPARTMENT					TOTAL:	5,781.17

PACKET : 07172 07173 07174

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
01-01450	MUTH ELECTRIC INC					
		I-675766	101-42130-42535	LIGHT MAINTEN REPAIR TRAFFIC LIGHTS	204980	9,850.00
01-01830	NORTHWESTERN ENERGY					
		I-2581249-6.12.24	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	204984	29.13
		I-2581251-2.12.24	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	204984	24.68
		I-2581252-0.12.24	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	204984	29.81
		I-2581521-8.12.24	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	204984	122.14
		I-2582741-1.12.24	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	204984	673.74
		I-2583138-9.12.24	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	204984	13.88
		I-2583139-7.12.24	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	204984	13.71
		I-2583145-4.12.24	101-42130-42810	UTILITIES-TRA 1522 W UNIVERSITY AVE	204984	13.37
		I-2583147-0.12.24	101-42130-42810	UTILITIES-TRA 310 W NORWAY	204984	13.88
		I-2583319-5.12.24	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	204984	107.58
		I-2583840-0.12.24	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	204984	137.52
		I-2719916-5.12.24	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE EMERGENCY	204984	27.25
		I-2745956-9.12.24	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	204984	30.84
		I-2784889-4.12.24	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	204984	13.37
		I-2784890-2.12.24	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	204984	13.37
		I-2943370-3.12.24	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR TRAFFIC	204984	72.28
01-09349	HOWES OIL CO					
		I-351334	101-42130-42610	GAS, OIL, TIR UNLEADED GAS	204960	313.54
01-10382	SIGN SOLUTIONS USA LLC					
		I-415325	101-42130-42540	SIGNS SHEAR BOLT	204999	68.26
DEPARTMENT 2130 TRAFFIC DEPARTMENT					TOTAL:	11,568.35

PACKET : 07172 07173 07174

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
01-01199	STURDEVANTS AUTO VALUE					
		I-815047861	101-42200-42500	REPAIR & MAIN THE RIGHT STUFF 90	205005	15.99
01-01490	MUELLER LUMBER CO. INC.					
		I-299458	101-42200-42500	REPAIR & MAIN CAULK	204979	5.94
01-03559	A.T. EMBLEM COMPANY					
		I-I24-066	101-42200-42640	UNIFORMS BADGES	204922	2,336.36
01-07590	ANDREW SHANK					
		I-12112024	101-42200-42700	TRAVEL, CONF TRAINING REGISTRATION REIMBURS	204997	100.00
01-09349	HOWES OIL CO					
		I-351334	101-42200-42610	GAS & OIL UNLEADED GAS	204960	362.71
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4715525	101-42200-42600	SUPPLIES PAPER	204963	44.88
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	2,865.88

PACKET : 07172 07173 07174

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
=====						
01-01198	SIGN PRO					
		I-74358	101-43100-42650	UNIFORMS DAVIS EMBROIDERY FEE	204998	16.00
01-04440	NATE HEGG					
		I-NATE24-01	101-43100-42661	MECHANICS TOO HET BIT DRILL SET	204957	250.00
01-07100	JASON TUTTLE					
		I-12202024	101-43100-42650	TUTTLE GLOVES REIMBURSED	205009	20.05
01-09349	HOWES OIL CO					
		I-351334	101-43100-42610	GAS UNLEADED GAS	204960	610.08
01-09817	LUKE NAGEL					
		I-12102024	101-43100-42650	COVERALLS REIMBURSED	204981	100.53
DEPARTMENT 3100 STREET DEPARTMENT						TOTAL: 996.66

PACKET : 07172 07173 07174

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
=====						
01-08594	MAKE IT MINE DESIGNS					
		I-38177	101-43110-42650	UNIFORMS JENNIGES LOGOD UNIFORMS	204970	119.78
		I-38178	101-43110-42650	UNIFORMS T JOHNSON LOGOD SHIRTS	204970	80.44
01-09349	HOWES OIL CO					
		I-351334	101-43110-42610	GAS UNLEADED GAS	204960	830.17
DEPARTMENT 3110 PUBLIC WORKS ADMIN						TOTAL: 1,030.39

PACKET : 07172 07173 07174

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-24202	101-43120-43300	STREET OVERLA CONCRETE CURB REPLACEMENT	204993	2,375.00
		I-24202	101-43120-43300	STREET OVERLA CONCRETE CURB REPLACEMENT	204993	1,740.00
		I-24202	101-43120-42521	SIDEWALK CONS CONCRETE CURB REPLACEMENT	204993	1,181.76
		I-24202	101-43120-42521	SIDEWALK CONS CONCRETE CURB REPLACEMENT	204993	1,023.00
		I-24202	101-43120-43300	STREET OVERLA CONCRETE CURB REPLACEMENT	204993	1,290.00
		I-24202	101-43120-43300	STREET OVERLA CONCRETE CURB REPLACEMENT	204993	875.00
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						8,484.76

PACKET : 07172 07173 07174

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
01-08417	INFRASTRUCTURE DESIGN G					
		I-2021-25 P.E. #17	101-43150-43317	LIVESAY UTILI 2021-25 P.E. #17	204961	1,101.71
				DEPARTMENT 3150 STORM DRAINAGE	TOTAL:	1,101.71

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

PACKET : 07172 07173 07174

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 5500 LIBRARY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01015	INGRAM LIBRARY SERVICES					
		I-85334992	101-45500-43420	BOOKS BOOK	204962	20.99
		I-85406265	101-45500-43420	BOOKS BOOKS	204962	343.08
		I-85418785	101-45500-43420	BOOKS BOOKS	204962	160.11
01-01810	CENGAGE LEARNING INC/GA					
		I-86050298	101-45500-43420	BOOKS LARGE PRINT BOOK	204939	33.20
01-06583	BAKER & TAYLOR					
		I-2038732462	101-45500-43420	BOOKS CHILDREN'S BOOKS	204932	272.26
01-09703	AMAZON CAPITAL SERVICES					
		I-1DYL-LXJH-74YJ	101-45500-42600	SUPPLIES & MA AIR FRESHNER	204927	56.96
		I-1J1N-ML1N-FLRT	101-45500-43420	BOOKS BOOKS	204927	162.99
			DEPARTMENT 5500 LIBRARY		TOTAL:	1,049.59
			FUND 101 GENERAL		TOTAL:	43,985.76

PACKET : 07172 07173 07174

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
01-02880	THUNE TRUE VALUE & APPL					
		I-A584964	201-45140-42600	SUPPLIES & MA NUTS,WASHERS,DRAIN PLUG	205007	18.06
PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-PLUMBING		
		I-A585094	201-45140-42600	SUPPLIES & MA THREAD SEAL,STRAP,BRUSH	205007	12.77
PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-GENERAL		
		I-A585114	201-45140-42600	SUPPLIES & MA NIPPLE,SEAL TAPE	205007	8.28
PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-GENERAL		
		I-B299007	201-45140-42600	SUPPLIES & MA NUTS,BOLTS,ADAPTOR	205007	8.19
PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-GENERAL		
		I-B299061	201-45140-42600	SUPPLIES & MA TUBE,NUT,WASHER	205007	5.78
PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-GENERAL		
		I-D29899	201-45140-42600	SUPPLIES & MA DRYER,INSTALLATION FEE	205007	624.00
PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-BLDG		
01-09633	STAPLES					
		C-6019803685	201-45140-42600	SUPPLIES & MA RETURNED FAN HEATER	205002	39.50-
PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-OFFICE		
		I-6019729510	201-45140-42600	SUPPLIES & MA HAND TOWELS	205002	77.44
PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-JANITORIAL		
		I-6019885350	201-45140-42600	SUPPLIES & MA LAUNDRY DETERGENT	205002	58.16
PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-1DRK-C31Q-1YDW	201-45140-42600	SUPPLIES & MA BOTTLE FILTERS,REFRIG FILTERS	204927	1,453.15
PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-BLDG		
				DEPARTMENT 5140 RECREATION CENTER	TOTAL:	2,226.33

12/30/2024 9:08 AM
PACKET : 07172 07173 07174
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		C-4071/1	201-45160-42603	SMALL EQUIPME RETURNED EXTENSION ATTACHMENT	204949	69.00-
	PROJ: H01-42603		SPORTS COMPLEX EQUIPMENT	SMALL EQUIPMENT		
		I-4070/1	201-45160-42603	SMALL EQUIPME POLE SAW,EXTENSION ATTACHMENT	204949	418.00
	PROJ: H01-42603		SPORTS COMPLEX EQUIPMENT	SMALL EQUIPMENT		
		I-4095/1	201-45160-42600	SUPPLIES & MA FASTENERS,OUTDOOR TIMER	204949	25.94
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
01-00424	RUNNINGS SUPPLY INC					
		I-1972310	201-45160-42603	SMALL EQUIPME IMPACT DRIVER KIT,MAGNETIC TRA	204994	1,338.91
	PROJ: H06-42603		ARENA-NORTH RINK	SMALL EQUIPMENT		
01-00436	CHS FARMERS ALLIANCE					
		I-IG2656	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	204942	78.00
	PROJ: H01-42610		SPORTS COMPLEX EQUIPMENT	GAS-FUEL		
		I-IG2771	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	204942	104.00
	PROJ: H01-42610		SPORTS COMPLEX EQUIPMENT	GAS-FUEL		
		I-IZ7872	201-45160-42610	GAS & FUEL PROPANE BOTTLE FILL	204942	8.48
	PROJ: H01-42610		SPORTS COMPLEX EQUIPMENT	GAS-FUEL		
01-00712	NAPA CENTRAL					
		I-809142	201-45160-42600	SUPPLIES & MA FLAT	204982	8.58
	PROJ: H01-42600		SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815047859	201-45160-42600	SUPPLIES & MA OIL FILTERS,VALVE ASSEMBLY	205005	63.08
	PROJ: H01-42600		SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE		
01-01322	LARRY'S I-90 SERVICE IN					
		I-105205	201-45160-42600	SUPPLIES & MA RELAY	204968	29.89
	PROJ: H01-42600		SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE		
01-02679	MENARD'S INC					
		I-80289	201-45160-42600	SUPPLIES & MA DUST MOP,BROOM,SCOOP,BRUSH	204973	93.60
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
01-02790	SUN GOLD SPORTS LLC					
		I-30268	201-45160-42650	UNIFORMS SEASONAL EMPLOYEE SHIRTS	205006	309.15
01-02804	TMA STORES					
		I-106729	201-45160-42500	REPAIR & MAIN LOOSE FLAT REPAIR	205008	32.92
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-149869	201-45160-42600	SUPPLIES & MA BLACK LINERS	204966	91.50
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
01-03014	ADVANCE AUTO PARTS					
		I-5761435436577	201-45160-42600	SUPPLIES & MA BATTERY	204925	112.55
	PROJ: H01-42600		SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE		

PACKET : 07172 07173 07174

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
=====						
01-09076	ROGER PREWETT II					
		I-12192024	201-45160-42650	UNIFORMS PANTS REIMBURSED	204992	115.00
01-09349	HOWES OIL CO					
		I-351334	201-45160-42610	GAS & FUEL UNLEADED GAS	204960	428.75
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	3,189.35

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-4072/1	201-45210-42500	REPAIR & MAIN AIR FILTER	204949	13.99
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-00424	RUNNINGS SUPPLY INC					
		I-1972457	201-45210-42600	SUPPLIES & MA FILES	204994	12.58
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IG1114	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	204942	213.85
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IG1115	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	204942	573.48
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
01-00445	CITY OF MITCHELL					
		I-04.001010.00.12.24	201-45210-42850	UTILITIES-VET 101 N MAIN ST	204943	1,647.68
	PROJ: H63-42850	VETERANS PARK		UTILITES/VETERANS PARK		
01-01199	STURDEVANTS AUTO VALUE					
		I-815048366	201-45210-42500	REPAIR & MAIN QUART PM SAE30,OIL FILTER	205005	21.95
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2997129-8.12.24	201-45210-42800	UTILITIES 800 E 11TH AVE	204984	17.48
	PROJ: H60-42800	NORTHDRIDGE PARK		UTILITIES		
		I-3975323-1.12.24	201-45210-42800	UTILITIES 502 S LAWLER ST	204984	78.78
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-01833	NORTHWESTERN ENERGY					
		I-90305618	201-45210-42500	REPAIR & MAIN GAS DAMAGES @ 320 E HANSON	204987	2,356.19
	PROJ: H52-42500	FORESTRY		REPAIR/MAINTENANCE		
01-01944	PFEIFER IMPLEMENT CO IN					
		I-01-188686	201-45210-42500	REPAIR & MAIN BALL JOINT	204990	84.72
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02480	SPN & ASSOCIATES					
		I-2023-14 P.E. #5	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #5	205001	1,484.77
		I-2023-14 P.E. #6	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #6	205001	3,035.00
01-02489	NORTHERN TRUCK EQUIP CO					
		I-SFI039996	201-45210-43400	CAPITAL EQUIP TOMMYGATE LIFTGATE,BRACKETS	204983	5,651.00
	PROJ: H50-43400	PARKS EQUIPMENT		CAPITAL EQUIPMENT		
01-02679	MENARD'S INC					
		I-79353	201-45210-42600	SUPPLIES & MA BRICK MOULDING,NAIL FLANGE,DOO	204973	536.95
	PROJ: H68-42600	FRANKS BAY		SUPPLIES/MAINTENANCE		
		I-80365	201-45210-42650	UNIFORMS VETCH SAFETY SHIRTS	204973	73.96

PACKET : 07172 07173 07174

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
01-02790	SUN GOLD SPORTS LLC					
		I-29605	201-45210-42650	UNIFORMS BREWSTER LOGOD HOODIES,SHIRT	205006	103.00
01-02804	TMA STORES					
		I-106877	201-45210-42500	REPAIR & MAIN FALKEN TIRES	205008	1,080.83
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
		I-106878	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR	205008	28.17
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
		I-106905	201-45210-42500	REPAIR & MAIN PASSENGER TIRE REPLACEMENT	205008	217.16
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
01-08216	ALTEC INDUSTRIES INC					
		I-51569180	201-45210-42500	REPAIR & MAIN FILTER ELEMENT,INSPECTIONS	204926	999.41
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
01-08594	MAKE IT MINE DESIGNS					
		I-38015	201-45210-42500	REPAIR & MAIN VEHICLE DECALS	204970	230.75
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
				DEPARTMENT 5210 PARKS	TOTAL:	18,461.70

PACKET : 07172 07173 07174

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5220 SUPERVISION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30967-4221	201-45220-42100	INSURANCE	INSURANCE ADDITIONAL COVERAGE 204996	3,516.95
				DEPARTMENT 5220 SUPERVISION	TOTAL:	3,516.95

				FUND 201 PARK FUND	TOTAL:	27,394.33

PACKET : 07172 07173 07174

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-1973411	202-45650-42600	SUPPLIES & MA GRABBER WARMERS	204994	47.94
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-01497	GRAINGER					
		I-9335006103	202-45650-42600	SUPPLIES & MA ELECTRONIC MODULE	204953	329.08
01-01830	NORTHWESTERN ENERGY					
		I-4153312-6.12.24	202-45650-42800	UTILITIES 614 N LAWLER ST	204984	18.68
	PROJ: X04-42800	DECORATING		UTILITIES		
01-02679	MENARD'S INC					
		I-80811	202-45650-42600	SUPPLIES & MA TAPCON	204973	11.96
01-04352	UPS STORE #4227					
		I-12142024	202-45650-42660	SHIPPING/POST SHIPPING FEES	205010	318.12
		I-12162024	202-45650-42660	SHIPPING/POST SHIPPING FEES	205010	35.39
01-06656	PREMIER PEST CONTROL LL					
		I-53464	202-45650-42500	REPAIRS & MAI DEC 2024 PEST CONTROL	204991	200.00
01-07344	CHESTERMAN COMPANY					
		I-11651903	202-45650-42610	COST OF GOODS POWERADES,PLASTIC CUPS,LIDS	204940	630.80
01-08281	VESTIS					
		I-6380247426	202-45650-42500	REPAIRS & MAI MAT CLEANING	205011	40.66
01-09349	HOWES OIL CO					
		I-351334	202-45650-42620	GAS & FUEL UNLEADED GAS	204960	56.97
01-09703	AMAZON CAPITAL SERVICES					
		C-1HLV-1F3D-6JNX	202-45650-42600	SUPPLIES & MA RETURNED ETHERNET ADAPTOR	204927	24.60-
DEPARTMENT 5650 CORN PALACE					TOTAL:	1,665.00

FUND 202 CORN PALACE FUND					TOTAL:	1,665.00

PACKET : 07172 07173 07174

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
=====						
01-02007	MILLBORN SEEDS INC					
		I-2021-14 P.E. #2	203-45220-43310	WATERSHED IMP 2021-14 P.E. #2	204977	35,009.99
01-06294	BROSZ ENGINEERING INC					
		I-2023-3 P.E. #18	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #18	204937	3,050.00
01-10410	BARR ENGINEERING CO INC					
		I-2021-20PE#PH2-34	203-45220-43300	LAKE IMPROVEM 2021-20 P.E. #PH2-34	204933	8,081.50
DEPARTMENT 5220 LAKE					TOTAL:	46,141.49

FUND 203 LAKE MITCHELL					TOTAL:	46,141.49

PACKET : 07172 07173 07174

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
=====						
01-03930	ACRISURE MIDWEST PARTNE					
		I-5215	214-43500-42200	PROFESSIONAL PELLA NOTARY BOND	204924	50.00
				DEPARTMENT 3500 E-911	TOTAL:	50.00

				FUND 214 E-911 EMERGENCY	TOTAL:	50.00

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

PACKET : 07172 07173 07174
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5180 JVCC
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00531	PAULSON SHEET METAL INC					
	I-S18246	218-45180-42500	REPAIR & MAIN HEATING UNIT DIAGNOSTICS		204989	159.30
01-01601	ARCTIC REFRIGERATION IN					
	I-54521	218-45180-42500	REPAIR & MAIN REPAIR 2 FREEZER DOORS		204928	106.00
01-10170	SPECTACULAR QUILTING					
	I-122739	218-45180-42900	FUNDRAISING QUILT QUEEN BATTING		205000	13.99
DEPARTMENT 5180 JVCC						TOTAL: 279.29

FUND 218 COMMUNITY SERVICES						TOTAL: 6,948.22

PACKET : 07172 07173 07174

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
=====						
01-09069	BIG DADDY D'S INC					
		I-953	219-45140-42911	CONTRACT SERV SR MEALS 12.02-06.2024	204934	2,304.60
		I-955	219-45140-42911	CONTRACT SERV SR MEALS 12.09-13.2024	204934	2,194.20
01-09349	HOWES OIL CO					
		I-351334	219-45140-42610	GAS, OIL, TIR UNLEADED GAS	204960	193.14
DEPARTMENT 5140 NUTRITION					TOTAL:	4,691.94

FUND 219 NUTRITION					TOTAL:	4,691.94

PACKET : 07172 07173 07174

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
01-00281	HELMS AND ASSOCIATES					
		I-AIP'32AIRPORTPE5	230-43500-43330	RUNWAY ENVIRO AIP' 32 AIRPORT P.E. #5	204958	928.08
		I-AIP'34AIRPORTPE1	230-43500-43320	AIP-RECONSTRU AIP' 34 AIRPORT P.E.#1	204958	21,527.99
01-00436	CHS FARMERS ALLIANCE					
		I-5-IG1119	230-43500-42610	GAS & OIL AIRPORT RUBY FIELDMASTER	204942	110.71
01-01117	FLEETPRIDE					
		I-122077812	230-43500-42500	REPAIR & MAIN DRYER CARTRIDGE	204951	23.75
		I-122077931	230-43500-42500	REPAIR & MAIN OIL SEAL,AUTOMATIC SLACK	204951	112.25
01-01199	STURDEVANTS AUTO VALUE					
		I-815047863	230-43500-42500	REPAIR & MAIN HOSE MENDER	205005	11.98
		I-815048260	230-43500-42500	REPAIR & MAIN CABIN AIR FLEET	205005	27.89
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30967-4221	230-43500-42100	INSURANCE INSURANCE ADDITIONAL COVERAGE	204996	546.30
01-08130	C & B OPERATIONS LLC					
		I-13051798	230-43500-42500	REPAIR & MAIN HOSE FITTINGS	204938	188.30
01-09668	DAN LONDON					
		I-12102024	230-43500-42650	UNIFORMS BOOTS REIMBURSED	204969	65.00
01-09955	MEAD & HUNT INC					
		I-AIP'35AIRPORT1	230-43500-43330	RUNWAY ENVIRO AIP' 35 AIRPORT P.E. #1	204972	5,000.00
01-10554	MIDWEST OIL COMPANY					
		I-1032451	230-43500-42500	REPAIR & MAIN MIDWEST ISO 46	204975	92.65
DEPARTMENT 3500 AIRPORT					TOTAL:	28,634.90
FUND 230 AIRPORT					TOTAL:	28,634.90

PACKET : 07172 07173 07174
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3330 WATER TREATMENT PLANT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00520	HAWKINS INC					
		I-6938338	602-43330-42602	CHEMICALS CHLORINE CYLINDERS	204955	80.00
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30967-4221	602-43330-42100	INSURANCE INSURANCE ADDITIONAL COVERAGE	204996	1,756.14-
01-08281	VESTIS					
		I-6380249377	602-43330-42600	SUPPLIES & MA MAT CLEANING	205011	62.15
01-09349	HOWES OIL CO					
		I-351334	602-43330-42610	GAS & FUEL UNLEADED GAS	204960	172.81
DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL:						1,441.18-

PACKET : 07172 07173 07174

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
01-00424	RUNNINGS SUPPLY INC					
		I-1979399	602-43340-42650	UNIFORMS MCCARDLE PANTS	204994	149.97
01-01700	AAA COLLECTIONS INC					
		I-7782-1.11.24	602-43340-42910	BILLING OFFIC PRE COLLECTION LETTERS	204923	75.00
01-02470	CORE & MAIN LP					
		I-W043731	602-43340-42600	SUPPLIES & MA BLACK PILOT BIT KIT	204945	742.50
01-02480	SPN & ASSOCIATES					
		I-2021-3 P.E. #27	602-43340-43358	PAINT WEST WT 2021-3 P.E. #27	205001	250.00
01-02790	SUN GOLD SPORTS LLC					
		I-30240	602-43340-42650	UNIFORMS SIBSON EMBROIDERY FEE	205006	10.00
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #5	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #5	204974	94,054.06
01-06656	PREMIER PEST CONTROL LL					
		I-53453	602-43340-42600	SUPPLIES & MA DEC 2024 PEST CONTROL	204991	75.00
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #50	602-43340-43355	ABOVE GROUND 2020-20 P.E. #50	204961	11,406.32
		I-2020-20 P.E. #51	602-43340-43355	ABOVE GROUND 2020-20 P.E. #51	204961	6,832.00
		I-2021-25 P.E. #17	602-43340-43326	LIVESAY UTILI 2021-25 P.E. #17	204961	75.98
01-08466	CHR SOLUTIONS INC					
		I-769588	602-43340-42660	POSTAGE NOV 2024 BILLINGS,MAILINGS	204941	874.90
		I-769588	602-43340-42910	BILLING OFFIC NOV 2024 BILLINGS,MAILINGS	204941	386.77
01-09349	HOWES OIL CO					
		I-351334	602-43340-42610	GAS & FUEL UNLEADED GAS	204960	1,360.86
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	116,293.36
FUND 602 WATER					TOTAL:	114,852.18

PACKET : 07172 07173 07174

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
01-00469	GEOTEK ENGINEERING & TE					
		I-2021-31 P.E. #14	604-43200-43300	NORTH PLANT I 2021-31 P.E. #14	204952	3,395.00
		I-2022-1 P.E. #3A	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #3A	204952	4,007.50
01-01021	JOHN T JONES CONSTRUCTI					
		I-2022-1 P.E. #5	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #5	204965	750,248.20
01-02143	HDR ENGINEERING INC					
		I-2022-1 P.E. #23	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #23	204956	58,895.17
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30967-4221	604-43200-42100	INSURANCE INSURANCE ADDITIONAL COVERAGE	204996	805.84-
01-08466	CHR SOLUTIONS INC					
		I-769588	604-43200-42660	POSTAGE NOV 2024 BILLINGS,MAILINGS	204941	874.90
01-09349	HOWES OIL CO					
		I-351334	604-43200-42610	GAS & FUEL UNLEADED GAS	204960	351.53
DEPARTMENT 3200 WASTE WATER TREATMENT					TOTAL:	816,966.46

PACKET : 07172 07173 07174

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3210 WASTE WATER IND PRETREAT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01710	MINNESOTA VALLEY TESTIN	I-1286512	604-43210-42550	LABORATORY FE MOLYBDENUM,ZINC	204978	56.00
DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:						56.00

PACKET : 07172 07173 07174

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
01-01700	AAA COLLECTIONS INC					
		I-7782-1.11.24	604-43250-42910	BILLING OFFIC PRE COLLECTION LETTERS	204923	75.00
01-01830	NORTHWESTERN ENERGY					
		I-2582739-5.12.24	604-43250-42800	UTILITIES 1300 W NORWAY AVE	204984	210.10
		I-2809477-9.12.24	604-43250-42800	UTILITIES 1423 COUNTRY DR	204984	155.51
01-02480	SPN & ASSOCIATES					
		I-2023-6 P.E. #18	604-43250-43349	N HARMON/AIRP 2023-6 P.E. #18	205001	22,869.28
01-03495	HALME INC					
		I-2023-6 P.E. #3	604-43250-43349	N HARMON/AIRP 2023-6 P.E. #3	204954	921,298.06
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0140	604-43250-42300	PUBLISHING WASTE WATER NOTICES	204944	24.08
		I-35882B15-0141	604-43250-42300	PUBLISHING WASTE WATER NOTICES	204944	24.62
		I-35882B15-0142	604-43250-42300	PUBLISHING WASTE WATER NOTICES	204944	24.08
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #5	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #5	204974	23,135.78
01-06656	PREMIER PEST CONTROL LL					
		I-53461	604-43250-42600	SUPPLIES DEC 2024 PEST CONTROL	204991	75.00
01-08417	INFRASTRUCTURE DESIGN G					
		I-2021-25 P.E. #17	604-43250-43336	LIVESAY UTILI 2021-25 P.E. #17	204961	721.81
01-08466	CHR SOLUTIONS INC					
		I-769588	604-43250-42910	BILLING OFFIC NOV 2024 BILLINGS,MAILINGS	204941	386.76
01-09349	HOWES OIL CO					
		I-351334	604-43250-42610	GAS UNLEADED GAS	204960	320.69
DEPARTMENT 3250 WASTE WATER COLLECTION					TOTAL:	969,320.77
FUND 604 SEWER					TOTAL:	1,786,343.23

PACKET : 07172 07173 07174

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
=====						
01-00130	DAVISON COUNTY TREASURE					
		I-12272024	612-43220-42600	SUPPLIES 2025 TRAILER TITLE, REGISTRATN	204947	26.70
01-00281	HELMS AND ASSOCIATES					
		I-2021-30 P.E. #25	612-43220-43200	BUILDINGS 2021-30 P.E. #25	204958	13,239.49
01-03662	WS CONSTRUCTION MANAGEM					
		I-2021-30 P.E. #6	612-43220-43200	BUILDINGS 2021-30 P.E. #6	205012	150,658.19
01-06656	PREMIER PEST CONTROL LL					
		I-53455	612-43220-42500	REPAIR & MAIN DEC 2024 PEST CONTROL	204991	175.00
DEPARTMENT 3220 RECYCLING PROGRAM					TOTAL:	164,099.38

PACKET : 07172 07173 07174

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
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1981755	612-43230-42650	UNIFORMS DAVIS JEANS	204994	99.95
01-01700	AAA COLLECTIONS INC					
		I-7782-1.11.24	612-43230-42910	BILLING OFFIC PRE COLLECTION LETTERS	204923	75.00
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30967-4221	612-43230-42100	INSURANCE INSURANCE ADDITIONAL COVERAGE	204996	50.29-
01-08466	CHR SOLUTIONS INC					
		I-769588	612-43230-42660	POSTAGE NOV 2024 BILLINGS,MAILINGS	204941	874.90
		I-769588	612-43230-42910	BILLING OFFIC NOV 2024 BILLINGS,MAILINGS	204941	386.76
DEPARTMENT 3230 WASTE COLLECTION						TOTAL: 1,386.32

PACKET : 07172 07173 07174

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
01-00436	CHS FARMERS ALLIANCE					
		I-IG1117	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	204942	1,615.46
		I-IG1118	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	204942	404.82
01-06543	EUROFINS ENVIRONMENT TE					
		I-3100149125	612-43240-42550	LAB FEES NEW LANDFILL TESTING	204950	2,446.00
01-09349	HOWES OIL CO					
		I-351334	612-43240-42610	GAS & OIL UNLEADED GAS	204960	197.08
01-09729	CUSTOM OUTFITTERS PLUS					
		I-15576	612-43240-42650	UNIFORMS DORSEY LOGOD HOODIE	204946	60.00
01-10469	SABER SHRED SOLUTIONS,					
		I-13177	612-43240-42500	REPAIR AND MA TIRE SHREDDING	204995	16,544.00
				DEPARTMENT 3240 LANDFILL	TOTAL:	21,267.36
				FUND 612 SANITATION	TOTAL:	186,753.06

PACKET : 07172 07173 07174

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
01-00210	BAILEY METAL FABRICATOR					
	I-63996	614-45250-42500	REPAIR & MAIN SKID LOADER SNOWBLOWER EDGE	204931	227.28	
01-00424	RUNNINGS SUPPLY INC					
	I-1973379	614-45250-42650	UNIFORMS DAGEN LOGOD TEES,HOODIES	204994	67.98	
01-00436	CHS FARMERS ALLIANCE					
	I-IG1112	614-45250-42610	GAS & FUEL GOLF RUBY FIELDMASTER	204942	207.99	
	I-IG1113	614-45250-42610	GAS & FUEL GOLF UNLEADED GAS	204942	98.15	
01-00712	NAPA CENTRAL					
	I-808942	614-45250-42600	SUPPLIES & MA WORKMAN HDX OIL	204982	21.98	
01-01355	MIDWEST TURF & IRRIGATI					
	I-3944518-00	614-45250-42600	SUPPLIES & MA U-JOINT KIT,YOKE	204976	246.39	
	I-3944529-00	614-45250-42600	SUPPLIES & MA DRAIN PLUG,GASKET	204976	32.57	
01-01590	MCLEOD'S PRINTING					
	I-80606	614-45250-42600	SUPPLIES & MA CLEANERS,PADS,DAILY BOOK	204971	50.49	
01-01830	NORTHWESTERN ENERGY					
	I-2581639-8.12.24	614-45250-42800	UTILITIES 700 W 23RD AVE	204984	206.30	
	I-2581643-0.12.24	614-45250-42800	UTILITIES GOLF PUMP 100 H	204984	130.93	
	I-2581875-8.12.24	614-45250-42800	UTILITIES GOLF CLUB HOUSE	204984	291.72	
	I-2581876-6.12.24	614-45250-42800	UTILITIES GOLF CART SHED	204984	15.94	
01-02624	SD PUBLIC ASSURANCE ALL					
	I-30967-4221	614-45250-42100	INSURANCE INSURANCE ADDITIONAL COVERAGE	204996	484.95	
01-08594	MAKE IT MINE DESIGNS					
	I-38211	614-45250-42650	UNIFORMS DAGEN EMBROIDERY FEE	204970	25.49	
01-09703	AMAZON CAPITAL SERVICES					
	I-13MF-GJ7P-997C	614-45250-42600	SUPPLIES & MA PRESSURE WASH IGNITION	204927	56.26	
DEPARTMENT 5250 GOLF COURSE					TOTAL:	2,164.42
FUND 614 GOLF COURSE					TOTAL:	2,164.42

PACKET : 07172 07173 07174

VENDOR SET: Mult

FUND : 619 CAMPGROUND

DEPARTMENT: 5220 CAMPGROUND

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06492	PALACE CITY RECREATION					
		I-202419F	619-45220-42500	REPAIR & MAIN HOIST REMOVED	204988	200.00
				DEPARTMENT 5220 CAMPGROUND	TOTAL:	200.00

				FUND 619 CAMPGROUND	TOTAL:	200.00

PACKET : 07172 07173 07174

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
01-01199	STURDEVANTS AUTO VALUE					
		I-815048219	621-44600-42600	SUPPLIES FUEL TANK CAP	205005	16.83
01-02700	HENRY SCHEIN INC					
		I-28415450	621-44600-42600	SUPPLIES TURNQUET,INFUSER,GLOVES,TUBIN	204959	511.20
01-03478	AVERA QUEEN OF PEACE					
		I-12012024	621-44600-42600	SUPPLIES AMBULANCE MEDICATIONS	204930	148.32
01-03559	A.T. EMBLEM COMPANY					
		I-I24-066	621-44600-42640	UNIFORMS BADGES	204922	693.64
01-03846	BOUND TREE MEDICAL LLC					
		I-85583570	621-44600-42600	SUPPLIES SIMMAN ALS INSTALLATION	204935	2,799.99
01-04240	LAERDAL MEDICAL CORPORA					
		I-2024/2000058922	621-44600-42600	SUPPLIES MANIKINS,SIMPADS,BATTERY,ROUTR	204967	7,906.37
		I-2024/2000059086	621-44600-42600	SUPPLIES TABLETS-PATIENT MONITORS	204967	4,558.10
01-07371	DICK'S BODY SHOP					
		I-B9690	621-44600-42530	REPAIR & MAIN 2023 AMBULANCE FRONT-END ALGNM	204948	95.00
01-09349	HOWES OIL CO					
		I-351334	621-44600-42610	GAS & OIL UNLEADED GAS	204960	981.74
01-09703	AMAZON CAPITAL SERVICES					
		I-11GG-LKKD-9TD6	621-44600-42600	SUPPLIES BUSINESS LAPTOP	204927	1,799.99
				DEPARTMENT 4600 EMS	TOTAL:	19,511.18
				FUND 621 EMERGENCY MEDICAL SERVICE	TOTAL:	19,511.18
					REPORT GRAND TOTAL:	2,269,335.71

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
2024-2025	101-41420-42620	CHECKS, RCPTS, FORMS	564.57	2,080	1,275.09-	Y		
	101-41440-42220	CDL TRAINING	86.75	5,375	3,444.27			
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	1,850.00	35,115	5,196.18-	Y		
	101-41460-42110	LIABILITY, PROPERTY INS &	3,624.91	203,000	13,519.78-	Y		
	101-41935-42250	MANAGED PRINT SERVICES	4,050.38	50,000	6,407.07-	Y		
	101-41935-42640	COPY MACHINE SUPPLIES	218.10	2,600	676.46-	Y		
	101-42110-42200	PROFESSIONAL SERVICES	64.77	29,581	17,184.81			
	101-42110-42500	REPAIR & MAINTENANCE	160.83	38,580	1,795.11			
	101-42110-42600	SUPPLIES	69.15	35,055	4,434.34-	Y		
	101-42110-42610	GAS OIL TIRES	4,358.25	60,000	13,894.27			
	101-42110-42640	UNIFORM ALLOWANCE	1,128.17	7,000	35,242.75-	Y		
	101-42130-42520	EMERGENCY SIREN UTILITIES	141.71	2,700	333.12-	Y		
	101-42130-42535	LIGHT MAINTENANCE	9,850.00	27,500	11,067.99			
	101-42130-42540	SIGNS	68.26	16,000	7,841.14			
	101-42130-42610	GAS, OIL, TIRES	313.54	5,000	247.74-	Y		
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	521.10	38,000	2,965.91			
	101-42130-42835	UTILITIES-STREET LIGHTS	673.74	277,000	21,395.13			
	101-42200-42500	REPAIR & MAINTENANCE	21.93	36,050	3,197.14			
	101-42200-42600	SUPPLIES	44.88	15,650	2,461.82-	Y		
	101-42200-42610	GAS & OIL	362.71	7,800	321.33-	Y		
	101-42200-42640	UNIFORMS	2,336.36	6,200	0.18-	Y		
	101-42200-42700	TRAVEL, CONF & DUES	100.00	14,225	981.66			
	101-43100-42610	GAS	610.08	105,000	35,030.69			
	101-43100-42650	UNIFORMS	136.58	3,600	65.27			
	101-43100-42661	MECHANICS TOOL ALLOWANCE	250.00	1,400	100.00			
	101-43110-42610	GAS	830.17	6,000	2,573.03-	Y		
	101-43110-42650	UNIFORMS	200.22	1,000	116.47-	Y		
	101-43120-42521	SIDEWALK CONSTRUCT	2,204.76	75,000	33,038.06			
	101-43120-43300	STREET OVERLAY MAINT	6,280.00	1,905,075	790,340.72			
	101-43150-43317	LIVESAY UTILITY IMPROVEMEN	1,101.71	288,324	281,448.19			
	101-43700-42610	GAS & FUEL	306.14	8,000	884.25-	Y		
	101-43700-42650	UNIFORMS	166.64	500	129.99			
	101-43700-42800	UTILITIES	239.76	5,000	146.06-	Y		
	101-45500-42600	SUPPLIES & MATERIALS	56.96	11,000	91.09			
	101-45500-43420	BOOKS	992.63	47,000	4,348.63			
	201-45140-42600	SUPPLIES & MATERIALS	2,226.33	35,780	2,614.14			
	201-45160-42500	REPAIR & MAINTENANCE	32.92	97,633	797.49-	Y		
	201-45160-42600	SUPPLIES & MATERIALS	425.14	55,147	13,778.13			
	201-45160-42603	SMALL EQUIPMENT	1,687.91	3,000	367.82			
	201-45160-42610	GAS & FUEL	619.23	13,500	379.55-	Y		
	201-45160-42650	UNIFORMS	424.15	1,400	8.96-	Y		
	201-45210-42500	REPAIR & MAINTENANCE	5,033.17	41,150	2,355.09			
	201-45210-42600	SUPPLIES & MATERIALS	549.53	67,100	192.28			
	201-45210-42610	GAS & FUEL	787.33	33,000	979.31-	Y		
	201-45210-42650	UNIFORMS	176.96	2,100	535.84			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	201-45210-42800	UTILITIES	96.26	60,000	11,067.30-	Y			
	201-45210-42850	UTILITIES-VETERAN'S PARK	1,647.68	4,800	1,493.62-	Y			
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	4,519.77	449,717	392,914.40				
	201-45210-43400	CAPITAL EQUIPMENT	5,651.00	159,500	11,390.80				
	201-45220-42100	INSURANCE	3,516.95	114,128	3,467.04-	Y			
	202-45650-42500	REPAIRS & MAINTENANCE	240.66	77,030	6,849.12				
	202-45650-42600	SUPPLIES & MATERIALS	364.38	53,490	2,752.80				
	202-45650-42610	COST OF GOODS SOLD	630.80	214,000	328.75-	Y			
	202-45650-42620	GAS & FUEL	56.97	2,000	178.59				
	202-45650-42660	SHIPPING/POSTAGE	353.51	3,000	1,539.38				
	202-45650-42800	UTILITIES	18.68	90,000	14,282.59				
	203-45220-43300	LAKE IMPROVEMENTS	11,131.50	6,000,000	5,060,780.04				
	203-45220-43310	WATERSHED IMPROVEMENTS	35,009.99	0	901,536.61-	Y			
	214-43500-42200	PROFESSIONAL SERVICES	50.00	3,700	2,132.56				
	218-45150-42110	INSURANCE	364.05	19,000	365.16-	Y			
	218-45150-42500	REPAIR AND MAINTENANCE	80.26	13,000	206.58-	Y			
	218-45150-42600	SUPPLIES & MATERIALS	56.97	11,400	6,985.26				
	218-45150-42610	GAS OIL TIRES	6,032.65	81,000	6,591.29-	Y			
	218-45150-43411	COMPUTER HARDWARE	135.00	55,400	13,894.47				
	218-45180-42500	REPAIR & MAINTENANCE	265.30	4,000	582.65				
	218-45180-42900	FUNDRAISING	13.99	10,750	589.16				
	219-45140-42610	GAS, OIL, TIRES	193.14	2,500	676.74				
	219-45140-42911	CONTRACT SERVICES-MEALS	4,498.80	188,431	7,902.61-	Y			
	230-43500-42100	INSURANCE	546.30	14,300	14.03-	Y			
	230-43500-42500	REPAIR & MAINTENANCE	456.82	14,280	1,169.05				
	230-43500-42610	GAS & OIL	110.71	5,700	3,100.08				
	230-43500-42650	UNIFORMS	65.00	250	131.10				
	230-43500-43320	AIP-RECONSTRUCT RUNWAY	21,527.99	118,194	37,151.95				
	230-43500-43330	RUNWAY ENVIRON & DESIGN	5,928.08	150,000	144,071.92				
	602-43330-42100	INSURANCE	1,756.14-	33,000	2,303.75-	Y			
	602-43330-42600	SUPPLIES & MATERIALS	62.15	17,500	7,685.55				
	602-43330-42602	CHEMICALS	80.00	6,000	1,055.00-	Y			
	602-43330-42610	GAS & FUEL	172.81	3,000	619.08-	Y			
	602-43340-42600	SUPPLIES & MATERIALS	817.50	125,300	3,323.40-	Y			
	602-43340-42610	GAS & FUEL	1,360.86	14,000	53.70				
	602-43340-42650	UNIFORMS	159.97	1,250	51.69-	Y			
	602-43340-42660	POSTAGE	874.90	10,000	2,064.62-	Y			
	602-43340-42910	BILLING OFFICE	461.77	10,700	4,774.33				
	602-43340-43326	LIVESAY UTILITIES	75.98	0	333.64-	Y			
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	94,054.06	1,499,685	1,013,371.61				
	602-43340-43355	ABOVE GROUND STORAGE	18,238.32	8,515,013	2,443,060.80				
	602-43340-43358	PAINT WEST WTR TOWER	250.00	250,784	99,554.84				
	604-43200-42100	INSURANCE	805.84-	56,700	6,645.40-	Y			
	604-43200-42610	GAS & FUEL	351.53	10,000	2,119.04				
	604-43200-42660	POSTAGE	874.90	9,000	1,346.38-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	604-43200-43300	NORTH PLANT IMPROVEMENTS	3,395.00	3,745,819	2,572,211.15			
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	813,150.87	29,829,861	23,528,167.91			
	604-43210-42550	LABORATORY FEES & SERVICES	56.00	5,000	1,659.45			
	604-43250-42300	PUBLISHING	72.78	0	78.56-	Y		
	604-43250-42600	SUPPLIES	75.00	50,000	1,574.39-	Y		
	604-43250-42610	GAS	320.69	6,000	1,620.33			
	604-43250-42800	UTILITIES	365.61	51,000	15,874.21			
	604-43250-42910	BILLING OFFICE	461.76	8,000	2,084.00			
	604-43250-43336	LIVESAY UTILITIES	721.81	168,624	156,334.95			
	604-43250-43348	HIGHWAY 37 UTILITIES	23,135.78	1,595,000	1,440,935.64			
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	944,167.34	2,187,569	520,631.60			
	612-43220-42500	REPAIR & MAINTENANCE	175.00	5,000	4,359.04-	Y		
	612-43220-42600	SUPPLIES	26.70	19,000	9,416.63			
	612-43220-43200	BUILDINGS	163,897.68	2,499,150	675,427.82			
	612-43230-42100	INSURANCE	50.29-	34,000	1,768.82-	Y		
	612-43230-42650	UNIFORMS	99.95	750	211.55-	Y		
	612-43230-42660	POSTAGE	874.90	8,000	2,290.28-	Y		
	612-43230-42910	BILLING OFFICE	461.76	8,000	2,084.02			
	612-43240-42500	REPAIR AND MAINTENANCE	16,544.00	32,000	18,844.63-	Y		
	612-43240-42550	LAB FEES	2,446.00	23,000	1,140.50-	Y		
	612-43240-42610	GAS & OIL	2,217.36	110,000	40,815.47			
	612-43240-42650	UNIFORMS	60.00	1,000	340.06			
	614-45250-42100	INSURANCE	484.95	11,000	921.35-	Y		
	614-45250-42500	REPAIR & MAINTENANCE	227.28	10,000	1,311.57			
	614-45250-42600	SUPPLIES & MATERIALS	407.69	25,400	334.93-	Y		
	614-45250-42610	GAS & FUEL	306.14	15,000	2,164.73-	Y		
	614-45250-42650	UNIFORMS	93.47	500	280.56			
	614-45250-42800	UTILITIES	644.89	20,000	640.08			
	619-45220-42500	REPAIR & MAINTENANCE	200.00	8,000	1,629.42			
	621-44600-42530	REPAIR & MAINT-VEHICLE	95.00	9,942	4,844.15			
	621-44600-42600	SUPPLIES	17,740.80	100,226	14,583.79-	Y		
	621-44600-42610	GAS & OIL	981.74	13,000	1,797.68			
	621-44600-42640	UNIFORMS	693.64	4,500	0.00			
** 2024-2025 YEAR TOTALS **			2,269,335.71					

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1420	FINANCE	564.57
101-1440	HUMAN RESOURCES	1,936.75
101-1460	INSURANCE & BONDS	3,624.91
101-1935	INFORMATION TECHNOLOGY	4,268.48
101-2110	POLICE DEPARTMENT	5,781.17
101-2130	TRAFFIC DEPARTMENT	11,568.35
101-2200	FIRE DEPARTMENT	2,865.88
101-3100	STREET DEPARTMENT	996.66
101-3110	PUBLIC WORKS ADMIN	1,030.39
101-3120	STREET & SIDEWALK CONST	8,484.76
101-3150	STORM DRAINAGE	1,101.71
101-3700	CEMETERY	712.54
101-5500	LIBRARY	1,049.59

101 TOTAL	GENERAL	43,985.76
201-5140	RECREATION CENTER	2,226.33
201-5160	SPORTS COMPLEXES	3,189.35
201-5210	PARKS	18,461.70
201-5220	SUPERVISION	3,516.95

201 TOTAL	PARK FUND	27,394.33
202-5650	CORN PALACE	1,665.00

202 TOTAL	CORN PALACE FUND	1,665.00
203-5220	LAKE	46,141.49

203 TOTAL	LAKE MITCHELL	46,141.49
214-3500	E-911	50.00

214 TOTAL	E-911 EMERGENCY	50.00
218-5150	PALACE TRANSIT	6,668.93
218-5180	JVCC	279.29

218 TOTAL	COMMUNITY SERVICES	6,948.22

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
219-5140	NUTRITION	4,691.94

219 TOTAL	NUTRITION	4,691.94
230-3500	AIRPORT	28,634.90

230 TOTAL	AIRPORT	28,634.90
602-3330	WATER TREATMENT PLANT	1,441.18CR
602-3340	WATER DISTRIBUTION	116,293.36

602 TOTAL	WATER	114,852.18
604-3200	WASTE WATER TREATMENT	816,966.46
604-3210	WASTE WATER IND PRETREAT	56.00
604-3250	WASTE WATER COLLECTION	969,320.77

604 TOTAL	SEWER	1,786,343.23
612-3220	RECYCLING PROGRAM	164,099.38
612-3230	WASTE COLLECTION	1,386.32
612-3240	LANDFILL	21,267.36

612 TOTAL	SANITATION	186,753.06
614-5250	GOLF COURSE	2,164.42

614 TOTAL	GOLF COURSE	2,164.42
619-5220	CAMPGROUND	200.00

619 TOTAL	CAMPGROUND	200.00
621-4600	EMS	19,511.18

621 TOTAL	EMERGENCY MEDICAL SERVICE	19,511.18

** TOTAL **		2,269,335.71

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
E01 5311-FY18/19	MAINT	Maintenance/Repairs	80.26
	OFFSUP	Office Supplies	56.97
	RAD	Radio Equipment	135.00
		** PROJECT E01 TOTAL **	272.23
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	32.92
	42600	SUPPLIES/MAINTENANCE	214.10
	42603	SMALL EQUIPMENT	349.00
	42610	GAS-FUEL	190.48
		** PROJECT H01 TOTAL **	786.50
H06 ARENA-NORTH RINK	42600	SUPPLIES-MATERIALS	211.04
	42603	SMALL EQUIPMENT	1,338.91
		** PROJECT H06 TOTAL **	1,549.95
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	2,676.98
	42610	GAS/FUEL	787.33
	43400	CAPITAL EQUIPMENT	5,651.00
		** PROJECT H50 TOTAL **	9,115.31
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	12.58
		** PROJECT H51 TOTAL **	12.58
H52 FORESTRY	42500	REPAIR/MAINTENANCE	2,356.19
		** PROJECT H52 TOTAL **	2,356.19
H55 DRY RUN CREEK PARK	42800	UTILITIES	78.78
		** PROJECT H55 TOTAL **	78.78
H60 NORTHRIDGE PARK	42800	UTILITIES	17.48
		** PROJECT H60 TOTAL **	17.48
H63 VETERANS PARK	42850	UTILITES/VETERANS PARK	1,647.68
		** PROJECT H63 TOTAL **	1,647.68
H68 FRANKS BAY	42600	SUPPLIES/MAINTENANCE	536.95
		** PROJECT H68 TOTAL **	536.95
J06 REC CTR-GENERAL BLDG	SM-BLDG	SUPPLIES/MATERIAL-BLDG	2,077.15
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	35.02
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	135.60

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	39.50CR
	SM-PLUMB SUPPLIES/MATERIAL-PLUMBING	18.06
	** PROJECT J06 TOTAL **	2,226.33
X04 DECORATING	42600 SUPPLIES	47.94
	42800 UTILITIES	18.68
	** PROJECT X04 TOTAL **	66.62

NO ERRORS

** END OF REPORT **

PACKET: 07175 MEETING 01.06.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1110 CITY COUNCIL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00500	MITCHELL REPUBLIC					
		I-177941314.2025	101-41110-42600	SUPPLIES & MA CITY HALL RENEWAL SUBSCRIPTION	205264	280.69
01-02615	SD MUNICIPAL LEAGUE					
		I-300000241	101-41110-42710	MUNICIPAL LEA ANNUAL MUNICIPAL MEMBERSHIP	205269	10,108.00
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	10,388.69

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03124	AMERICAN LEGAL PUBLISHI					
		I-38524	101-41410-42800	RECODIFY CITY 2025 WEB HOSTING FEE	205252	500.00
DEPARTMENT 1410 ATTORNEY'S OFFICE						TOTAL: 500.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	101-41460-42120	WORKMEN'S COM 2025 WORK COMP RENEWAL	205270	35,709.00
DEPARTMENT 1460 INSURANCE & BONDS					TOTAL:	35,709.00

PACKET: 07175 MEETING 01.06.2025

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1935 INFORMATION TECHNOLOGY

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06894	TYLER TECHNOLOGIES, INC					
		I-025-486859	101-41935-42920	COMPUTER SOFT TYLER SOFTWARE ANNUAL FEE	205271	52,163.19
01-07810	OPG-3 INC					
		I-8421	101-41935-42920	COMPUTER SOFT ANNUAL FEES	205266	6,789.32
01-09119	CIVICPLUS LLC					
		I-322273	101-41935-42920	COMPUTER SOFT 2025 ANNUAL FEE	205253	2,997.32
		I-322279	101-41935-42920	COMPUTER SOFT 2025 CIVICPLUS WEBSITE HOST FE	205253	10,414.33
01-10285	KNOWBE4 INC.					
		I-INV358501	101-41935-42920	COMPUTER SOFT 2025 PHISHER SUBSCRIPTION	205259	1,322.03
		I-INV358512	101-41935-42920	COMPUTER SOFT 2025 SECURITY AWARENESS SUBSCR	205259	2,056.43
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						75,742.62

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07635	LEADS ONLINE LLC					
		I-414927	101-42110-42693	COMPUTER SOFT LEADS ONLINE RENEWAL	205260	3,396.00
DEPARTMENT 2110 POLICE DEPARTMENT					TOTAL:	3,396.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01313	FRONTIER PRECISION INC					
		I-INV315340	101-43110-42920	SOFTWARE/FIRM ANNUAL SOFTWARE RENEWAL	205255	1,615.50
DEPARTMENT 3110 PUBLIC WORKS ADMIN						TOTAL: 1,615.50

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01414	MITCHELL PREHISTORIC IN					
		I-12202024	101-45000-42908	MIT PREHISTOR 2025 1ST QUARTER ALLOCATION	205263	4,750.00
DEPARTMENT 5000 CULTURE & RECREATION					TOTAL:	4,750.00

FUND 101 GENERAL					TOTAL:	132,101.81

PACKET: 07175 MEETING 01.06.2025
VENDOR SET: 01
FUND : 201 PARK FUND
DEPARTMENT: 5220 SUPERVISION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	201-45220-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	3,462.00
		I-24434	201-45220-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	14,489.00
		I-24434	201-45220-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	373.00
		I-24434	201-45220-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	913.00
DEPARTMENT 5220 SUPERVISION						TOTAL: 19,237.00

FUND 201 PARK FUND						TOTAL: 19,237.00

PACKET: 07175 MEETING 01.06.2025

VENDOR SET: 01

FUND : 209 BUSINESS IMPROV DIST #4

DEPARTMENT: 6530 BUSINESS IMPROV #4

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03069	HANSON PUBLIC FOUNDATIO					
		I-3809	209-46530-42920	SPORTS AUTHOR B&G HANSON CLASSIC JAN 2025	205256	3,000.00
01-04181	ND COUNTRY FEST LLC					
		I-3807	209-46530-42920	SPORTS AUTHOR NEAL MCCOY CONCERT	205265	7,500.00
01-04186	MITCHELL PICKLEBALL ASS					
		I-3812	209-46530-42920	SPORTS AUTHOR INDOOR PICKLEBALL TOURNAMENT	205262	2,500.00
01-04235	PLAYON INC					
		I-1722	209-46530-42900	BOARD PROJECT PLAYEASY FOR DESTINATIONS SUB	205267	4,995.00
DEPARTMENT 6530 BUSINESS IMPROV #4						TOTAL: 17,995.00

FUND 209 BUSINESS IMPROV DIST #4						TOTAL: 17,995.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	214-43500-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	1,048.00
DEPARTMENT 3500 E-911					TOTAL:	1,048.00

FUND 214 E-911 EMERGENCY					TOTAL:	1,048.00

PACKET: 07175 MEETING 01.06.2025
VENDOR SET: 01
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5150 PALACE TRANSIT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	218-45150-42110	INSURANCE 2025 WORK COMP RENEWAL	205270	361.00
		I-24434	218-45150-42110	INSURANCE 2025 WORK COMP RENEWAL	205270	13,096.00
DEPARTMENT 5150 PALACE TRANSIT						TOTAL: 13,457.00

PACKET: 07175 MEETING 01.06.2025

VENDOR SET: 01

FUND : 218 COMMUNITY SERVICES

DEPARTMENT: 5180 JVCC

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00565	SDML WORKERS' COMPENSAT	I-24434	218-45180-42120	INSURANCE 2025 WORK COMP RENEWAL	205270	92.00
01-05189	MITCHELL BARBERSHOP CHO	I-11052024	218-45180-42900	FUNDRAISING AFTER HOLIDAY PARTY ENTERTNMNT	205261	100.00
DEPARTMENT 5180 JVCC					TOTAL:	192.00
FUND 218 COMMUNITY SERVICES					TOTAL:	13,649.00

PACKET: 07175 MEETING 01.06.2025
VENDOR SET: 01
FUND : 219 NUTRITION
DEPARTMENT: 5140 NUTRITION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	219-45140-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	233.00
DEPARTMENT 5140 NUTRITION						TOTAL: 233.00

FUND 219 NUTRITION						TOTAL: 233.00

PACKET: 07175 MEETING 01.06.2025

VENDOR SET: 01

FUND : 230 AIRPORT

DEPARTMENT: 3500 AIRPORT

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	230-43500-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	1,103.00
				DEPARTMENT 3500 AIRPORT	TOTAL:	1,103.00
				FUND 230 AIRPORT	TOTAL:	1,103.00

PACKET: 07175 MEETING 01.06.2025

VENDOR SET: 01

FUND : 602 WATER

DEPARTMENT: 3330 WATER TREATMENT PLANT

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	602-43330-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	24.00
		I-24434	602-43330-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	4,992.00
DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL:						5,016.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03589	DAKOTA MAINSTEM					
		I-12212024	602-43340-42700	TRAVEL, CONF ANNUAL BASE CHARGE	205254	6,912.75
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	6,912.75
FUND 602 WATER					TOTAL:	11,928.75

PACKET: 07175 MEETING 01.06.2025

VENDOR SET: 01

FUND : 604 SEWER

DEPARTMENT: 3200 WASTE WATER TREATMENT

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	604-43200-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	23.00
		I-24434	604-43200-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	5,606.00
				DEPARTMENT 3200 WASTE WATER TREATMENT	TOTAL:	5,629.00
				FUND 604 SEWER	TOTAL:	5,629.00

PACKET: 07175 MEETING 01.06.2025
VENDOR SET: 01
FUND : 612 SANITATION
DEPARTMENT: 3230 WASTE COLLECTION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	612-43230-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	23.00
		I-24434	612-43230-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	7,196.00
		I-24434	612-43230-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	3,502.00
		I-24434	612-43230-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	832.00
		I-24434	612-43230-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	6,219.00
DEPARTMENT 3230 WASTE COLLECTION						TOTAL: 17,772.00

FUND 612 SANITATION				TOTAL:		17,772.00

PACKET: 07175 MEETING 01.06.2025
VENDOR SET: 01
FUND : 613 CORN PALACE
DEPARTMENT: 5650 CORN PALACE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	613-45650-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	6,526.00
		I-24434	613-45650-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	2,117.00
		I-24434	613-45650-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	224.00
		I-24434	613-45650-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	219.00
01-01075	JOHNSON CONTROLS					
		I-1-134648170434	613-45650-42500	REPAIRS & MAI CP QUARTERLY MAINTENANCE	205258	4,906.98
DEPARTMENT 5650 CORN PALACE						TOTAL: 13,992.98

FUND 613 CORN PALACE				TOTAL:		13,992.98

PACKET: 07175 MEETING 01.06.2025
VENDOR SET: 01
FUND : 614 GOLF COURSE
DEPARTMENT: 5250 GOLF COURSE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	614-45250-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	2,711.00
01-08892	ERIC HIEB					
		I-01012025	614-45250-42200	GOLF PRO CONT BASE CONTRACT 01.2025	205257	5,069.84
		I-010125	614-45250-42200	GOLF PRO CONT CLOVER CC FEES 01.2025	205257	152.65
DEPARTMENT 5250 GOLF COURSE						TOTAL: 7,933.49

FUND 614 GOLF COURSE				TOTAL:		7,933.49

PACKET: 07175 MEETING 01.06.2025

VENDOR SET: 01

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: 4600 EMS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
		I-24434	621-44600-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	33,035.00
		I-24434	621-44600-42100	INSURANCE 2025 WORK COMP RENEWAL	205270	223.00
01-08923	SD AMBULANCE ASSOCIATIO					
		I-01408	621-44600-42700	TRAVEL, TRAIN ANNUAL AMBULANCE DUES	205268	75.00
DEPARTMENT 4600 EMS						TOTAL: 33,333.00

FUND 621 EMERGENCY MEDICAL SERVICE						TOTAL: 33,333.00
REPORT GRAND TOTAL:						275,956.03

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2025-2026	101-41110-42600	SUPPLIES & MATERIALS	280.69	1,000	719.31		
	101-41110-42710	MUNICIPAL LEAGUE DUES	10,108.00	10,000	108.00-	Y	
	101-41410-42800	RECODIFY CITY ORDINANCES	500.00	5,000	4,500.00		
	101-41460-42120	WORKMEN'S COMPENSATION	35,709.00	78,000	42,291.00		
	101-41935-42920	COMPUTER SOFTWARE	75,742.62	116,115	40,372.38		
	101-42110-42693	COMPUTER SOFTWARE	3,396.00	108,358	104,962.00		
	101-43110-42920	SOFTWARE/FIRMWARE UPGRADES	1,615.50	16,000	14,384.50		
	101-45000-42908	MIT PREHISTORIC IND VILLAG	4,750.00	0	4,750.00-	Y	
	201-45220-42100	INSURANCE	19,237.00	103,628	84,391.00		
	209-46530-42900	BOARD PROJECTS	4,995.00	30,000	25,005.00		
	209-46530-42920	SPORTS AUTHORITY PROMO	13,000.00	150,000	137,000.00		
	214-43500-42100	INSURANCE	1,048.00	3,500	2,452.00		
	218-45150-42110	INSURANCE	13,457.00	19,475	6,018.00		
	218-45180-42120	INSURANCE	92.00	125	33.00		
	218-45180-42900	FUNDRAISING	100.00	4,750	4,650.00		
	219-45140-42100	INSURANCE	233.00	240	7.00		
	230-43500-42100	INSURANCE	1,103.00	14,500	13,397.00		
	602-43330-42100	INSURANCE	5,016.00	34,000	28,984.00		
	602-43340-42700	TRAVEL, CONF & DUES	6,912.75	10,765	3,852.25		
	604-43200-42100	INSURANCE	5,629.00	70,000	64,371.00		
	612-43230-42100	INSURANCE	17,772.00	36,000	18,228.00		
	613-45650-42100	INSURANCE	9,086.00	0	9,086.00-	Y	
	613-45650-42500	REPAIRS & MAINTENANCE	4,906.98	0	4,906.98-	Y	
	614-45250-42100	INSURANCE	2,711.00	12,000	9,289.00		
	614-45250-42200	GOLF PRO CONTRACT	5,222.49	73,840	68,617.51		
	621-44600-42100	INSURANCE	33,258.00	43,000	9,742.00		
	621-44600-42700	TRAVEL, TRAINING & CONFERE	75.00	11,590	11,515.00		
**	2025-2026 YEAR TOTALS	**	275,956.03				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	10,388.69
101-1410	ATTORNEY'S OFFICE	500.00
101-1460	INSURANCE & BONDS	35,709.00
101-1935	INFORMATION TECHNOLOGY	75,742.62
101-2110	POLICE DEPARTMENT	3,396.00
101-3110	PUBLIC WORKS ADMIN	1,615.50
101-5000	CULTURE & RECREATION	4,750.00

101 TOTAL	GENERAL	132,101.81

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
201-5220	SUPERVISION	19,237.00

201 TOTAL	PARK FUND	19,237.00
209-6530	BUSINESS IMPROV #4	17,995.00

209 TOTAL	BUSINESS IMPROV DIST #4	17,995.00
214-3500	E-911	1,048.00

214 TOTAL	E-911 EMERGENCY	1,048.00
218-5150	PALACE TRANSIT	13,457.00
218-5180	JVCC	192.00

218 TOTAL	COMMUNITY SERVICES	13,649.00
219-5140	NUTRITION	233.00

219 TOTAL	NUTRITION	233.00
230-3500	AIRPORT	1,103.00

230 TOTAL	AIRPORT	1,103.00
602-3330	WATER TREATMENT PLANT	5,016.00
602-3340	WATER DISTRIBUTION	6,912.75

602 TOTAL	WATER	11,928.75
604-3200	WASTE WATER TREATMENT	5,629.00

604 TOTAL	SEWER	5,629.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
612-3230	WASTE COLLECTION	17,772.00

612 TOTAL	SANITATION	17,772.00
613-5650	CORN PALACE	13,992.98

613 TOTAL	CORN PALACE	13,992.98
614-5250	GOLF COURSE	7,933.49

614 TOTAL	GOLF COURSE	7,933.49
621-4600	EMS	33,333.00

621 TOTAL	EMERGENCY MEDICAL SERVICE	33,333.00

** TOTAL **		275,956.03

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:	January 6, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 1-21-25		
Explanation/Background of Agenda Item Requested:	Ashbrook Trail Apartment Limited Partnership has applied for a conditional use permit for multi-family dwellings of more than 24 units; located in the 2100 block of North Minnesota St, legally described as Block 1 Ex N 345' and Ex Lot 1, Block 1 of Fullerton Properties' First Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District. Bob Jackson has applied for a Variance Permit for combination of attached and detached accessory buildings of 3,247 square feet vs 2,000 square feet to build a new attached accessory building of 3,047 square feet and detached accessory building of 200 square feet. This is located at 1800 Block of Charles Ave, legally described as E 50' of Lot 4 & all of Lot 3, 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. The property is zoned R4 High Density Residential District.		



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

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

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

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

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

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

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

- Description of Variance: Click or tap here to enter text.
- Description of Hardship: Click or tap here to enter text.

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

- Description of Conditional Use: Construct a 43 Unit, 3-story apartment building on site zoned R-4 High Density Residential.

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

This Application is for the following described real property:

Legal Description: Approximately 1.79 acres of R-4 zoned land located in Block 1 except the North 345' and except Lot 1, Block 1, Fullerton Properties First Addition, City of Mitchell, Davison County, SD

Property Address: TBD North Minnesota Street, Mitchell SD

Dated this 16th **of** December **,** 2024.

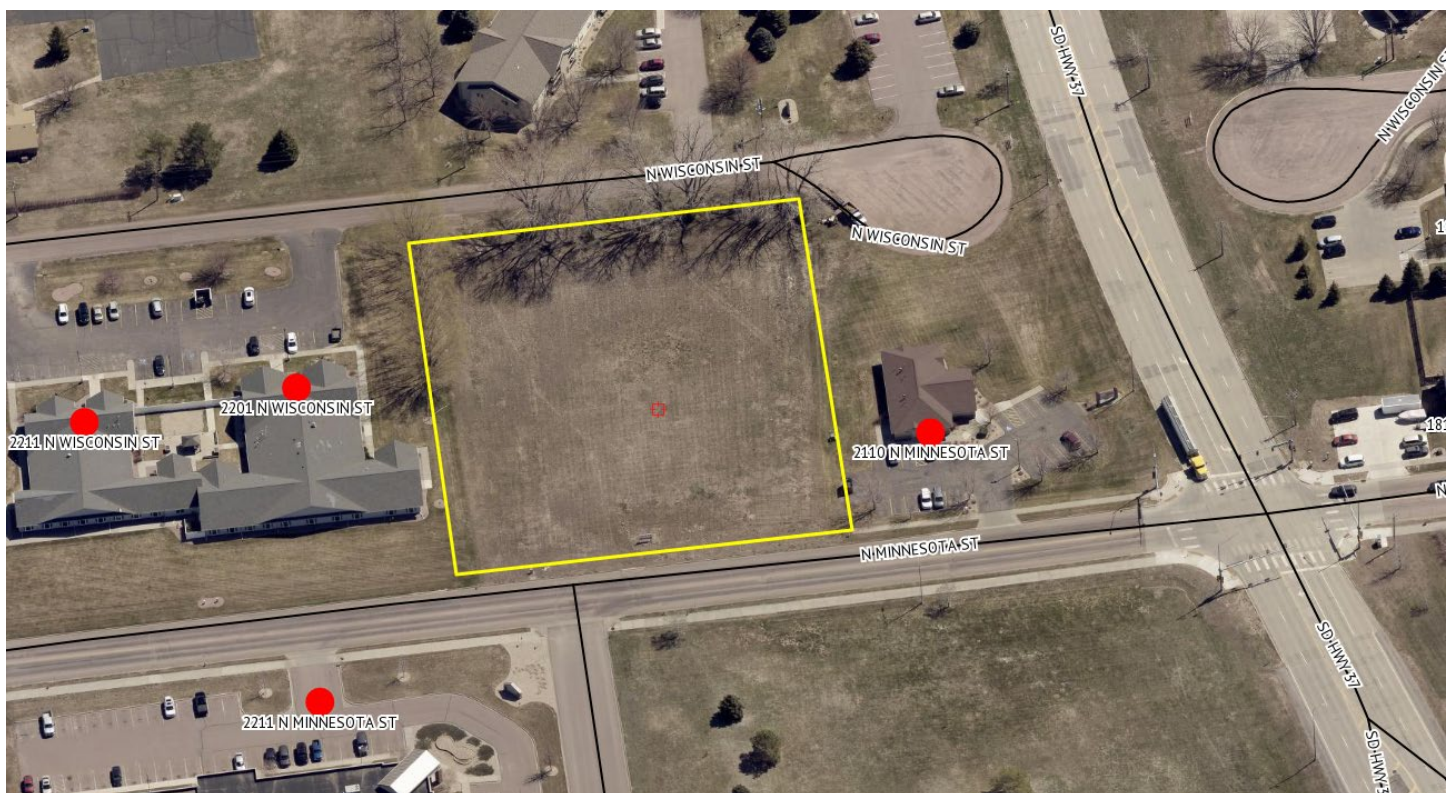
Ashbrook Trail Apartments Limited Partnership
APPLICANT

Joan M. Franken

Puetz Bare Lots + Hotels LLC

OWNER

A handwritten signature in blue ink, appearing to read "John D. Smith", written over a horizontal line.





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

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

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

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

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

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

- Description of Variance: Combination of attached and detached accessory buildings of 3,247 square feet vs 2,000 square feet to build a new attached accessory building of 3,047 square feet and detached accessory building of 200 square feet.
- Description of Hardship: Building on a lot and half and would like to keep all vehicles, trailers, equipment inside instead parked outside. Also gives some room for a workshop for personal projects.

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

- Description of Conditional Use: [Click or tap here to enter text.](#)

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

This Application is for the following described real property:

Legal Description: E 50' of Lot 4 & all of Lot 3, 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

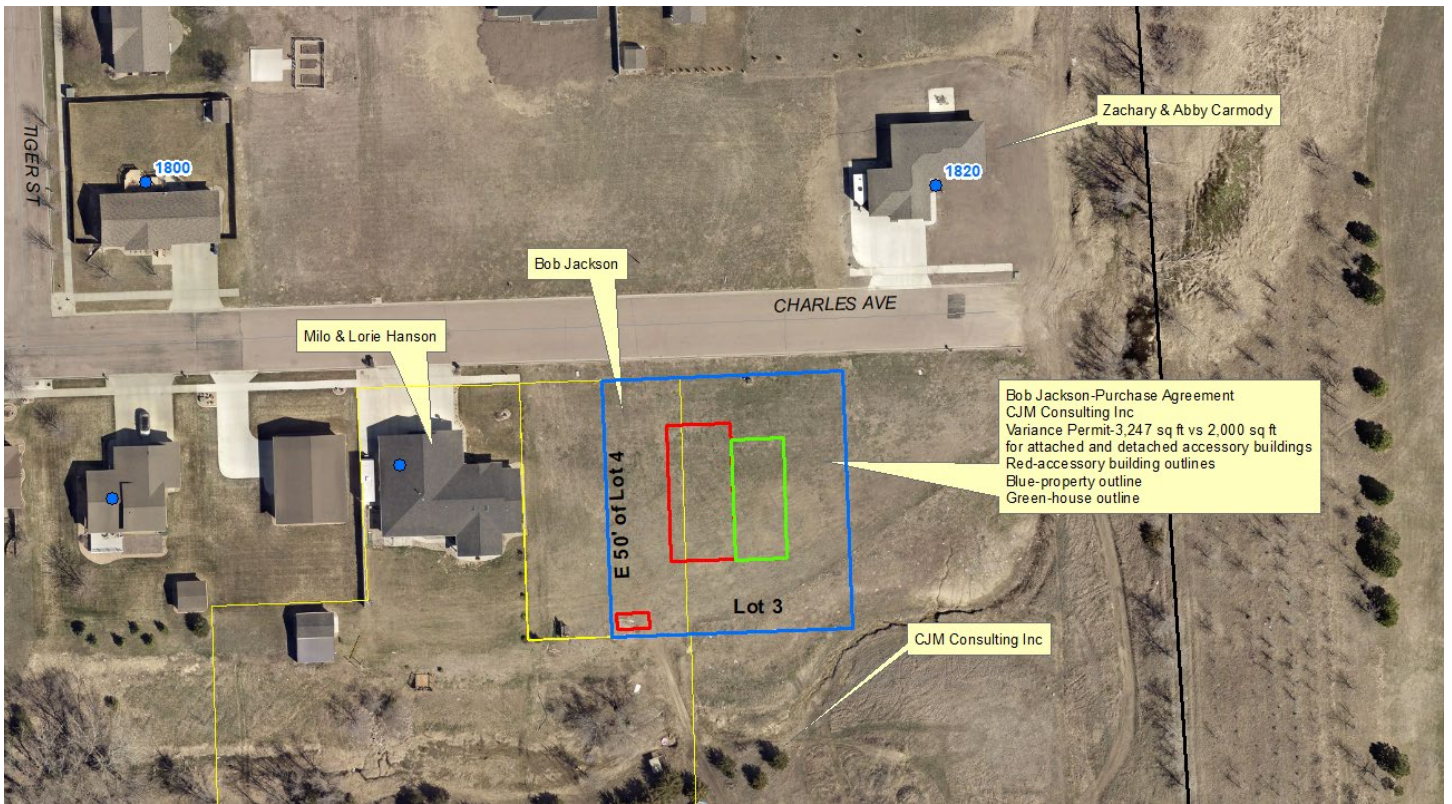
Property Address: 1800 Block of Charles Ave

Dated this 19th **of** December, 2024.

Bob Jackson
APPLICANT

A handwritten signature in black ink that reads "Bob Jackson" in a cursive script.

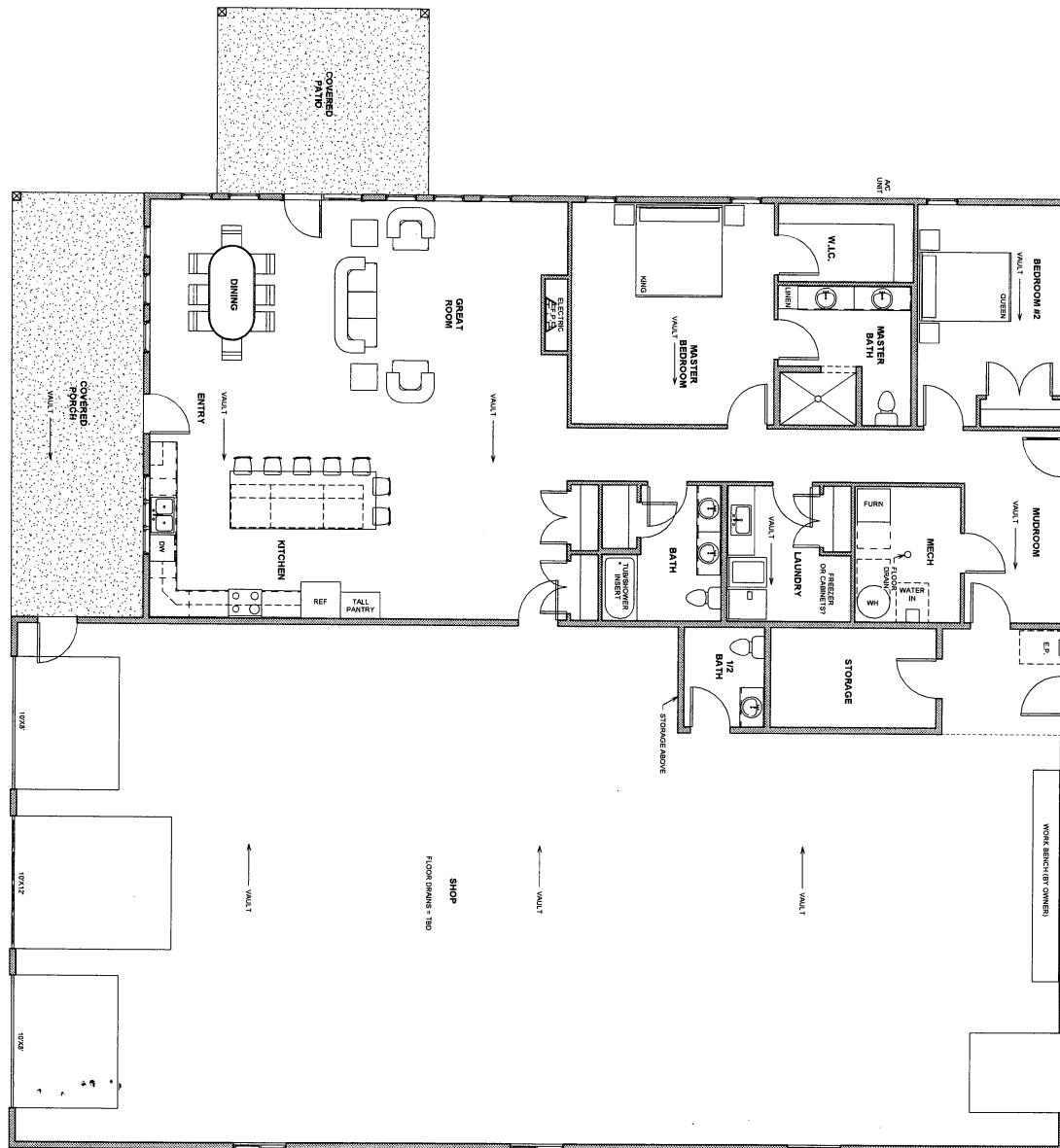
Bob Jackson/CJM Consulting Inc-Purchase agreement for Lot 3
OWNER



House - 2393 sq ft

Garage - 3047 sq ft

Back Shed - 200 sq ft



NOTES:
1. SLAB ON GRADE
2. MECH. ROOMS AND BATHS IN ATTIC
FROM SHOP LOT 7

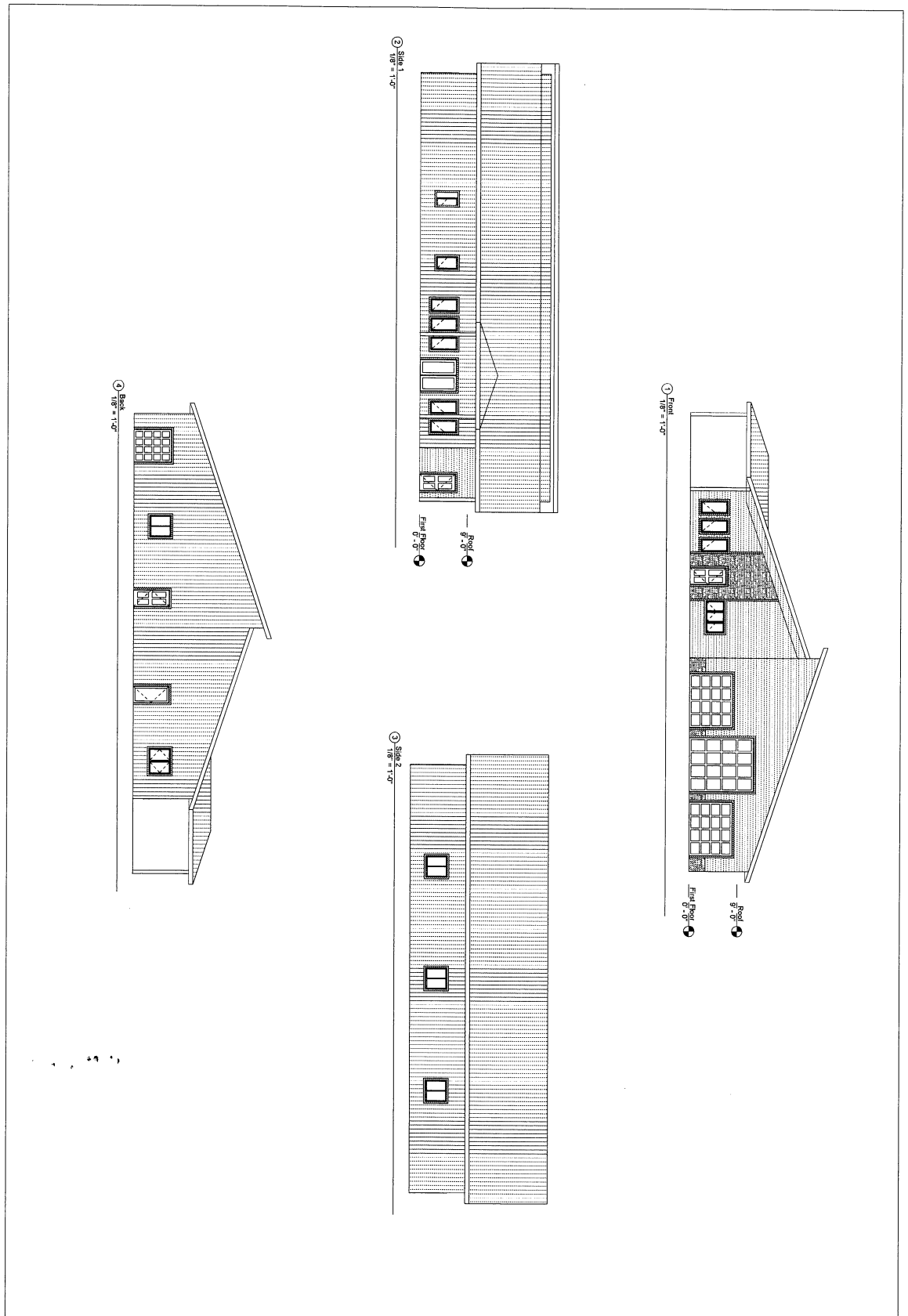
Square Footage for House:	2393
Perimeter for House:	-
Square Footage for Garage:	3047
Perimeter for Garage:	-
A1	
Scale:	1/4" = 1'-0"



PO Box 167 117 West Ash Street
Elhan, SD 57334
Office: (605) 227-4224
Fax: (605) 227-4225
www.ethanconstruction.com

Bob & Janet Jackson

Date Revised: July 11, 2024
Sheet Name: First Floor Plan
Wall Height: 9'
Truss Depth: -
Drawn By: Ashley Gunnare



Square Footage for House: 2393 Perimeter for House: - Square Footage for Garage: 3047 Perimeter for Garage: - A3 Scale: 1/8" = 1'-0"	 PG Box 167 117 West Ash Street Elhan, SD 57334 Office (605) 227-4224 Fax (605) 227-4225 www.ethancooplumber.com	Bob & Janet Jackson Date Revised: July 11, 2024 Sheet Name: Elevations Wall Height: 9' Truss Depth: - Drawn By: Ashley Gunnare
--	--	--

CITY OF MITCHELL 2025 OFFICIAL DEPOSITORIES

The following official depositories of the City of Mitchell qualify for deposit or investment of municipal funds under SDCL 9-22-6, 9-22-6.1, and 9-22-6.2 and meet collateralization requirements of SDCL 4-6A-3 as required by law.

BankWest
1200 East Spruce Street
1920 North Sanborn Blvd
Mitchell, SD 57301
995-5059

CorTrust
100 East Havens
719 North Main
Mitchell, SD 57301
996-5910

First Dakota
1712 N Main Street
500 East Norway Avenue
Mitchell, SD 57301-0215
996-3364

First National Bank SD
210 North Lawler
Mitchell, SD 57301
996-7755

Farmers State Bank
115 East Havens Avenue
Mitchell, SD 57301
996-1000

First Interstate Bank
714 South Burr
Mitchell, SD 57301
996-8100

Plains Commerce
900 South Burr Street
Mitchell, SD 57301
996-1102

Wells Fargo
403 North Lawler
Mitchell, SD 57301
995-3500

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

December 19, 2024

Joe Schroeder, Public Works Director / City Engineer
City of Mitchell
612 N. Main Street
Mitchell, SD 57301



Re: City of Mitchell, SD – 2nd / 4th & Main Streetscape Improvements Project
Project# 2023-10

Subject: Engineer's Recommendation of Award

Dear Mr. Schroeder,

McLaury Engineering, Inc. recommends awarding the City of Mitchell's 2nd / 4th & Main Streetscape Improvements project to Schoenfelder Construction Inc. of Mitchell, SD based on their bid. The said contractor was the low responsive and responsible bidder at the December 18, 2024 bid opening.

McLaury Engineering, Inc. has determined that the requirements of the Instruction to Bidders were met and that no informalities have been found. The said Contractor's unit prices for each item have been reviewed and tabulated. One error was found in the unit price on Hulstein Excavating, Inc. bid which resulted in no change to the total bid amount. This error caused no impacts to the bid results and has been resolved in accordance with the contract documents.

The results of the Bid Tabulation are as follows:

Engineer's Estimate	Schoenfelder Construction	Hulstein Excavating, Inc.	Big Al's Contracting, Inc.	Underground Connections, LLC
\$ 1,192,939.40	\$ 936,218.29	\$ 1,236,824.35	\$ 1,469,319.05	\$ 1,998,006.90

Low Bidder – Schoenfelder Construction Inc. - \$936,218.29

Based on the statements and bid results above, as well as review of Contractor's previous experience, McLaury Engineering, Inc. therefore recommends awarding the contract of said project to Schoenfelder Construction Inc..

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan J Murtha', written over a light blue horizontal line.

Ryan J Murtha, PE
Project Engineer
McLaury Engineering, Inc.

BID TABULATION
City of Mitchell - 2nd / 4th & Main Streetscape Improvements
Bid Opening: December 18, 2024

BASE BID				Engineer's Estimate		Schoenfelder Construction		Hulstein Excavating, Inc.		Big Al's Contracting, Inc.		Underground Connections, LLC	
BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
General													
1	Mobilization	1	Lump Sum	\$ 199,000.00	\$ 199,000.00	\$ 39,130.00	\$ 39,130.00	\$ 227,000.00	\$ 227,000.00	\$ 480,311.00	\$ 480,311.00	\$ 561,000.00	\$ 561,000.00
2	Remove Concrete Curb and/or Gutter	581	Ft	\$ 12.00	\$ 6,972.00	\$ 10.00	\$ 5,810.00	\$ 6.20	\$ 3,602.20	\$ 10.50	\$ 6,100.50	\$ 7.00	\$ 4,067.00
3	Remove Concrete Pavement	67	SqYd	\$ 18.00	\$ 1,206.00	\$ 10.00	\$ 670.00	\$ 12.50	\$ 837.50	\$ 15.75	\$ 1,055.25	\$ 16.50	\$ 1,105.50
4	Remove Asphalt Concrete Pavement	2245	SqYd	\$ 10.00	\$ 22,450.00	\$ 7.00	\$ 15,715.00	\$ 5.65	\$ 12,684.25	\$ 6.30	\$ 14,143.50	\$ 5.25	\$ 11,786.25
5	Remove Concrete Sidewalk	814	SqYd	\$ 10.00	\$ 8,140.00	\$ 7.00	\$ 5,698.00	\$ 29.50	\$ 24,013.00	\$ 8.40	\$ 6,837.60	\$ 9.00	\$ 7,326.00
6	Remove Silt Fence	461	Ft	\$ 6.00	\$ 2,766.00	\$ 2.00	\$ 922.00	\$ 0.50	\$ 230.50	\$ 5.25	\$ 2,420.25	\$ 3.00	\$ 1,383.00
7	Abandon Stairwell	1	Lump Sum	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,975.00	\$ 3,975.00	\$ 8,925.00	\$ 8,925.00	\$ 6,500.00	\$ 6,500.00
8	Unclassified Excavation	542	CuYd	\$ 24.00	\$ 13,008.00	\$ 20.00	\$ 10,840.00	\$ 24.35	\$ 13,197.70	\$ 19.43	\$ 10,531.06	\$ 25.00	\$ 13,550.00
9	Unclassified Excavation, Digouts	100	CuYd	\$ 24.00	\$ 2,400.00	\$ 20.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 8.93	\$ 893.00	\$ 28.75	\$ 2,875.00
10	Geotextile Fabric for Subgrade Stabilization	2271	SqYd	\$ 7.00	\$ 15,897.00	\$ 10.00	\$ 22,710.00	\$ 4.10	\$ 9,311.10	\$ 5.25	\$ 11,922.75	\$ 3.70	\$ 8,402.70
11	Base Course, City Furnished	1441	Ton	\$ 14.00	\$ 20,174.00	\$ 12.00	\$ 17,292.00	\$ 25.25	\$ 36,385.25	\$ 9.98	\$ 14,381.18	\$ 17.25	\$ 24,857.25
12	Asphalt Concrete Composite	456	Ton	\$ 145.00	\$ 66,120.00	\$ 140.00	\$ 63,840.00	\$ 132.00	\$ 60,192.00	\$ 136.50	\$ 62,244.00	\$ 145.00	\$ 66,120.00
13	6" PCC Fillet Section	100	SqYd	\$ 160.00	\$ 16,000.00	\$ 121.00	\$ 12,100.00	\$ 103.50	\$ 10,350.00	\$ 103.85	\$ 10,385.00	\$ 121.00	\$ 12,100.00
14	Temporary Sidewalk	840	SqFt	\$ 8.00	\$ 6,720.00	\$ 6.60	\$ 5,544.00	\$ 12.00	\$ 10,080.00	\$ 9.50	\$ 7,980.00	\$ 7.00	\$ 5,880.00
15	6" Type B Concrete Curb and Gutter	552	Ft	\$ 30.00	\$ 16,560.00	\$ 28.60	\$ 15,787.20	\$ 47.99	\$ 26,490.48	\$ 47.65	\$ 26,302.80	\$ 28.60	\$ 15,787.20
16	4" Concrete Sidewalk	6833	SqFt	\$ 8.50	\$ 58,080.50	\$ 7.48	\$ 51,110.84	\$ 8.50	\$ 58,080.50	\$ 6.90	\$ 47,147.70	\$ 7.50	\$ 51,247.50
17	8" Concrete Sidewalk	235	SqFt	\$ 9.50	\$ 2,232.50	\$ 10.12	\$ 2,378.20	\$ 10.50	\$ 2,467.50	\$ 9.85	\$ 2,314.75	\$ 10.10	\$ 2,373.50
18	Type 1 Detectable Warnings	192	SqFt	\$ 65.00	\$ 12,480.00	\$ 70.00	\$ 13,440.00	\$ 55.00	\$ 10,560.00	\$ 94.35	\$ 18,115.20	\$ 71.50	\$ 13,728.00
19	Type C Retaining Wall	22	SqFt	\$ 75.00	\$ 1,650.00	\$ 104.00	\$ 2,288.00	\$ 212.00	\$ 4,664.00	\$ 150.00	\$ 3,300.00	\$ 104.50	\$ 2,299.00
20	Pipe Handrail	3.5	Ft	\$ 500.00	\$ 1,750.00	\$ 100.00	\$ 350.00	\$ 270.00	\$ 945.00	\$ 290.00	\$ 1,015.00	\$ 400.00	\$ 1,400.00
21	Decorative Pipe Railing	40	Ft	\$ 370.00	\$ 14,800.00	\$ 455.00	\$ 18,200.00	\$ 350.00	\$ 14,000.00	\$ 435.00	\$ 17,400.00	\$ 450.00	\$ 18,000.00
22	Class M6 Concrete	1.1	CuYd	\$ 425.00	\$ 467.50	\$ 990.00	\$ 1,089.00	\$ 1,120.00	\$ 1,232.00	\$ 5,365.00	\$ 5,901.50	\$ 1,000.00	\$ 1,100.00
23	Epoxy Coated Reinforcing Steel	85	Lb	\$ 5.60	\$ 476.00	\$ 5.50	\$ 467.50	\$ 2.50	\$ 212.50	\$ 4.25	\$ 361.25	\$ 5.50	\$ 467.50
24	High Flow Silt Fence	461	Ft	\$ 7.50	\$ 3,457.50	\$ 6.00	\$ 2,766.00	\$ 2.80	\$ 1,290.80	\$ 5.25	\$ 2,420.25	\$ 4.00	\$ 1,844.00
25	Sediment Control at Inlet with Frame and Grate	12	Each	\$ 150.00	\$ 1,800.00	\$ 150.00	\$ 1,800.00	\$ 107.00	\$ 1,284.00	\$ 126.00	\$ 1,512.00	\$ 88.00	\$ 1,056.00
26	Sweeping	30	Hour	\$ 100.00	\$ 3,000.00	\$ 60.00	\$ 1,800.00	\$ 125.00	\$ 3,750.00	\$ 125.00	\$ 3,750.00	\$ 250.00	\$ 7,500.00
27	Traffic Control Signs	488	SqFt	\$ 6.00	\$ 2,928.00	\$ 4.40	\$ 2,147.20	\$ 4.10	\$ 2,000.80	\$ 4.20	\$ 2,049.60	\$ 4.50	\$ 2,196.00
28	Traffic Control, Miscellaneous	1	Lump Sum	\$ 8,000.00	\$ 8,000.00	\$ 11,440.00	\$ 11,440.00	\$ 11,000.00	\$ 11,000.00	\$ 10,920.00	\$ 10,920.00	\$ 11,000.00	\$ 11,000.00
29	Type 3 Barricade	40	Each	\$ 150.00	\$ 6,000.00	\$ 165.00	\$ 6,600.00	\$ 155.00	\$ 6,200.00	\$ 157.50	\$ 6,300.00	\$ 165.00	\$ 6,600.00
30	Longitudinal Pedestrian Barricade	128	Ft	\$ 14.50	\$ 1,856.00	\$ 22.00	\$ 2,816.00	\$ 20.50	\$ 2,624.00	\$ 21.00	\$ 2,688.00	\$ 22.00	\$ 2,816.00
Storm Sewer													
31	Remove Drop Inlet	8	Each	\$ 715.00	\$ 5,720.00	\$ 600.00	\$ 4,800.00	\$ 550.00	\$ 4,400.00	\$ 1,050.00	\$ 8,400.00	\$ 500.00	\$ 4,000.00
32	Modify Existing Junction Box	2	Each	\$ 3,000.00	\$ 6,000.00	\$ 1,750.00	\$ 3,500.00	\$ 3,150.00	\$ 6,300.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00
33	18" RCP Class 2, Furnish	408	Ft	\$ 48.00	\$ 19,584.00	\$ 31.10	\$ 12,688.80	\$ 31.80	\$ 12,974.40	\$ 35.70	\$ 14,565.60	\$ 38.00	\$ 15,504.00
34	18" RCP, Install	408	Ft	\$ 55.00	\$ 22,440.00	\$ 40.00	\$ 16,320.00	\$ 55.70	\$ 22,725.60	\$ 46.20	\$ 18,849.60	\$ 40.00	\$ 16,320.00
35	4" PVC Storm Sewer	55	Ft	\$ 60.00	\$ 3,300.00	\$ 22.00	\$ 1,210.00	\$ 37.65	\$ 2,070.75	\$ 53.55	\$ 2,945.25	\$ 35.00	\$ 1,925.00
36	4" Pipe Bend	2	Each	\$ 400.00	\$ 800.00	\$ 89.00	\$ 178.00	\$ 276.00	\$ 552.00	\$ 171.15	\$ 342.30	\$ 50.00	\$ 100.00
37	4" Slotted Corrugated Polyethylene Pipe	47	Ft	\$ 50.00	\$ 2,350.00	\$ 18.50	\$ 869.50	\$ 25.60	\$ 1,203.20	\$ 46.20	\$ 2,171.40	\$ 50.00	\$ 2,350.00
38	4" Inline Check Valve	1	Each	\$ 800.00	\$ 800.00	\$ 1,025.00	\$ 1,025.00	\$ 1,730.00	\$ 1,730.00	\$ 1,390.20	\$ 1,390.20	\$ 1,500.00	\$ 1,500.00
39	6" PVC Storm Sewer	35	Ft	\$ 70.00	\$ 2,450.00	\$ 30.65	\$ 1,072.75	\$ 81.60	\$ 2,856.00	\$ 57.75	\$ 2,021.25	\$ 45.00	\$ 1,575.00
40	6" Pipe Bend	3	Ft	\$ 500.00	\$ 1,500.00	\$ 250.00	\$ 750.00	\$ 1,003.00	\$ 3,009.00	\$ 186.90	\$ 560.70	\$ 100.00	\$ 300.00
41	Connect to Existing Storm Sewer Pipe	6	Each	\$ 1,500.00	\$ 9,000.00	\$ 800.00	\$ 4,800.00	\$ 1,780.00	\$ 10,680.00	\$ 2,782.50	\$ 16,695.00	\$ 3,500.00	\$ 21,000.00
42	Connect to Existing Storm Sewer Structure	2	Each	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,608.97	\$ 3,217.94	\$ 4,357.50	\$ 8,715.00	\$ 3,500.00	\$ 7,000.00
43	2' x 3' Type B Drop Inlet	2	Each	\$ 3,500.00	\$ 7,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,540.00	\$ 7,080.00	\$ 4,000.00	\$ 8,000.00	\$ 3,500.00	\$ 7,000.00
44	2' x 5.71' Type B Drop Inlet	10	Each	\$ 9,000.00	\$ 90,000.00	\$ 7,150.00	\$ 71,500.00	\$ 5,165.00	\$ 51,650.00	\$ 5,450.00	\$ 54,500.00	\$ 6,000.00	\$ 60,000.00
45	Type B Frame and Grate Assembly	22	Each	\$ 1,200.00	\$ 26,400.00	\$ 1,100.00	\$ 24,200.00	\$ 825.61	\$ 18,163.42	\$ 775.00	\$ 17,050.00	\$ 750.00	\$ 16,500.00
46	5' x 5' Junction Box	3	Each	\$ 8,800.00	\$ 26,400.00	\$ 9,300.00	\$ 27,900.00	\$ 9,606.00	\$ 28,818.00	\$ 6,845.00	\$ 20,535.00	\$ 13,000.00	\$ 39,000.00
47	6' x 6' Junction Box	1	Each	\$ 9,500.00	\$ 9,500.00	\$ 9,600.00	\$ 9,600.00	\$ 11,900.00	\$ 11,900.00	\$ 8,235.00	\$ 8,235.00	\$ 15,000.00	\$ 15,000.00
48	Type A7 Manhole Frame and Grate	4	Each	\$ 1,100.00	\$ 4,400.00	\$ 2,575.00	\$ 10,300.00	\$ 876.00	\$ 3,504.00	\$ 675.00	\$ 2,700.00	\$ 500.00	\$ 2,000.00
49	2" Adjusting Ring	8	Each	\$ 120.00	\$ 960.00	\$ 125.00	\$ 1,000.00	\$ 192.00	\$ 1,536.00	\$ 65.00	\$ 520.00	\$ 75.00	\$ 600.00
50	2" Inlet Adjusting Ring	44	Each	\$ 150.00	\$ 6,600.00	\$ 215.00	\$ 9,460.00	\$ 85.00	\$ 3,740.00	\$ 95.00	\$ 4,180.00	\$ 100.00	\$ 4,400.00

BASE BID				Engineer's Estimate		Schoenfelder Construction		Hulstein Excavating, Inc.		Big Al's Contracting, Inc.		Underground Connections, LLC	
BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
Water Main													
51	Remove Gate Valve	8	Each	\$ 400.00	\$ 3,200.00	\$ 150.00	\$ 1,200.00	\$ 620.00	\$ 4,960.00	\$ 367.50	\$ 2,940.00	\$ 250.00	\$ 2,000.00
52	Remove Fire Hydrant	2	Each	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 620.00	\$ 1,240.00	\$ 1,575.00	\$ 3,150.00	\$ 500.00	\$ 1,000.00
52A	1" Water Service Piping	15	Ft	\$ 50.00	\$ 750.00	\$ 20.00	\$ 300.00	\$ 79.00	\$ 1,185.00	\$ 98.70	\$ 1,480.50	\$ 75.00	\$ 1,125.00
52B	1" Water Service Tap	2	Each	\$ 775.00	\$ 1,550.00	\$ 950.00	\$ 1,900.00	\$ 1,260.00	\$ 2,520.00	\$ 654.15	\$ 1,308.30	\$ 1,250.00	\$ 2,500.00
52C	1" Water Service Curb Stop	2	Each	\$ 850.00	\$ 1,700.00	\$ 1,075.00	\$ 2,150.00	\$ 1,370.00	\$ 2,740.00	\$ 763.35	\$ 1,526.70	\$ 1,250.00	\$ 2,500.00
52D	Meter Pit	2	Each	\$ 3,200.00	\$ 6,400.00	\$ 3,775.00	\$ 7,550.00	\$ 1,670.00	\$ 3,340.00	\$ 4,033.05	\$ 8,066.10	\$ 5,000.00	\$ 10,000.00
53	2" Water Service Piping	21	Ft	\$ 75.00	\$ 1,575.00	\$ 31.50	\$ 661.50	\$ 250.00	\$ 5,250.00	\$ 142.80	\$ 2,998.80	\$ 50.00	\$ 1,050.00
54	2" Water Service Tap	4	Each	\$ 1,200.00	\$ 4,800.00	\$ 1,225.00	\$ 4,900.00	\$ 1,575.00	\$ 6,300.00	\$ 1,260.00	\$ 5,040.00	\$ 1,500.00	\$ 6,000.00
55	2" Water Service Curb Stop	4	Each	\$ 1,200.00	\$ 4,800.00	\$ 1,600.00	\$ 6,400.00	\$ 1,712.00	\$ 6,848.00	\$ 1,414.35	\$ 5,657.40	\$ 1,500.00	\$ 6,000.00
56	Cut and Tie to Existing 6" Water Main	12	Each	\$ 1,900.00	\$ 22,800.00	\$ 1,375.00	\$ 16,500.00	\$ 1,294.00	\$ 15,528.00	\$ 3,307.50	\$ 39,690.00	\$ 2,500.00	\$ 30,000.00
57	6" PVC Water Main	459	Ft	\$ 85.00	\$ 39,015.00	\$ 49.50	\$ 22,720.50	\$ 115.00	\$ 52,785.00	\$ 60.90	\$ 27,953.10	\$ 55.00	\$ 25,245.00
58	6"x6" MJ Pipe Cross	4	Each	\$ 1,800.00	\$ 7,200.00	\$ 1,800.00	\$ 7,200.00	\$ 1,641.00	\$ 6,564.00	\$ 1,231.65	\$ 4,926.60	\$ 1,250.00	\$ 5,000.00
59	6"x6" MJ Pipe Tee	2	Each	\$ 1,350.00	\$ 2,700.00	\$ 1,500.00	\$ 3,000.00	\$ 1,452.00	\$ 2,904.00	\$ 941.85	\$ 1,883.70	\$ 1,000.00	\$ 2,000.00
60	6" MJ Pipe Bend	8	Each	\$ 900.00	\$ 7,200.00	\$ 900.00	\$ 7,200.00	\$ 1,588.00	\$ 12,704.00	\$ 603.75	\$ 4,830.00	\$ 750.00	\$ 6,000.00
61	6" Gate Valve with Box	16	Each	\$ 3,500.00	\$ 56,000.00	\$ 3,500.00	\$ 56,000.00	\$ 2,516.00	\$ 40,256.00	\$ 2,374.05	\$ 37,984.80	\$ 2,400.00	\$ 38,400.00
62	Valve Box Adjustment	16	Each	\$ 400.00	\$ 6,400.00	\$ 200.00	\$ 3,200.00	\$ 224.00	\$ 3,584.00	\$ 300.00	\$ 4,800.00	\$ 750.00	\$ 12,000.00
63	Standard Fire Hydrant	2	Each	\$ 4,500.00	\$ 9,000.00	\$ 8,770.00	\$ 17,540.00	\$ 5,576.00	\$ 11,152.00	\$ 6,503.70	\$ 13,007.40	\$ 5,500.00	\$ 11,000.00
64	Water Trench Stabilization Material	100	Ton	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 50.00	\$ 5,000.00	\$ 31.50	\$ 3,150.00	\$ 35.00	\$ 3,500.00
Sanitary Sewer													
65	Remove Sanitary Sewer Manhole	2	Each	\$ 850.00	\$ 1,700.00	\$ 750.00	\$ 1,500.00	\$ 620.00	\$ 1,240.00	\$ 1,050.00	\$ 2,100.00	\$ 500.00	\$ 1,000.00
66	4" PVC Sanitary Sewer Pipe	163	Ft	\$ 50.00	\$ 8,150.00	\$ 36.00	\$ 5,868.00	\$ 66.50	\$ 10,839.50	\$ 64.05	\$ 10,440.15	\$ 45.00	\$ 7,335.00
67	6" PVC Sanitary Sewer Pipe	128	Ft	\$ 55.00	\$ 7,040.00	\$ 42.75	\$ 5,472.00	\$ 70.50	\$ 9,024.00	\$ 77.70	\$ 9,945.60	\$ 55.00	\$ 7,040.00
68	12" PVC Sanitary Sewer Pipe	49	Ft	\$ 140.00	\$ 6,860.00	\$ 64.00	\$ 3,136.00	\$ 97.00	\$ 4,753.00	\$ 120.75	\$ 5,916.75	\$ 95.00	\$ 4,655.00
69	18" PVC Sanitary Sewer Pipe	157	Ft	\$ 185.00	\$ 29,045.00	\$ 137.00	\$ 21,509.00	\$ 96.00	\$ 15,072.00	\$ 151.20	\$ 23,738.40	\$ 105.00	\$ 16,485.00
70	Sanitary Sewer Video Inspection	206	Ft	\$ 5.50	\$ 1,133.00	\$ 10.00	\$ 2,060.00	\$ 4.00	\$ 824.00	\$ 28.88	\$ 5,949.28	\$ 6.00	\$ 1,236.00
71	18"x4" Sewer Wye/Tap	4	Each	\$ 1,800.00	\$ 7,200.00	\$ 2,175.00	\$ 8,700.00	\$ 2,090.00	\$ 8,360.00	\$ 2,605.05	\$ 10,420.20	\$ 1,500.00	\$ 6,000.00
72	18"x6" Sewer Wye/Tap	2	Each	\$ 1,800.00	\$ 3,600.00	\$ 2,200.00	\$ 4,400.00	\$ 2,111.00	\$ 4,222.00	\$ 2,628.15	\$ 5,256.30	\$ 1,500.00	\$ 3,000.00
73	Reconnect Sewer Service	6	Each	\$ 1,200.00	\$ 7,200.00	\$ 275.00	\$ 1,650.00	\$ 2,136.00	\$ 12,816.00	\$ 3,009.30	\$ 18,055.80	\$ 1,000.00	\$ 6,000.00
74	Connect to Existing 12" Sanitary Sewer Main	1	Each	\$ 1,800.00	\$ 1,800.00	\$ 1,140.00	\$ 1,140.00	\$ 1,387.00	\$ 1,387.00	\$ 3,394.65	\$ 3,394.65	\$ 750.00	\$ 750.00
75	Connect to Existing 18" Sanitary Sewer Main	3	Each	\$ 3,200.00	\$ 9,600.00	\$ 2,660.00	\$ 7,980.00	\$ 1,832.00	\$ 5,496.00	\$ 4,773.30	\$ 14,319.90	\$ 750.00	\$ 2,250.00
76	Sanitary Sewer Temporary Bypass	1	Lump Sum	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 32,000.00	\$ 32,000.00	\$ 31,500.00	\$ 31,500.00	\$ 5,000.00	\$ 5,000.00
77	48" Manhole	2	Each	\$ 8,000.00	\$ 16,000.00	\$ 4,700.00	\$ 9,400.00	\$ 5,150.00	\$ 10,300.00	\$ 7,483.35	\$ 14,966.70	\$ 6,500.00	\$ 13,000.00
78	48" Manhole Additional Depth	2.5	VF	\$ 700.00	\$ 1,750.00	\$ 1,000.00	\$ 2,500.00	\$ 290.00	\$ 725.00	\$ 244.65	\$ 611.63	\$ 750.00	\$ 1,875.00
79	Sewer Trench Stabilization Material	100	Ton	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 25.50	\$ 2,550.00	\$ 42.00	\$ 4,200.00	\$ 35.00	\$ 3,500.00

BASE BID				Engineer's Estimate		Schoenfelder Construction		Hulstein Excavating, Inc.		Big Al's Contracting, Inc.		Underground Connections, LLC	
BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
Landscaping													
80	#1 Container Perennial, Furnish and Plant	206	Each	\$ 55.00	\$ 11,330.00	\$ 44.00	\$ 9,064.00	\$ 15.26	\$ 3,143.56	\$ 26.25	\$ 5,407.50	\$ 33.00	\$ 6,798.00
81	#1 Container Ornamental Grass, Furnish and Plant	113	Each	\$ 50.00	\$ 5,650.00	\$ 44.00	\$ 4,972.00	\$ 14.25	\$ 1,610.25	\$ 31.50	\$ 3,559.50	\$ 33.00	\$ 3,729.00
82	2.5" Caliper Deciduous Tree, Furnish and Plant	8	Each	\$ 1,200.00	\$ 9,600.00	\$ 1,150.00	\$ 9,200.00	\$ 739.00	\$ 5,912.00	\$ 840.00	\$ 6,720.00	\$ 990.00	\$ 7,920.00
83	Contractor Furnished Topsoil	233	CuYd	\$ 30.00	\$ 6,990.00	\$ 20.00	\$ 4,660.00	\$ 57.85	\$ 13,479.05	\$ 45.00	\$ 10,485.00	\$ 85.00	\$ 19,805.00
84	Weed Barrier Fabric	270	SqYd	\$ 9.00	\$ 2,430.00	\$ 6.60	\$ 1,782.00	\$ 4.10	\$ 1,107.00	\$ 3.15	\$ 850.50	\$ 3.30	\$ 891.00
85	4" Depth Shredded Bark Mulch	270	SqYd	\$ 22.00	\$ 5,940.00	\$ 17.60	\$ 4,752.00	\$ 8.15	\$ 2,200.50	\$ 10.50	\$ 2,835.00	\$ 3.30	\$ 891.00
86	Concrete Planter Curb	366	Ft	\$ 24.00	\$ 8,784.00	\$ 22.00	\$ 8,052.00	\$ 76.00	\$ 27,816.00	\$ 48.50	\$ 17,751.00	\$ 22.00	\$ 8,052.00
87	Sprinkler System	1	Lump Sum	\$ 20,100.00	\$ 20,100.00	\$ 21,450.00	\$ 21,450.00	\$ 12,200.00	\$ 12,200.00	\$ 17,325.00	\$ 17,325.00	\$ 18,500.00	\$ 18,500.00
Electrical											\$ -		
88	2" Schedule 80 PVC Conduit	160	Ft	\$ 25.00	\$ 4,000.00	\$ 24.31	\$ 3,889.60	\$ 22.50	\$ 3,600.00	\$ 23.21	\$ 3,713.60	\$ 24.35	\$ 3,896.00
89	11" x 18" x 18" In-Ground J-Box	8	Each	\$ 1,500.00	\$ 12,000.00	\$ 2,948.00	\$ 23,584.00	\$ 2,725.00	\$ 21,800.00	\$ 2,814.00	\$ 22,512.00	\$ 2,950.00	\$ 23,600.00
90	#4 CU THWN Wire	400	Ft	\$ 3.25	\$ 1,300.00	\$ 3.25	\$ 1,300.00	\$ 3.00	\$ 1,200.00	\$ 3.10	\$ 1,240.00	\$ 1,300.00	\$ 520,000.00
91	#6 CU THWN Wire	480	Ft	\$ 2.75	\$ 1,320.00	\$ 2.70	\$ 1,296.00	\$ 2.50	\$ 1,200.00	\$ 2.57	\$ 1,233.60	\$ 2.70	\$ 1,296.00
92	#12 CU THWN Wire	1120	Ft	\$ 1.75	\$ 1,960.00	\$ 1.60	\$ 1,792.00	\$ 1.50	\$ 1,680.00	\$ 1.52	\$ 1,702.40	\$ 1.60	\$ 1,792.00
Structual													
93	Excavation, Fill and Recompaction	110	CuYd	\$ 30.00	\$ 3,300.00	\$ 30.00	\$ 3,300.00	\$ 29.00	\$ 3,190.00	\$ 89.25	\$ 9,817.50	\$ 95.00	\$ 10,450.00
94	Structural Concrete	20	CuYd	\$ 425.00	\$ 8,500.00	\$ 900.00	\$ 18,000.00	\$ 2,982.00	\$ 59,640.00	\$ 1,200.00	\$ 24,000.00	\$ 900.00	\$ 18,000.00
95	Epoxy Coated Reinforcing Steel	1654	Lbs	\$ 5.60	\$ 9,262.40	\$ 3.30	\$ 5,458.20	\$ 3.15	\$ 5,210.10	\$ 3.25	\$ 5,375.50	\$ 3.50	\$ 5,789.00
96	Compacted Granular Backfill	9	CuYd	\$ 60.00	\$ 540.00	\$ 35.00	\$ 315.00	\$ 115.00	\$ 1,035.00	\$ 47.25	\$ 425.25	\$ 132.00	\$ 1,188.00
97	Rigid Insulation and Placement	85	SqFt	\$ 4.00	\$ 340.00	\$ 3.30	\$ 280.50	\$ 5.00	\$ 425.00	\$ 25.00	\$ 2,125.00	\$ 3.50	\$ 297.50
98	Aluminum Handrail	24.1	Lbs	\$ 150.00	\$ 3,615.00	\$ 40.00	\$ 964.00	\$ 170.00	\$ 4,097.00	\$ 275.00	\$ 6,627.50	\$ 300.00	\$ 7,230.00
99	Area Drain	1	Each	\$ 475.00	\$ 475.00	\$ 950.00	\$ 950.00	\$ 1,500.00	\$ 1,500.00	\$ 2,850.00	\$ 2,850.00	\$ 4,500.00	\$ 4,500.00
100	Cast Aluminum Stair Nosing	13	Each	\$ 80.00	\$ 1,040.00	\$ 115.00	\$ 1,495.00	\$ 80.00	\$ 1,040.00	\$ 350.00	\$ 4,550.00	\$ 115.00	\$ 1,495.00
				TOTAL:	\$1,192,939.40		\$ 936,218.29		\$ 1,236,824.35		\$ 1,469,319.05		\$ 1,998,006.90

- Indicates tabulated value corrected from submitted bid value

Bid Opening: December 18, 2024
City of Mitchell - 2nd / 4th & Main Streetscape Improvements

	Engineer's Estimate	Schoenfelder Construction	Hulstein Excavating, Inc.	Big Al's Contracting, Inc.	Underground Connections, LLC
BASE BID	\$1,192,939.40	\$ 936,218.29	\$ 1,236,824.35	\$ 1,469,319.05	\$ 1,998,006.90

I hereby certify the foregoing is an accurate representation and the tabulation of all bids received and the mathematics have been checked and is to the best of my knowledge correct.



 - Indicates tabulated value corrected from submitted bid value

Ryan J. Murtha, PE, Project Manager
McLaury Engineering, Inc.

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:	January 6, 2025	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 Removing the \$10 Spring Cleanup Collection Fee		
Explanation/Background of Agenda Item Requested:	The Street and Sanitation Division of Public Works offers annual "Spring Cleanup" for residents during the third full week of April. Residents are encouraged to participate and utilize this service to get rid of additional garbage and refuse items. A \$10 fee was added in 2019 for curb side Spring Cleanup collection. City pickup was also reduced to customers who only have City garbage service. On April 5, 2021, the service was expanded to all residents, not just City of Mitchell garbage customers. The \$10 fee was still charged. The landfill has always been open to the residents of the City for free dumping during Spring Cleanup week. It has been requested to remove the \$10 fee for Spring Cleanup. The fee resolution would be updated to reflect the update if approved.		

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:	January 6, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	Funding could be budgeted in 2026, or could be included as a supplemental budget request in 2025 if funds are available from the 2024 unspent budget.		
Agenda Item:	Action to Approve Additional Tree Removal for Highway 37 Project by Runge Enterprises		
Explanation/Background of Agenda Item Requested:	Staff was requested to obtain a cost to remove additional trees adjacent to the South Dakota Department of Transportations Highway 37 project. The State's project has already removed trees adjacent to Highway 37 north of the lake spillway. The attached map shows the approximate location where the additional tree removal would be completed. The provided quote is as follows:
\$6,000 - Remove trees and pile for City crews to haul away and dispose.
\$10,000 - Remove and dispose of trees.		

DAVISON COUNTY WEB VIEWER



12/16/2024, 11:33:13 AM

- ADDRESS POINT

ROADS

PARCEL

SECTION

TOWNSHIP

MITCHELL CITY LIMITS
- 1:4,514

00.030.060.11

00.040.090.17

mi

km
- ArcGIS Web AppBuilder

This map is intended for general planning purposes only. District III and Davison County makes no claims, representations, and warranties regarding the accuracy or reliability of the information displayed on this map.

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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:	January 6, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	604-43200-43300 - Plant Improvements Wastewater Treatment - \$1,170,213		
Agenda Item:	Action to Approve Amendment #2 to Agreement #A2021-11, Waste Water Plant Improvement Project #2021-31 with HDR Engineering		
Explanation/Background of Agenda Item Requested:	The attached amendment with HDR Engineering is for construction professional services for the North Wastewater Treatment Plant Improvement project. Services include continued project management beyond what was originally budgeted. The Contractor is currently in liquidated damages for the project. The contract is amended as follows: Original Contract - \$1,114,680 Amendment No. 1 - \$636,470 Current Contract - \$1,751,150 Amendment No. 2 - \$55,175 New Contract Amount - \$1,806,325 Staff recommends City Council approval for Amendment No. 2 to HDR Engineering as outlined above.		

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 2

Owner: **City of Mitchell, South Dakota**
Engineer: **HDR Engineering, Inc.**
Project: **Wastewater Treatment Plant Improvement Project**
Effective Date of Owner-Engineer Agreement: **January 27, 2021**

Nature of Amendment: (Check those that apply)

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Exhibit A, shall be amended to include the attached scope of work.

Agreement Summary: **Construction Phase Services**

Original agreement amount: \$1,114,680.00

Net change for prior amendments: \$ 636,470.00

This amendment amount: \$ 55,175.00

Adjusted Agreement amount: \$1,806,325.00

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **December 12, 2024**.

Owner
City of Mitchell, South Dakota
(typed or printed name of organization)

By: _____
(individual's signature)

Engineer
HDR Engineering, Inc.
(typed or printed name of organization)

By: Jason L. Kjenstad
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: 12-11-2024
(date signed)

Name: Jason Kjenstad
(typed or printed)

Title: Senior Vice President
(typed or printed)

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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City of Mitchell, South Dakota

Wastewater Treatment Plant Headworks & Equalization Improvements

Construction Administration Amendment #2

Background Information

PKG Contracting (PKG) did not complete the project on time. The Current contract has a Substantial Completion date of November 1, 2023. However, PKG did not reach Substantial Completion until April 2, 2024. In addition, the project has not reach Final Completion. HDR is requesting additional Construction Phase services due to the project not being completed on time.

TASK SERIES 100 – PROJECT MANAGEMENT

HDR is requesting additional Construction Phase services for Project Management due to the project not being completed on time.

Task 110 Management Plan / Initiation Meeting

~~Subtask 111 – Project Manual.~~

~~Subtask 112 – QA/QC, Project Reviews.~~

Subtask 113 – Project Management. Project management activities listed to be provided for the duration of construction activities:

- Provide project monitoring and reporting
- Provide resource management and allocation based on project schedules and activities
- Provide budget and invoice management
- Provide coordination with owner and subconsultants
- Conduct periodic team meetings for project coordination
- Quality Assurance and Quality Control:
 - Review all work activities and project deliverables for conformance with quality control requirements and project standards. Monitor project activities for potential changes, anticipate changes whenever possible, and with City's approval, modify project tasks and approach to keep the overall project within budget and on schedule.

Deliverable:

- Invoicing

Task 120 Geotech Coordination

Additional coordination was needed for GeoTek to complete a weld inspection. This task includes the preparation of the scope of services for the selection of Geotechnical services. A Geotechnical firm will be contacted to provide services as relevant for the work to be construction as a direct hire by the City.

Deliverable:

- Scope of Services for Geotechnical Service.

TASK SERIES 600 – CONSTRUCTION ADMINISTRATION

HDR is requesting additional Construction Phase services for Construction Administration due to the project not being completed on time.

Task 610 ~~Pre-Construction Conference~~

Task 620 Construction Administration

During construction, HDR design engineers will make monthly visits to the project to observe the progress and quality of work, to advise the City on work progress and quality and to make recommendations on acceptability of the work.

Review Contractor's Initial Construction schedule for major elements of the Project and for conformance to any specified schedule sequences and completion dates. Notify Contractor with acceptance or rejection noting observed deficiencies and requesting correction of them and resubmittal.

On a monthly basis, monitor construction progress relative to construction schedule and notify Contractor of observed schedule deficiencies.

HDR will conduct formal monthly construction meetings with the contractor and City. The meetings will discuss project issues, progress, submittal requirements and issues, and other necessary items for completion of the construction project. HDR will provide a meeting agenda and will complete meeting minutes for recording construction activities.

HDR will review and comment on up to 200 shop drawings, O&M manuals, equipment diagrams, material samples, test results and other data the contractor submits. HDR places special emphasis on this task to ensure that products are provided as specified or shown on the drawings. HDR will furnish the City with two sets of approved shop drawing records for their files. A shop drawing log will be maintained documenting the schedule and status of shop drawings.

HDR will respond to up to 100 Contractor requests for information (RFI's) and maintain a log and written documentation of responses.

HDR will review monthly progress payment requests, submit payment recommendations and prepare change orders. A log of change proposal requests and change orders will be maintained, and a copy provided to the City.

HDR will assist the Contractor in coordinating construction activities with operation of the existing plant to ensure that discharge requirements are met throughout the construction period and to ensure that the needs of the operating staff are met.

HDR will conduct interim inspections to verify contractor payment requests and to provide a deficiency list to the contractor for work completion.

Task 630 Construction Observation

Perform daily / weekly construction observation in accordance with the plans and specifications.

- Attend weekly construction meetings with City, Contractor and private utility companies.

- Observe, record, and report the Contractor's work progress to assess the work is in general conformance with the requirements of the Contract Documents and to guard against defects in materials and workmanship. Document activity observed making note of observed deficiencies and any issues requiring resolution.
- Resolve field problems, which may involve adjusting a design element of the project.
- Provide plan clarifications & revisions as required for a final construction product that meets the project's design intent.
- Maintain red-line field plans for tracking changes and to prepare and submit record/as-builts plans.
- Coordinate and review materials testing
- Project photo and video documentation

Task 640 ~~Construction Staking~~

Task 650 As-Recorded Drawings

HDR will coordinate the preparation of final record drawings, which conform, to construction records. HDR will furnish the Construction Contractor with a full-size copy of the project drawings for recording construction information. Progress payment processing will be predicated upon the status of the Contractor's record drawings. HDR will submit to the City the final approved product. HDR will provide the City with the record drawings on full size reproducible sheets as well as one set of record drawings in electronic format in PDF. These drawings will be based on construction records from the Contractor, resident project representative, and City.

Task 660 Startup and Training Assistance

The following are task items that will be completed as part of Startup Assistance:

- Project Management
 - Engineer shall provide project management activities over project startup duration including planning, organizing and monitoring project team activities, attending meetings, budget management, subconsultant management, and liaison with Owner.
- Startup Assistance
 - Engineer shall work with Owner and Contractor to assist in system startup. Provide facility overview training for Owner operations and maintenance staff.
 - Assist in process decisions associated with startup of facility equipment and systems by providing technical input from which the Contractor can make decisions for system startup, testing and demonstration.
 - Review Contractor's Startup Plan and provide comments.
 - Witness the following activities during functional testing.
 - Equipment performance testing
 - SCADA system functional testing
 - Assist the Owner staff in assuming operation of the facility following start-up by the Contractor.

- Monitor assembly and delivery of Operation and Maintenance Manuals from the Contractor as required by the contract documents.

Task 670 Construction Contract Close-Out

HDR will conduct a final inspection of the project jointly with representatives of the City and state agencies having jurisdiction and submit a written report recommending final settlement of the contract. HDR will provide a declaration of construction completion in accordance with SD DANR requirements.

HDR will provide the City with a list of construction deficiencies, inspection of the correction of these deficiencies, review final payment application make recommendation to the City for final payment and give written notice to the City and Contractor that work is acceptable and complete.

Deliverables:

- Pre-construction Conference meeting minutes.
- Submittal review comment letters responding to Contractors submittals.
- Construction meeting minutes.
- Field logs including daily reports.
- Responses to requests for information.
- Response to contract change proposals.
- Contract change orders.
- Deficiency punch lists.
- Final recommendation for payment and contract closeout.
- Record drawings.
- Hyperlinked document to O&M submittal pdfs. Submittals will be accessible during construction on HDR Newforma program.

City Involvement:

- Participate in pre-construction conference.
- Participate in construction meetings.
- Coordinate plant operations with HDR and general contractor.

Personnel Hours

The services fee of **\$55,175** as required for this project / contract.

- HDR would like to note that scope revisions and follow-up discussions may require a revision to the fee.

Estimated Fee with Amendment

Including this Amendment, the fee for services as outlined above is estimated at a not to exceed amount of \$1,806,325. The amendment of \$55,175 is added to the current contract value of \$1,751,150 for the construction services.



HDR Engineering 2025 Hourly Billing Rates

Billing Title	Billing Rate
Managing Principal	280
Project Manager 7	280
Project Manager 6	260
Project Manager 5	240
Project Manager 4	225
Project Manager 3	210
Project Manager 2	195
Project Manager 1	180
Engineer 11	280
Engineer 10	260
Engineer 9	240
Engineer 8	225
Engineer 7	210
Engineer 6	195
Engineer 5	180
Engineer 4	165
Engineer 3	150
Engineer 2	135
Engineer 1	125
System Integrator 4	225
System Integrator 3	195
System Integrator 2	175
System Integrator 1	155
CADD/GIS Technician 6	185
CADD/GIS Technician 5	165
CADD/GIS Technician 4	145
CADD/GIS Technician 3	125
CADD/GIS Technician 2	115
CADD/GIS Technician 1	105
Technician 5	170
Technician 4	150
Technician 3	135
Technician 2	115
Technician 1	105

Billing Title	Billing Rate
Right of Way 4	195
Right of Way 3	175
Right of Way 2	155
Right of Way 1	120
Right of Way Coordinator	105
Environmental/Hydrologist/Geologist 6	210
Environmental/Hydrologist/Geologist 5	195
Environmental/Hydrologist/Geologist 4	170
Environmental/Hydrologist/Geologist 3	150
Environmental/Hydrologist/Geologist 2	130
Environmental/Hydrologist/Geologist 1	110
Surveyor 5	190
Surveyor 4	170
Surveyor 3	150
Surveyor 2	130
Surveyor 1	110
Construction Manager 5	245
Construction Manager 4	235
Construction Manager 3	215
Construction Manager 2	205
Construction Manager 1	185
Strategic Comm/Graphic Designer 4	165
Strategic Comm/Graphic Designer 3	145
Strategic Comm/Graphic Designer 2	130
Strategic Comm/Graphic Designer 1	105
Project Controller	120
Project Accountant	110
Project Assistant	105
Admin Assistant	85



Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

REIMBURSABLE EXPENSES

Reimbursable Expense shall mean actual expenses incurred for travel, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	\$0.75 per mile
Personal Vehicle Mileage	IRS rate per mile
Printing (in-house)	
B&W 8.5x11	\$0.0857 each
Color 8.5x11	\$0.1801 each
B&W 11x17	\$0.1714 each
Color 11x17	\$0.3602 each
Plots Bond	\$0.55 per sq. ft.

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: January 6, 2025 **Requested By:** Joe Schroeder

Desired Action of City Council:

Amount Budgeted in current fiscal year for this item (if applicable): 101-42130-43343, \$616,660. If approved, the additional \$300,000 needed could be budgeted in 2026, or could be included as a supplemental budget request in 2025 if funds are available from the 2024 unspent budget.

Agenda Item: Action to Approve Amendment #1 to Agreement #A2022-18, 1st & Main Traffic Signals Project #2022-8R with HR Green

Explanation/Background of Agenda Item Requested: The City approved an agreement with HR Green for design services for the Main and 1st and 7th intersections on May 2, 2022. The project was adjusted to only bring the 7th and Main intersection to final design plans. Amendment No. 1 would bring final documents to potentially allow Muth Electric to change order the 1st and Main intersection into their current project.

Original Contract Amount - \$66,509.60
Amendment No. 1 - \$12,900
New Contract Amount - \$79,409.60

Please see the attached map for signal light location.

Staff recommends City Council approval of the attached amendment from HR Green for civil engineering services described therein.

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

Potential Additional Costs
Design Services Amendment - \$12,900
1st and Main Project Costs - \$300,000
Video Detection System - \$40,000
Estimated Concrete Costs \$35,000
Additional Construction Phase Services - \$60,000
Total Potential Additional Costs - \$447,900
Additional Funds Required - \$300,000 (\$40,000 contingency)

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

Council approved a contract with HR Green on May 2, 2022 for the design of new traffic signal lights at the 1st and Main and 7th and Main intersections. A 7th and Main Traffic

Signal Light project was proposed in the 2023 budget but was removed to balance the budget. The 7th and Main Traffic Signal Light project was included in the 2024 budget. A construction phase contract with HR Green was approved at the January 2, 2024 council meeting.

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

The second project bid opening was held on November 7, 2024. Two bids were received with the low bid being from Muth Electric. Council awarded the bid to Muth Electric with a total project contingency of \$187,331.43.



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this 27th day of November 2024 by and between, City of Mitchell, South Dakota, the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Main Street Downtown Traffic Signal Design

hereby amends the original Professional Services Agreement dated May 2, 2022 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

Complete Additional Plan Sheets to allow Traffic Signal and Ramp Reconstruction Improvements at 1st Avenue and Main Street Intersection to be added to current 7th Avenue and Main Street Intersection Improvement project.

Plan Sheets to be completed include:

- 1st & Main: Surfacing Estimate of Quantities – 1 sheet
- 1st & Main: Ramp Layout Plans – 1 sheet
- 1st & Main: Removal Plans – 1 sheet
- 1st & Main: Ramp Spot Elevation Plans – 1 sheet
- 1st & Main: Traffic Signal Estimate of Quantities – 1 sheet
- 1st & Main: Traffic Signal Tabulations – 2 sheets
- 1st & Main: Traffic Signal Removal Plans – 1 sheet
- 1st & Main: Traffic Signal Layout Plans – 1 sheet
- 1st & Main: Traffic Signal Conduit Layout Plans – 1 sheet
- 1st & Main: Traffic Signing Plans – 1 sheet
- 1st & Main: Traffic Signal Wiring Plans – 1 sheet
- 1st & Main: Traffic Signal Phasing Plans – 1 sheet
- 1st & Main: Traffic Signal Footing Table – 1 sheet

COMPANY Project Number: 210387

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- ☒ Per current rate schedule with a maximum fee to be increased by Twelve Thousand Nine Hundred Dollars and No Cents (\$ 12,900.00)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Seventy-Nine Thousand Four Hundred Nine Dollars and Sixty Cents (\$ 79,409.60)



THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

City of Mitchell, South Dakota

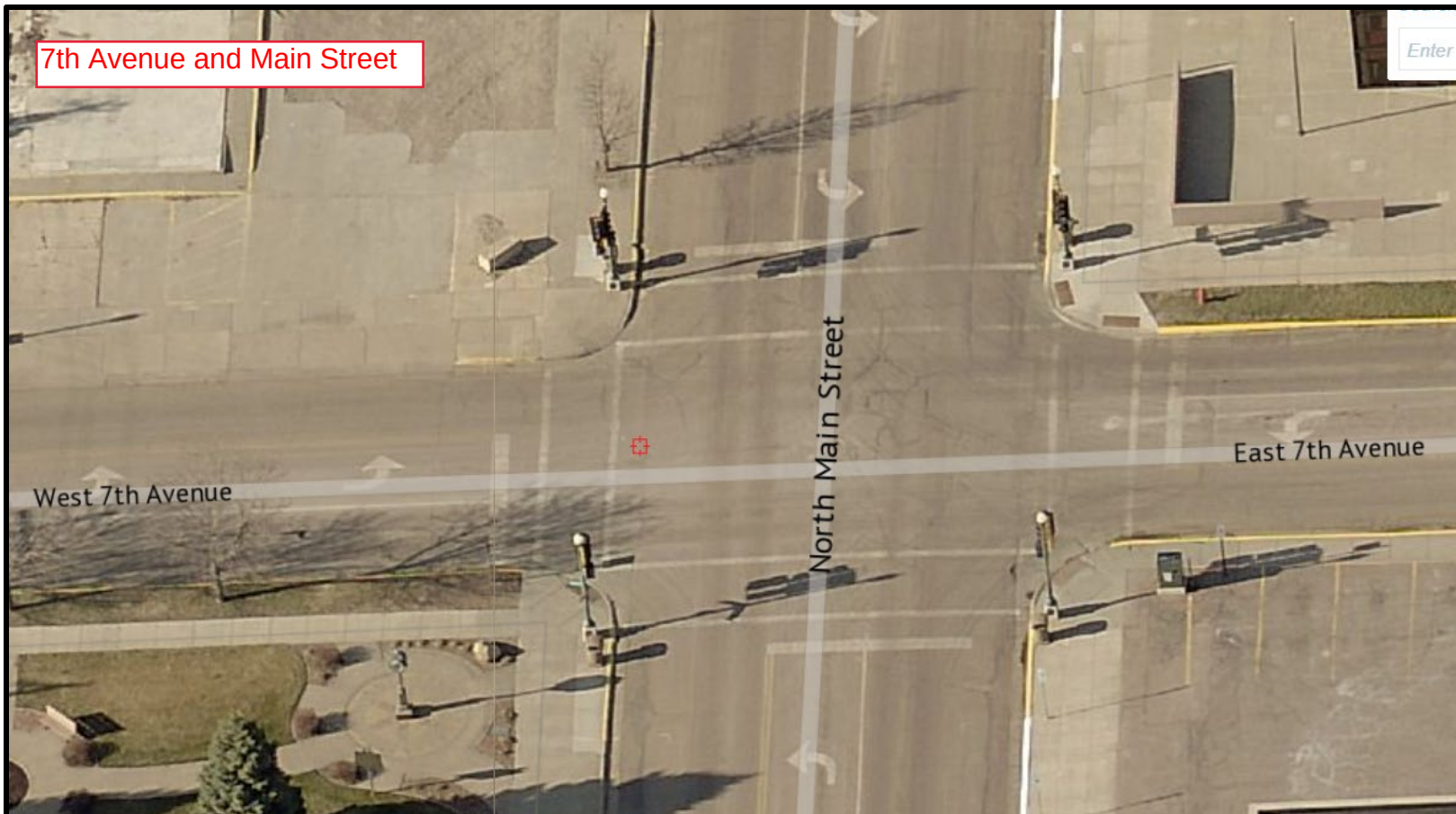
HR GREEN, INC.

A handwritten signature in blue ink, appearing to read 'Ben White', positioned above a horizontal line.

By: Jordan Hanson, Mayor

By: Ben White, Regional Director

7th Avenue and Main Street



1st Avenue and Main Street



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:	January 6, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	201-45210-43300, \$400,000		
Agenda Item:	Action to Approve Amendment #1 to Agreement #A2024-32, Pickleball Courts Engineering with SPN & Associates Project #2023-14		
Explanation/Background of Agenda Item Requested:	City Council approved an Agreement with SPN and Associates on July 1, 2024 for the design, bidding and full construction phase services for six pickleball courts at Hitchcock Park. The original project scope did not include lighting. Amendment No. 1 adds the services required to add lighting to the project. Current Project Approval - \$53,000 Amendment No. 1 - \$9,500 New Project Approval - \$62,500 Staff recommends approval of Amendment No. 1 to the Pickleball Agreement with SPN & Associates. Additional Project Background: The City Council approved a grant award for six pickleball courts at their April 15, 2024 council meeting. The grant will reimburse 50% of costs not to exceed \$195,000.		

This is **EXHIBIT K**, consisting of 2 pages,
referred to in and part of the **Agreement between
Owner and Engineer for Professional Services**
dated July 1, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. One

The Effective Date of this Amendment is: January 6, 2025.

Background Data

Effective Date of Owner-Engineer Agreement: July 1, 2024

Owner: City of Mitchell

Engineer: Schmucker, Paul, Nohr and Associates

Project: Hitchcock Park Pickleball Courts

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- X Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- X Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

As requested by the City the scope of work has been revised to include the design, bidding and construction phase services for the construction of site lighting and related items.

	Original Agreement	Amendment #1	Total Contract Amount
Preliminary Design Phase	\$12,000.00	\$0.00	\$12,000.00
Final Design Phase	\$6,000.00	\$5,500.00	\$11,500.00
Bidding Phase	\$3,000.00	\$500.00	\$3,500.00
Construction Phase	\$32,000.00	\$3,500.00	\$35,500.00
TOTAL	\$53,000.00	\$9,500.00	\$62,500.00

Agreement Summary:

Original agreement amount:	\$ 53,000.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 9,500.00
Adjusted Agreement amount:	\$ 62,500.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

City of Mitchell, South Dakota

By:

Print

name: Jordan Hanson

Title: Mayor

Date Signed:

ENGINEER:

Schmucker, Paul, Nohr and Associates

By:

Print

name: Jeffrey McCormick, PE

Title: Associate

Date Signed: December 24, 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:	January 6, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	NA-Enterprise Fund
2025 Supplemental Budget		
Agenda Item:	Action to Approve Agreement #A2025-01, EPA Risk Management Plan Project #2025-3 with HDR Engineering		
Explanation/Background of Agenda Item Requested:	The City of Mitchell Water Treatment Plant is required to complete a compliance audit of the Risk Management Plan for the chlorine system at the water treatment plant. The water treatment plant does not currently make potable water; however, we currently store chlorine if needed for drinking water coming from B-Y Rural Water. This is an EPA requirement to be completed approximately every five years. Our last audit was completed in 2019 by HDR Engineering. Staff recommends council approval of the agreement with HDR Engineering for the lump sum amount of \$5,200		

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this 12th day of December, 2024, between City of Mitchell, South Dakota (“OWNER”) and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as EPA Risk Management Plan (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is five thousand two hundred Dollars (\$5,200.00).

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the

project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF MITCHELL, SOUTH DAKOTA

"OWNER"

BY: _____

NAME: _____

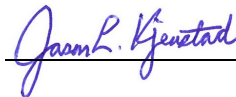
TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____



NAME: _____

Jason Kjenstad

TITLE: _____

Senior Vice President

ADDRESS: _____

101 S. Phillips Avenue, #401
Sioux Falls, SD 57104

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services to be performed by the Consultant shall include the Services and supplies to complete the following tasks:

I. SCOPE OUTLINE

A. TASK 1.0 – RMP E SUBMIT

B. TASK 2.0 – CONDUCT AUDIT AND MEMO

II. OBJECTIVE

The City of Mitchell has requested an audit of its EPA Risk Management Plan (RMP) at its water treatment plant. The RMP addresses chlorine gas used for emergency disinfection. The water treatment plant is currently not in operation but still stores chlorine gas for disinfection in form and amounts to be subject to these regulations. An outside audit by a third party is recommended by EPA due to the complexity of the regulations. This Scope of Services is for the Consultant to complete a compliance audit for the City.

III. PROJECT DESCRIPTION

- A.** Consultant shall complete a compliance audit of the RMP for chlorine systems at the City's water treatment plant.
- B.** The compliance audit must satisfy requirements of 40 CFR 68.79.
- C.** A compliance checklist (EPA) will be used to address compliance (https://www.epa.gov/system/files/documents/2024-09/rmp-program-level-1-process-checklist_2.22.2021_fillable.pdf).
- D.** Enter information into the RMP E-Submit system via EPA's Central Data Exchange (CDX).
- E.** Perform an offsite consequence analysis (OCA)

IV. KEY UNDERSTANDINGS

- A.** The City will provide the staff, information, and RMP-related documents requested by HDR to complete the audit.
- B.** The facility is currently subject to a Program Level 1 RMP based on the storage quantity of Chlorine currently below the 2,500 lb threshold. HDR assumes a Program Level 1 audit for this scope.
- C.** The audit of the chlorine system will address the required documentation and degree of implementation of Mitchell's RMP Program per the regulations.
- D.** Project communications to be via electronic/virtual means; meetings and facility visits are not anticipated.
- E.** The City will provide the login information for entering data into CDX.
- F.** The City will provide personnel to complete the audit sheet.

V. SCOPE OF SERVICES DETAILS

Consultant will assist City with Project implementation by conducting the following

tasks:

A. Task 1.0 – RMP E SUBMIT

1. Objective:

Enter electronic information related to the facility's RMP into the EPA's Central Data Exchange (CDX) system for final submission by the City.

2. Consultant Activities:

Complete RMP entry into the CDX system for final approval by the City.

3. Task Deliverables:

The following deliverables are anticipated.

None anticipated

B. Task 2.0 – CONDUCT AUDIT AND MEMO

1. Objective:

Conduct discussions with the City to address RMP. Prepare and deliver audit memo that summarizes the findings identified below. Complete an updated Off-Site Consequences Analysis.

2. Consultant Activities:

Review and discuss with the City relevant information pertaining to program implementation, procedures, work practices, and general program status prior to the audits. This information will likely include:

- General Facility Information
- Management System (Staff Organization and Record Keeping)
- RMP E-submit
- Five-Year Accident History
- Previous Audit Results
- Process Flow Diagrams
- Emergency Response

Prepare a checklist to guide the audit of the chlorine injection systems. The EPA checklist for audits will serve as the baseline document for the approach to the audit, however, it will be supplemented by using an AWWA industry specific checklist as well as Consultant's knowledge of the process and experience at similar facilities.

Prepare an updated Off-site Consequence Analysis (OCA) in accordance with RMP requirements (40 CFR 68) to estimate the lateral extent of a potential toxic vapor cloud from a worst-case accidental release of chlorine at the facility.

3. Task Deliverables:

One (1) Electronic Copy Draft Audit Memo supplemented with the results of the OCA.

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.

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:	January 6, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-43120-43300 - \$642,000
101-43150-43307 - \$374,700
602-43340-43334 - \$185,000
604-43250-43346 - \$142,000		
Agenda Item:	Action to Approve Agreement #A2025-02, 2nd, 4th & Main Streetscape for Construction Services Project #2023-21 with McLaury Engineering		
Explanation/Background of Agenda Item Requested:	The proposed agreement provides construction phase services by McLaury Engineering for the 2nd, 4th and Main Streetscape project.
The project includes water main, sanitary sewer, storm sewer, concrete curb and gutter and asphalt surfacing improvements. The project includes bump outs on the side streets only.

McLaury Engineering will provide construction administration, observation, testing, and staking services. See attached agreement provided by McLaury Engineering. The project is scheduled for the 2025 construction season.

Staff recommends City Council approval of the attached agreement with McLaury Engineering for construction services at an hourly rate with the maximum not to exceed \$164,400.

Project Contingencies:
Street - \$150,000 (includes added electrical)
Storm Sewer - \$102,700
Water - \$25,000 (includes an additional \$50,000)
Sewer - \$14,700

The project has a completion date of October 10, 2025 with stipulations to allow for the Rodeo Parade and the Pre-Sturgis Party.		

December 27, 2024

Joe Schroeder, PE
City Engineer / Public Works Director
City of Mitchell
612 North Main Street
Mitchell, SD 57301



**RE: CITY OF MITCHELL - 2ND/4TH & MAIN STREETSCAPE IMPROVEMENT PROJECT
ATTACHMENT A - CONSTRUCTION ENGINEERING PROPOSAL**

Dear Mr. Schroeder:

The following is a proposal for construction engineering services for the City of Mitchell's 2nd/4th & Main Streetscape Improvement Project.

SCOPE OF SERVICES

The objective of this contract is to provide construction engineering services for the City of Mitchell's 2nd/4th & Main Streetscape Improvement Project #A2023-10. The project consists of streetscape improvements as well as utility construction including sanitary sewer, water main, and storm sewer reconstruction. The project also includes surfacing reconstruction, asphalt paving, sidewalk and other corresponding construction items on 2nd Avenue & Main Street and 4th Avenue & Main Street intersections. McLaury Engineering proposes to provide the following construction engineering services:

TASK I: CONSTRUCTION ADMINISTRATION

McLaury Engineering will complete the following construction administration items:

- a. Review contract documents and shop drawings
- b. Schedule and conduct preconstruction meeting
- c. Submit monthly progress reports
- d. Submit monthly pay estimates
- e. Participate in weekly construction meetings
- f. Submit project change orders
- g. Conduct substantial completion inspection
- h. Submit final inspection punch list
- i. Submit final inspection
- j. Submit project closeout documents
- k. Prepare and submit asbuilt plan set
- l. Conduct 1 year warranty inspection

TASK 2: CONSTRUCTION INSPECTION

McLaury Engineering will complete the following construction inspection items.

- a. Daily construction inspection
 - i. Daily notes – project personnel, weather, quantities for work being completed, and discussions / communications
 - ii. Daily construction pictures
 - iii. Coordination and correspondence with Contactor
 - iv. Coordination with Project Manager
- b. Weekly SWPPP Reporting
 - i. Rainfall totals
 - ii. Weekly SWPPP inspection
 - iii. Notes for changes/needs to BMP
- c. Project changes
 - i. Report / record all plan changes: elevations, locations, materials, and sizes
 - ii. Discuss change orders with Contractor, Project Engineer, and City of Mitchell

TASK 3: MATERIAL ACCEPTANCE AND TESTING

McLaury Engineering will complete the following material acceptance and testing items.

- a. Verify materials used on project meet City of Mitchell specifications
- b. Provide proctor for soils and aggregate used on project
- c. Trench density testing
- d. Subgrade density testing
- e. Basecourse density testing
- f. Fresh concrete / strength testing

TASK 4: CONSTRUCTION STAKING

McLaury Engineering will complete the following construction staking items.

- a. Watermain staking
- b. Sanitary sewer staking
- c. Storm sewer staking
- d. Subgrade grade staking
- e. Basecourse grade staking
- f. Concrete surfacing staking
- g. Asbuilt survey

SCHEDULE

This project will be constructed in 2025. The Contractor has not set a start date at this time. McLaury Engineering will provide construction engineering services from the notice to proceed to the final completion of the project.

- Contract Documents – Spring 2025
- Construction Submittals – February 2025 – April 2025
- Project Construction – TBD 2025
- Project Asbuilt Files – December 2025

SERVICES NOT INCLUDED WITHIN THIS PROPOSAL

- Asphalt Density Testing



SIOUX FALLS

6225 S Pinnacle Place
Suite 202
Sioux Falls, SD 57108
(605) 271-8998

ELK POINT

118 W. Main St.
P.O. Box 1130
Elk Point, SD 57025
(605) 356-2308

PARKSTON

110 N. 1st Street
P.O. Box 916
Parkston, SD 57366
(605) 928-7676

NORFOLK

502 W. Madison Ave.
Norfolk, NE 68701
(402) 316-2625

TOTAL PROJECT COST

McLaury Engineering proposes to be compensated for the scope of services outlined in the Agreement on an "Hourly Not-to-Exceed Maximum Fee Amount" basis. McLaury Engineering will provide the scope of services for a total fee not to exceed **\$164,400**. Fees do not include any state and city taxes. Any taxes will be in addition to the amount listed above.

Task 1	\$32,800
Task 2	\$112,100
Task 3	\$12,200
Task 4	\$7,300
Total :	\$164,400

- If additional work is required due to changes in project scope, schedule, or other unforeseen circumstances, that work would be completed on an hourly basis at our standard hourly rates.
- A fully executed EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services shall be signed by both parties after acceptance of this proposal by the OWNER.

GENERAL PROVISIONS

- Per EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.
- The proposal outlined in this letter is valid for thirty (30) days.

SPECIAL AND EXTRA SERVICES

Extra services will be provided in addition to those required to complete the design as requested by the OWNER. Such services include additional elements identified by the OWNER; additional information requested by the OWNER; special trips to the site requested by the OWNER; special services which may be required if the work is suspended or abandoned; or any special engineering services not required to complete the design which may be requested by the OWNER.

Payment to MCLAURY ENGINEERING, INC. as compensation for these services will be in addition to the contract amount identified above and shall be in conformance with our schedule of rates in effect at the time services are provided.



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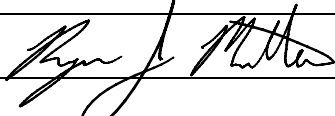
502 W. Madison Ave.
Norfolk, NE 68701
(402) 316-2625

EFFECTIVE DATE OF CONTRACT

This contract shall be effective upon execution by the parties.

ACCEPTANCE

If you concur with the proposal outlined in this Letter of Agreement, please execute, and return to MCLAURY ENGINEERING, INC. Unless otherwise instructed by you in writing at the time you return the executed copy of this Letter Agreement, MCLAURY ENGINEERING, INC. will consider the executed Letter of Agreement as our notice to proceed.

SIGNATURE: _____	Date: _____
PRINTED NAME: _____	
TITLE: _____	
SIGNATURE:  _____	Date: <u>12/27/2024</u>
PRINTED NAME: <u>Ryan J Murtha</u>	
TITLE: <u>Engineering Manager</u>	



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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Mitchell** (Owner) and **McLaury Engineering, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **2nd / 4th & Main Streetscape Improvement Project** (Project). Engineer's services under this Agreement (Services) are generally identified as **See Attachment A**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **N/A**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.10**.
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses is estimated to be **\$164,400**
- E. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

- A. Termination for Cause
 - 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

- a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this

Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and

expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is _____ .

Owner:

(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Engineer:

McLaury Engineering, Inc.

(name of organization)

By: _____
(authorized individual's signature)

Date: **December 27, 2024**
(date signed)

Name: **Ryan J. Murtha**
(typed or printed)

Title: **Engineering Manager**
(typed or printed)

Address for giving notices:

P.O. Box 916

Parkston, SD 57366

(605) 928-7676

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	January 6, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	\$1,250,000 - 2025 Landfill Budget		
Agenda Item:	Action to Approve Resolution #R2025-01, Landfill Scraper Grant Application		
Explanation/Background of Agenda Item Requested:	The Landfill is requesting Council approval for a grant application to the South Dakota Department of Agriculture and Natural Resources (DANR) Solid Waste Management Program (SWMP) for a new tractor-scraper. The current scraper is at the end of its useful life and is in need of replacement. The City is requesting up to a 50% grant or \$603,865. Attached for your review is the grant application and resolution. Staff recommends council approval and to grant authorization for the Mayor to sign the application and other applicable documents as listed in the resolution		

RESOLUTION #R2025-1

AUTHORIZING SUBMISSION OF AN APPLICATION FOR SOLID WASTE MANAGEMENT PROGRAM GRANT FUNDS

WHEREAS the **City of Mitchell** has identified a need to purchase a tractor-scraper to improve operational capabilities at the Mitchell Regional Landfill; and

WHEREAS the **City of Mitchell** proposes to apply to the South Dakota Department of Agriculture and Natural Resources (DANR) for Solid Waste Management Program (SWMP) funding to assist in the costs associated with purchasing the tractor-scraper; and

WHEREAS the **City of Mitchell** is eligible for Solid Waste Management Program funding assistance for the proposed project; and

WHEREAS with the submission of the SWMP application the **City of Mitchell** assures and certifies that all DANR and SWMP requirements will be fulfilled.

THEREFORE BE IT RESOLVED that the **City of Mitchell** duly authorizes the submission of this SWMP application requesting financial assistance in support of the proposed project; and

BE IT FURTHER RESOLVED that the **Mayor** be authorized to execute the SWMP application for the **City of Mitchell**, and to sign agreements, pay requests, and other required documents as needed for funding.

Dated this 6th day of January 2025.

Adopted:

Jordan Hanson, Mayor

ATTEST:

Michelle Bathke, City Finance Officer

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	January 6, 2025	Requested By:	Stephanie Ellwein
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2025-02, A Resolution Amending the 2025 Compensation Plan		
Explanation/Background of Agenda Item Requested:	This resolution would amend the 2025 Compensation plan, authorizing the two changes listed below: • The Box Office / Concessions Supervisor position is being eliminated with the creation of the Assistant Corn Palace Director position. The current Box Office / Concessions Supervisor will be promoted to the Assistant Corn Palace Director position.		

RESOLUTION #R2025-02

A RESOLUTION AMENDING THE 2025 COMPENSATION PLAN FOR THE CITY OF MITCHELL

BE IT RESOLVED, THAT THE FOLLOWING COMPENSATION PLAN FOR THE CITY OF MITCHELL BE AMENDED FOR FY2025 as follows:

<u>APPOINTED/ HIRED FULL TIME POSITIONS</u>			
Dept	Job Title	Wage Grade	FLSA Status
CP	Assistant Corn Palace Director	19	E
CP	Box Office/Concessions Supervisor	16	E

Approved this _____ day of _____, _____.

Signed: _____
Mayor, City of Mitchell

ATTEST: _____
Finance Officer, City of Mitchell

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	January 6, 2025	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 #O2024-14, Updating Hours of Operation for Medical Cannabis Dispensaries		
Explanation/Background of Agenda Item Requested:	Council previously held discussions on updating the hours of operation for medical cannabis dispensaries. Based on the discussion, this ordinance was drafted which will update the hours of operation for medical cannabis facilities from 8AM-8PM to 8AM-10PM.		

ORDINANCE #O2024-14

**AN ORDINANCE UPDATING THE HOURS OF OPERATION FOR
MEDICAL CANNABIS FACILITIES.**

BE IT ORDAINED BY THE CITY OF MITCHELL, SOUTH DAKOTA AS FOLLOWS:

Section 1.

That subsection (B)(7) of Mitchell City Code Section 4-11-9: General Obligations of Licensee be AMENDED to read as follows:

“7. A cannabis dispensary may be open to the public only between the hours of eight o’clock (8:00) A.M. and ten o’clock (10:00) P.M. daily.”

Section 2.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and twenty (20) days after the completed publication, unless the referendum is invoked, this ordinance shall become effective.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2024.

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

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:	January 6, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2025-01, Updating Provisions of the Mitchell City Code In Relation To the Use of the Term Fire Marshal		
Explanation/Background of Agenda Item Requested:	The Department of Fire and EMS has been discussing some departmental reorganization that would give the chief more flexibility for distributing duties. This would include the elimination of the fire marshal position (which would be done by separate action of the council). Our code currently has a number of references to the Fire Marshal. This ordinance will update those code references to be consistent with the new reorganization of duties within the Department of Fire and EMS by the chief.		

ORDINANCE #O2025-1

AN ORDINANCE UPDATING PROVISIONS OF THE MITCHELL CITY CODE IN RELATION TO THE USE OF THE TERM FIRE MARSHAL.

BE IT ORDAINED BY THE CITY OF MITCHELL, SOUTH DAKOTA AS FOLLOWS:

Section 1.

That Mitchell City Code Section 1-7-1(B)(3) be AMENDED to remove reference to the fire marshal so as to read as follows:

A department head may delegate to subordinate personnel within the department or its divisions duties and responsibilities of the department or division(s) and the corresponding authority to perform such duties and responsibilities. The term "department" shall be deemed to include all of the divisions within the department. The department head shall be responsible for the official actions of any subordinate within his department, decision of a subordinate of any department head shall be deemed the action of the department head, notwithstanding that subordinate employees may be assigned specific duties and responsibilities within this code (i.e., such as zoning official, building official and/or planning official as a subordinate employee to the public works director). Likewise, each manager or superintendent within any division of a department (i.e., as the sanitary sewer pretreatment coordinator as a subordinate employee to the superintendent of the sanitary sewer division of the department of public works) shall be responsible for the official actions of his subordinates and the official actions of the subordinate shall be deemed the actions of the superior authority.

Section 2.

That Mitchell City Code Section 9-1-1 be AMENDED to change “fire marshal” to “chief of fire and EMS” so as to read as follows:

The entire city is declared to be a fire district, including fire zones one, two and three, and the boundaries shall be illustrated on an official map to be maintained by the city building official and on file with the chief of fire and EMS. The boundaries of the fire districts shall be continued as previously established and depicted upon the official maps of the city maintained for such purpose. Whenever in any code or ordinance adopted by and in effect in the city the term "jurisdiction" shall be used, said term shall mean the jurisdictional limits of the city of Mitchell, South Dakota.

Section 3.

That Mitchell City Code Section 9-1-2: FIRE MARSHAL be REPEALED AND REPLACED so as to read as follows:

9-1-2: FIRE CODE OFFICIAL

The chief of fire and EMS, or their designee, shall perform the duties of the fire code official. The duties of the fire code official are as provided by the adopted fire code, the city's ordinances, or as further provided by the chief of fire and EMS.

Section 4.

That Mitchell City Code Section 9-1-7(B) be AMENDED to change "fire marshal" to "chief of fire and EMS, or their designee" so as to read as follows:

All rental structures used for human habitation consisting of two (2) or more separate living units (commonly called apartments) which include living units other than those entirely at ground level, which do not have firewall separation between individual units of fire rating of at least one hour, and including all multi-unit dwelling structures which were not originally constructed as multi-unit dwellings and later converted to multi-unit dwellings (i.e., apartments) shall provide at least two (2) separate egress pathways for escape from fire from each bedroom or other area within the unit regularly used for overnight sleeping, regardless of whether the structure was constructed before the effective date of the fire code. Each such separate egress pathway for escape from fire as required by this subsection shall be wholly independent of the other escape pathway; and each such escape pathway must be qualified as an accepted means of egress under the fire code or otherwise acceptable to the chief of fire and EMS or their designee. Every bedroom or area regularly used for sleeping shall have a window opening to the exterior which qualifies as an egress window according to the fire code or alternatively is deemed adequate by the chief of fire and EMS, or their designee, for escape in the event other route(s) of escape would be blocked by fire, excepting that a bedroom or other room or area regularly used for overnight sleeping which does not have a window to the exterior as above specified shall have an exit door direct to the exterior of the structure which can be opened at any time from the inside without the requirement of a key; and if such an exit door is not at ground level it shall exit onto a stairway suitable for fire escape.

Section 5.

That Mitchell City Code Section 9-1-9 be AMENDED to read as follows:

The chief of fire and EMS, or their designee, shall be responsible for enforcement of the applicable provisions of the adopted fire code as the same shall be in effect at any time in the city. The chief of fire and EMS, or their designee, shall exercise all authorities and duties of inspection as may otherwise be provided by ordinance or fire code. Notice of action by the issuing employee which is adverse to the application for a permit by any person, or will adversely affect the interest of a

person, shall be made in writing and shall be delivered to the person either by deposit of such notice in the U.S. mail, first class with postage prepaid and addressed to the last known address of such person, or alternatively delivered personally to such person.

Section 6.

That Mitchell City Code Section 9-1-10 be AMENDED to read as follows:

Any person who believes he or she has been aggrieved by an action of an employee taken pursuant to this chapter which is adverse to the interests of such person, such person may appeal the decision to the Mitchell city council by filing a statement written in plain language with the city finance officer, stating the action from which the appeal is taken within ten (10) days of receiving written notification of adverse action taken under the preceding section of this chapter. The appeal shall be heard by the Mitchell city council in regular or special session within forty-five (45) days of the receipt of such appeal by the city finance officer. Notice of hearing on such appeal shall be given to the person making the appeal in the manner as notice of adverse action as provided in section 9-1-9 of this chapter at least ten (10) days prior to the date set for such appeal hearing.

Section 7.

That Mitchell City Code Section 9-1-11 be AMENDED to change

Any person who shall violate the provisions of the fire code, including standards relating thereto, whether adopted by specific action of the Mitchell city council or incorporated by reference into a nationally published code adopted by the Mitchell city council, or fail to comply therewith, or who shall fail to comply with any order issued under the authority thereof, or who shall build any structure not in conformance with the fire code standards, including the standards of the life safety code, or shall build a structure not in conformance with standards and specifications approved by the fire code official, and who shall have taken no appeal or whose appeal shall not be upheld, or shall fail to comply with such an order as affirmed or modified by the city council or by a court of competent jurisdiction within the time so fixed, shall be subject to prosecution for violation of city ordinance, and shall be subject to penalty as provided in section 1-4-1 of the city code. The application of the above penalty shall not be held to prevent the enforcement, including, but not limited to, removal of the noncompliant conditions.

Section 8.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 9.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and twenty (20) days after the completed publication, unless the referendum is invoked, this ordinance shall become effective.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2024.

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

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:	January 6, 2025	Requested By:	Michelle Bathke
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	\$0. If the Council decides to move forward with the proposal, the funds could be budgeted in 2026, or could be included as a supplemental budget request in 2025 if funds are available from the 2024 unspent budget.		
Agenda Item:	Discussion on Corn Palace Seat Replacements		
Explanation/Background of Agenda Item Requested:	Mayor Hanson has provided quotes and options for replacing Corn Palace seating. <u>Options Available</u> • Option 1 - Replace existing chairs with the same size chairs. (1,772 chairs). No other changes to the seating layouts. • Option 2 - Replace existing chairs with wider chairs. Update the center walkways on the stairs to be code compliant width & added handrails. (1,612 chairs). • Option 3 - Replace existing chairs in Section B and Section C the same as option 2 above. Section A would have the largest available seat option -"Quattro" style seats. (1,192 chairs in Sections B & C; 388 chairs in section A. Total chairs 1,580). <u>Quote Details:</u> • All Options Include installation of chairs & cupholders. • Removal of existing chairs, and patching of holes and cement is not included in this price. • Handrails would be an addition cost & fabricated/installed by an outside vendor. • Seats are available off of a joint purchasing contract- no additional bidding/design necessary. <u>Project Cost Estimates:</u> • Option 1 - \$472k • Option 2 - \$435k • Option 3 - \$455k Renderings from Hussey Seating regarding the Fusion Chairs:https://husseyseating.sharefile.com/d-s530a8ab728464cbfa289db605c97fb84		

PROPOSED SEATING LAYOUT

NOTE:
THIS SEATING LAYOUT HAS BEEN CREATED
USING THE SUPPLIED ROW LENGTHS ONLY
THE AISLES AND BUILDING SHOWN MAY NOT
BE DRAWN PER EXISTING CONDITIONS.

NOT FOR CONSTRUCTION
PRELIMINARY
11/19/2024
HUSSEY SEATING CO.
NOT FOR CONSTRUCTION

APPROVED BY: _____ DATE: _____

NOTE:
IT IS THE RESPONSIBILITY OF THE OWNER AND ARCHITECT TO PROVIDE
SEATING AND ACCESSIBLE PATHS OF TRAVEL THAT CONFORM TO THE
REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT TITLE III TO
ACCOMMODATE INDIVIDUALS WITH DISABILITIES. THE OWNER AND ARCHITECT
ARE REQUIRED TO CONSULT THE FEDERAL STATUTE CFR PART 36
FOR REGULATIONS PERTAINING TO ACCESSIBLE SEATING FOR AMERICANS
WITH DISABILITIES.

LEGEND

- = CUPHOLDER
- = ADA STANCHION
- = AISLE LIGHT
- = LOGO
- = SPECIAL SEAT FOR CUPHOLDER ARMREST
- = REMOVABLE CHAIR
- = FLOOR MNT CHAIR
- = WHEELCHAIR SPACE

PLEASE NOTE

THIS IS A GENERAL LEGEND,
SOME OF THE SYMBOLS
SHOWN MAY NOT PERTAIN
TO THIS JOB

NOTES:

- FEDERAL ADA CODE REQUIRES:
 - ALL WHEELCHAIR SPACES TO HAVE ONE COMPANION CHAIR PER SPACE
 - ALL WHEELCHAIR SPACES TO BE LOCATED ON A LEVEL SURFACE
 - A MAXIMUM SLOPE OF 1" PER FOOT WITH A 5'-0" LEVEL AREA EVERY 30'-0" OF SLOPE OR A MAXIMUM SLOPE OF 3/4" PER FOOT OVER A TOTAL SLOPE LENGTH OF 40'-0" (PLEASE ADVISE)
 - 15- WHEELCHAIR SPACES ARE REQUIRED FOR THIS QUANTITY OF SEATS
 - 17- ADA EASY ACCESS END STANCHIONS ARE REQUIRED PER FEDERAL AMERICANS WITH DISABILITIES ACT. EQUAL TO 5% OF TOTAL AISLE SEATS

2. PLEASE VERIFY THE FOLLOWING

- SEATING LAYOUT & QUANTITY
- QUANTITY OF ROWS
- DATA ARM LOCATIONS
- WHEELCHAIR LOCATIONS
- ROW LETTER / SEAT NUMBER SEQUENCE

NOTE: DIMENSIONS ON THIS
DRAWING ARE FOR SEATING
LAYOUT PURPOSES ONLY

SPACING INFORMATION

ROW SPACING = 2'-8"

CLEAR SPACE

SEAT UP = 1'-5 3/4"
SEAT DOWN = 0'-9 1/4"

SEATING SUMMARY

SIZE	QUANTITY
18"	0
19"	233
20"	730
21"	473
22"	336
TOTAL:	1772

WHEELCHAIR LOC. = 0
A.D.A. LOC. = 0

husseyseating
SINCE 1935
YOUR PARTNER FOR SEATING SOLUTIONS
38 DYER STREET EXT.
NORTH BERWICK, ME. 03906
TELEPHONE: (207) 676-2271 FAX: (207) 676-9815

CORN PALACE
MITCHELL, SD

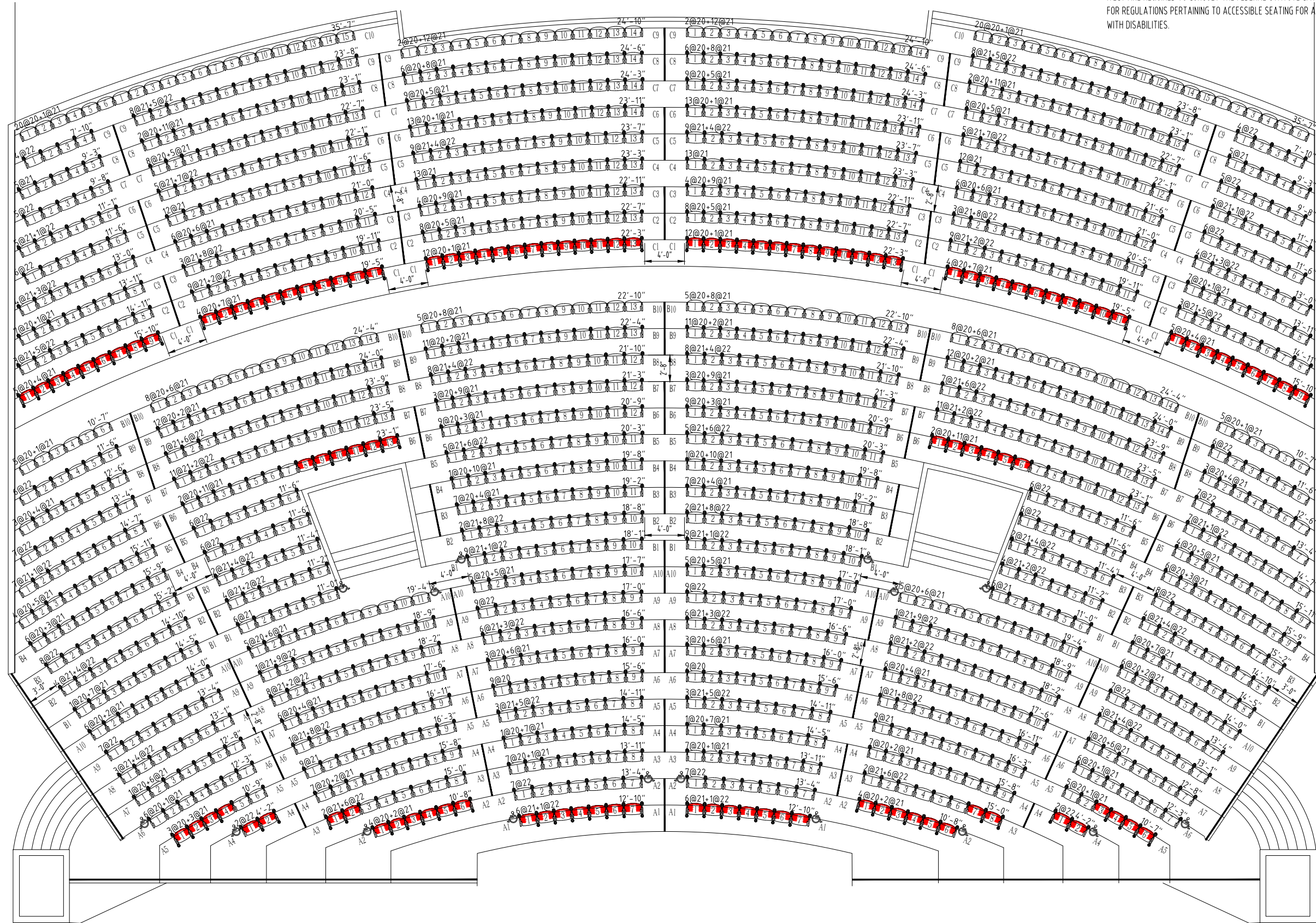
The layout shown is drawn per Hussey Seating
Company's interpretation of:
IBC 2021
If the applicable code is different than the stated
code please provide correct code information.

Rev	Draft	Date	Description
1		11/19/2024	ORIGINAL

Dealer:
COMBINED BLDG SPECIALTIES
Drawn By: _____ Checked By: _____
N CARPENTER
Sheet Title: SEATING LAYOUT

Hussey Order No. _____ File Name: _____
Q516884 Q516884 OPT1

Sheet No.: _____



NOTE:
IT IS THE RESPONSIBILITY OF THE OWNER AND ARCHITECT TO PROVIDE SEATING AND ACCESSIBLE PATHS OF TRAVEL THAT CONFORM TO THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT TITLE III TO ACCOMMODATE INDIVIDUALS WITH DISABILITIES. THE OWNER AND ARCHITECT ARE REQUIRED TO CONSULT THE FEDERAL STATUTE CFR PART 36 FOR REGULATIONS PERTAINING TO ACCESSIBLE SEATING FOR AMERICANS WITH DISABILITIES.

- LEGEND**
- = CUPHOLDER
 - = ADA STANCHION
 - = AISLE LIGHT
 - = LOGO
 - = SPECIAL SEAT FOR CUPHOLDER ARMREST
 - = REMOVABLE CHAIR
 - = FLOOR MNT CHAIR
 - = WHEELCHAIR SPACE

****PLEASE NOTE****
THIS IS A GENERAL LEGEND, SOME OF THE SYMBOLS SHOWN MAY NOT PERTAIN TO THIS JOB

- NOTES:
- FEDERAL ADA CODE REQUIRES:
 - ALL WHEELCHAIR SPACES TO HAVE ONE COMPANION CHAIR PER SPACE
 - ALL WHEELCHAIR SPACES TO BE LOCATED ON A LEVEL SURFACE
 - A MAXIMUM SLOPE OF 1" PER FOOT WITH A 5'-0" LEVEL AREA EVERY 30'-0" OF SLOPE OR A MAXIMUM SLOPE OF 3/4" PER FOOT OVER A TOTAL SLOPE LENGTH OF 40'-0" (PLEASE ADVISE)
 - 15- WHEELCHAIR SPACES ARE REQUIRED FOR THIS QUANTITY OF SEATS.
 - 15- ADA EASY ACCESS END STANCHIONS ARE REQUIRED PER FEDERAL AMERICANS WITH DISABILITIES ACT. EQUAL TO 5% OF TOTAL AISLE SEATS
 - PLEASE VERIFY THE FOLLOWING
 - SEATING LAYOUT & QUANTITY
 - QUANTITY OF ROWS
 - DATA ARM LOCATIONS
 - WHEELCHAIR LOCATIONS
 - ROW LETTER / SEAT NUMBER SEQUENCE

NOTE: DIMENSIONS ON THIS DRAWING ARE FOR SEATING LAYOUT PURPOSES ONLY

SPACING INFORMATION

ROW SPACING = 2'-8"

CLEAR SPACE

SEAT UP = 1'-5 3/4"

SEAT DOWN = 0'-9 1/4"

SEATING SUMMARY	
SIZE	QUANTITY
18"	0
19"	0
20"	494
21"	750
22"	368
TOTAL:	1612

WHEELCHAIR LOC. = 0
A.D.A. LOC. = 0

husseyseating
SINCE 1935

YOUR PARTNER FOR SEATING SOLUTIONS

38 DYER STREET EXT.
NORTH BERWICK, ME. 03906

TELEPHONE: (207) 676-2271 FAX: (207) 676-9815

CORN PALACE MITCHELL, SD

The layout shown is drawn per Hussey Seating Company's interpretation of:
IBC 2021
If the applicable code is different than the stated code please provide correct code information.

Rev	Draft	Date	Description
1		12/3/2024	ORIGINAL

Dealer: **COMBINED BLDG SPECIALTIES**

Drawn By: **N CARPENTER** Checked By: _____

Sheet Title: **SEATING LAYOUT OPTION 2**

Hussey Order No. **Q516884** File Name: **Q516884 OPT2**

Sheet No.: _____ of _____

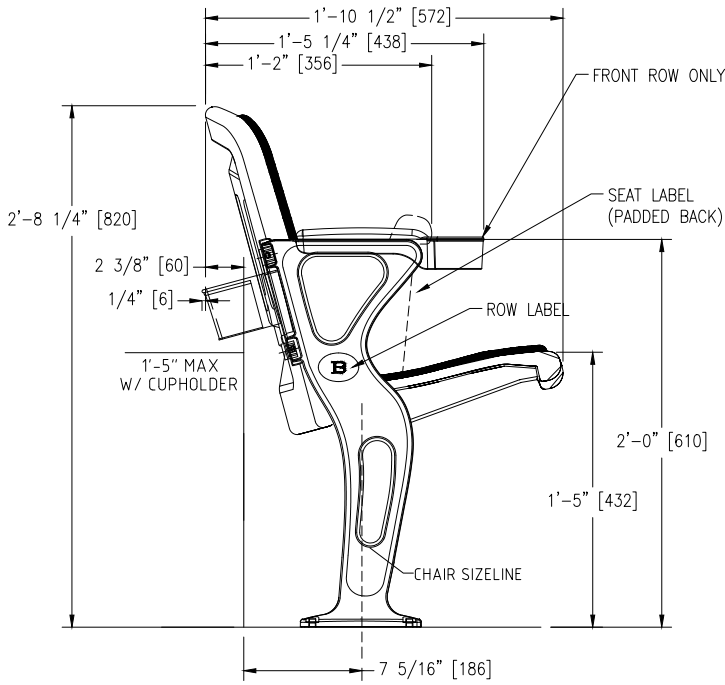
NOT FOR CONSTRUCTION

PRELIMINARY
12/4/2024
HUSSEY SEATING CO.

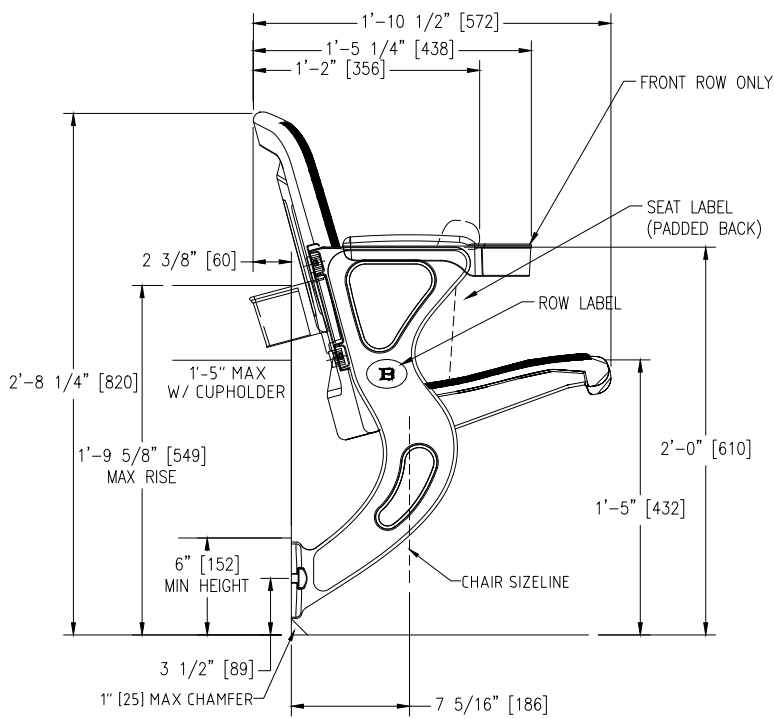
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PROPOSED SEATING LAYOUT - OPTION 2

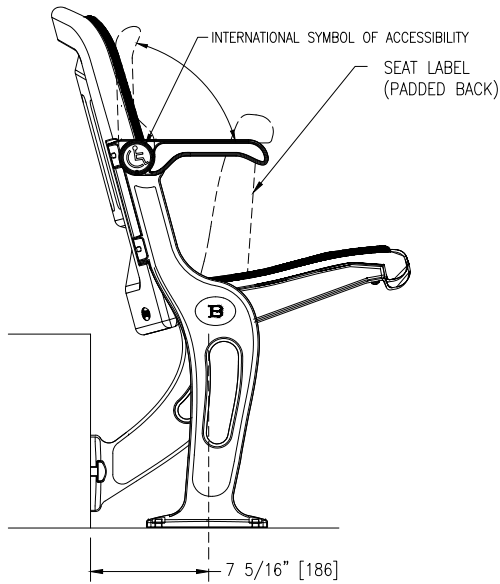
APPROVED BY: _____ DATE: _____



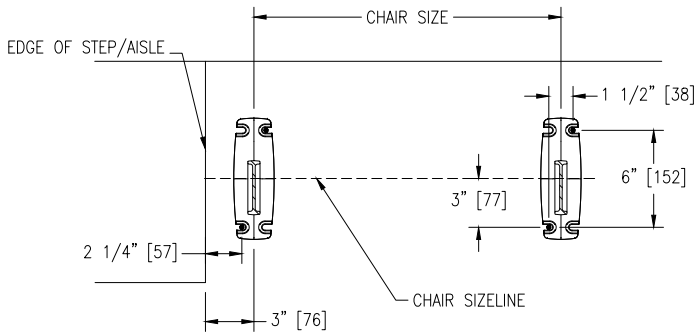
FLOOR MOUNT



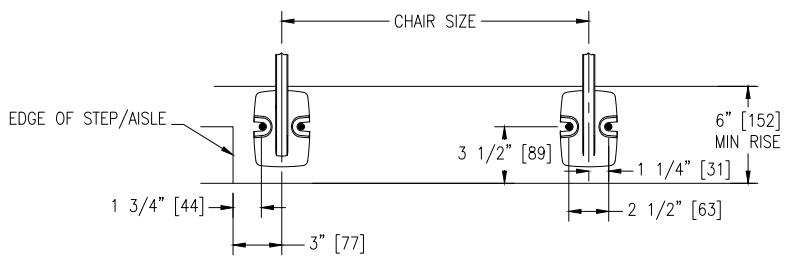
LOW RISE MOUNT



FLOOR MOUNT EASY ACCESS CHAIR
NEXT TO LOW RISE CENTER STN



ANCHOR BOLT LOCATIONS



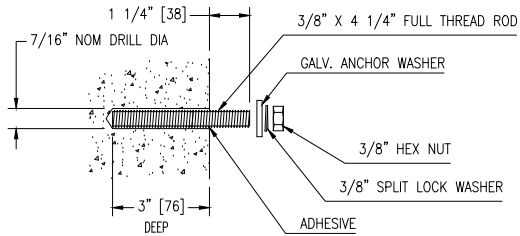
ANCHOR BOLT LOCATIONS

ADHESIVE ANCHOR INSTALLATION INSTRUCTIONS

1. PER MANUFACTURERES INSTRUCTIONS DRILL PROPER SIZED HOLE. CLEAN OUT HOLE FROM BOTTOM WITH FORCED AIR. COMPLETE HOLE PREPARATION WITH USE OF A WIRE BRUSH AND REPEAT CLEANING WITH FORCED AIR (REPEAT 4 TIMES EACH) (LEAVE NO DUST OR SLURRY)
2. WHEN STARTING A NEW CARTRIDGE OR NEW NOZZLE, DISPENSE AND DISCARD ENOUGH ADHESIVE UNTIL UNIFORM GRAY COLOR IS ACHIEVED (TYP. 3 FULL STROKES). INSERT THE NOZZLE INTO THE BOTTOM OF THE HOLE AND FILL TO 2/3 THE HOLE DEPTH.
3. INSERT THE SELECTED ROD SLOWLY BY HAND INTO THE BOTTOM OF THE HOLE WITH A SLOW TWISTING MOTION. THIS INSURES THE ADHESIVE FILLS VOIDS AND CREVICES AND UNIFORMLY COATS THE ANCHOR ROD.
4. SEE TABLE BELOW FOR WORKING TIMES AND CURING TIMES. AFTER THE SUGGESTED CURE TIME IS MET, INSTALL AND TIGHTEN FIXTURE INTO PLACE.

AC100+ GOLD ADHESIVE OR REDHEAD A7
WORKING AND CURING TIMES

BASE MATERIAL	CARTRIDGE	WORKING	FULL CURE
TEMP (F°)	TEMP (F°)	TIME	TIME
14°	68°-95°	90 MIN.	24 HRS
23°	68°-95°	90 MIN.	7 HRS
32°	68°-95°	45 MIN.	7 HRS
41°	68°-95°	25 MIN.	7 HRS
50°	68°-95°	15 MIN.	7 HRS
68°	68°-95°	6 MIN.	4 HRS
86°	68°-95°	4 MIN.	4 HRS
95°	68°-95°	2 MIN.	4 HRS
100°	68°-95°	1.5 MIN.	4 HRS
104°	68°-95°	1.5 MIN.	4 HRS



RISER MOUNT ADHESIVE ANCHOR DETAIL

GENERAL NOTES:

1. ALL FLOORS, SLABS, AND RISERS CONSTRUCTED OF CONCRETE (PRE-CAST OR POURED) MUST MEET THE FOLLOWING CRITERIA:
a. FLOOR/SLAB MUST BE 4" [102] THICK min., WITH THE TOP 2" [51] CLEAR OF ANY OBSTRUCTIONS, MESHING, ETC.).
b. RISERS MUST BE 4 1/2" [114] THICK min., WITH THE FIRST 2 1/2" [64] ALONG THE FACE CLEAR OF ANY OBSTRUCTIONS (REBAR, MESHING, ETC.).
c. ALL CONCRETE MUST HAVE A MINIMUM STRENGTH OF 3,000 P.S.I. FOR NORMAL WEIGHT AGGREGATE AND 5,000 PSI FOR LIGHT WEIGHT AGGREGATE IN ORDER TO OBTAIN PROPER ANCHOR ATTACHMENT.
2. ALL CONCRETE MUST BE CURED A MINIMUM OF 28 DAYS PRIOR TO DRILLING AND INSTALLING ANCHORS. APPROVAL BY HSC ENGINEER IS REQUIRED WITH ANY CONCRETE LESS THAN A FULL 28 DAYS CURE
3. ALL STEEL FLOOR/RISERS MUST BE 1/4" [6] MIN TO 3/8" [10] MAX THICK GRADE A36 STEEL.
4. ALL FLOORS CONSTRUCTED OF WOOD MUST BE A SOLID 1 1/2" [38] THICK MIN.
5. ALL ROW LENGTHS INDICATED ON THE PLAN OF SEATING INCLUDE END SPACING AS STATED ON THIS DRAWING.
6. REFER TO THE INSTALLATION/MAINTENANCE MANUAL FOR ASSEMBLY INSTRUCTIONS.

FUSION
FINISH SCHEDULE

COLORS

PAINT	T.B.D.
PLASTIC	T.B.D.
CUPHOLDER	T.B.D.

FABRIC

TYPE	T.B.D.
STYLE	T.B.D.
COLOR	T.B.D.

- OUTDOOR - UV TREATMENT
□ INDOOR - NON UV

FUSION BACKS

- PLASTIC
■ PADDED

FUSION SEATS

- PLASTIC
■ PADDED
□ UPH'D SEAT - INDOOR ONLY

STANCHIONS

- FLOOR MOUNT
■ LOW RISER MOUNT
□ HIGH RISER MOUNT INTERMEDIATE
LOW RISER MOUNT ENDS

ARMRESTS INTEGRAL CAST

CLAMP-ON LOGO TYPE

- INTEGRAL CAST (ETO)
□ GRAPHIC ADHESIVE

ADA ARM OPTIONS
(FLOOR MOUNT ONLY)

- ARMLESS
■ EASY ACCESS FLIP-UP

ACCESSORIES

- SEAT #'s
□ LEXAN ADHESIVE
■ BRUSHED ALUMINUM (RIVETED)
ROW LABELS
□ LEXAN ADHESIVE
■ BRUSHED ALUMINUM (ADHESIVE)
□ DONOR PLATES

REMOVABLE CHAIRS

- INDOOR
□ OUTDOOR

CUPHOLDERS

- REAR MOUNT CLAMP-ON
■ REAR MOUNT BOLT-ON
□ FRONT MOUNT (WALL / RAIL ONLY)
■ ARMREST MOUNTED CLIP-ON
"REQUIRES SPECIAL SEAT ASSY"

SUPPLIED BY:

- HSC
□ DEALER / CUSTOMER
NOTE: ALL SKID BASES AND OFFSET PLATES ARE GREY

ALL SHIMS WILL BE BLACK

SPARES

N/A

ANCHORS

- OUTDOOR
■ INDOOR
■ CONCRETE
□ WOOD
□ STEEL
□ OTHER
■ By HUSSEY
□ By OTHERS

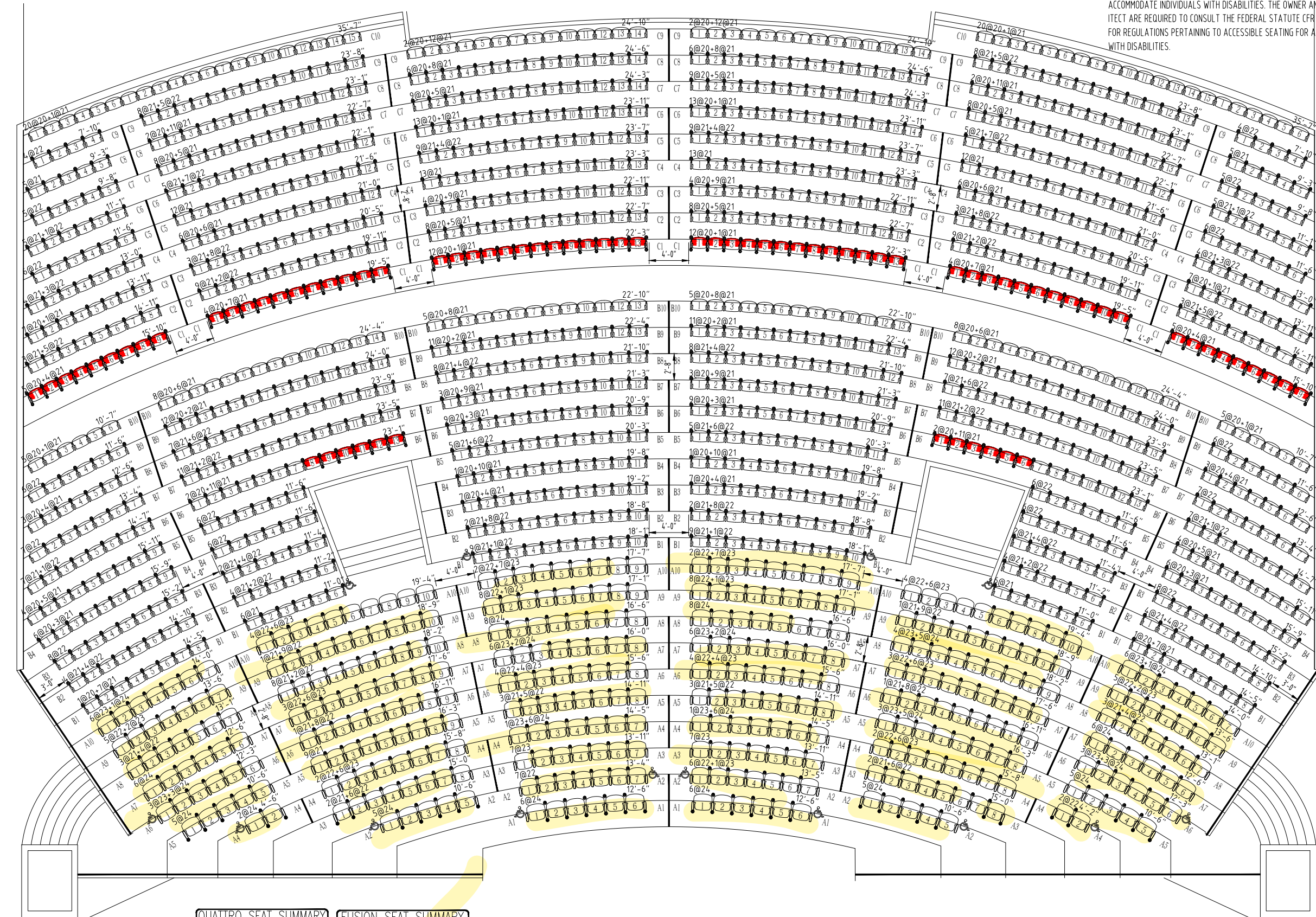


CORN PALACE
MITCHELL, SD

The layout shown is drawn per Hussey Seating
Companys interpretation of :
IBC 2021
If the applicable code is different than the stated
code please provide correct code information.

Rev	Draft	Date	Description
1		11/18/2024	ORIGINAL

Dealer: COMBINED BLDG SPECIALTIES	
Drawn By: N CARPENTER	Checked By:
Sheet Title: FUSION FINISH DETAILS	
Hussey Order No. Q516884	File Name: Q516884 DT
Sheet No.:	



NOTE:
IT IS THE RESPONSIBILITY OF THE OWNER AND ARCHITECT TO PROVIDE SEATING AND ACCESSIBLE PATHS OF TRAVEL THAT CONFORM TO THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT TITLE III TO ACCOMMODATE INDIVIDUALS WITH DISABILITIES. THE OWNER AND ARCHITECT ARE REQUIRED TO CONSULT THE FEDERAL STATUTE CFR PART 36 FOR REGULATIONS PERTAINING TO ACCESSIBLE SEATING FOR AMERICANS WITH DISABILITIES.

LEGEND

- = CUPHOLDER
- = ADA STANCHION
- = AISLE LIGHT
- = LOGO
- = SPECIAL SEAT FOR CUPHOLDER ARMREST
- = REMOVABLE CHAIR
- = FLOOR MNT CHAIR
- = WHEELCHAIR SPACE

****PLEASE NOTE****
THIS IS A GENERAL LEGEND, SOME OF THE SYMBOLS SHOWN MAY NOT PERTAIN TO THIS JOB

NOTES:
1. FEDERAL ADA CODE REQUIRES:
A. ALL WHEELCHAIR SPACES TO HAVE ONE COMPANION CHAIR PER SPACE
B. ALL WHEELCHAIR SPACES TO BE LOCATED ON A LEVEL SURFACE
C. A MAXIMUM SLOPE OF 1" PER FOOT WITH A 5'-0" LEVEL AREA EVERY 30'-0" OF SLOPE OR A MAXIMUM SLOPE OF 3/4" PER FOOT OVER A TOTAL SLOPE LENGTH OF 40'-0" (PLEASE ADVISE)
D. -15- WHEELCHAIR SPACES ARE REQUIRED FOR THIS QUANTITY OF SEATS.
E. -15- ADA EASY ACCESS END STANCHIONS ARE REQUIRED PER FEDERAL AMERICANS WITH DISABILITIES ACT. EQUAL TO 5% OF TOTAL AISLE SEATS
2. PLEASE VERIFY THE FOLLOWING
A. SEATING LAYOUT & QUANTITY
B. QUANTITY OF ROWS
C. ADA ARM LOCATIONS
D. WHEELCHAIR LOCATIONS
E. ROW LETTER / SEAT NUMBER SEQUENCE

QUATTRO - LEVEL A
18° BACK PITCH
SPACING INFORMATION
ROW SPACING = 2'-8"
CLEAR SPACE
SEAT UP = 1'-0 7/8"
SEAT DOWN = 0'-4 7/8"

FUSION - LEVELS B & C
SPACING INFORMATION
ROW SPACING = 2'-8"
CLEAR SPACE
SEAT UP = 1'-5 3/4"
SEAT DOWN = 0'-9 1/4"

SEATING SUMMARY	
SIZE	QUANTITY
19"	0
20"	366
21"	621
22"	379
23"	118
24"	96
TOTAL:	1580

WHEELCHAIR LOC. = 0
A.D.A. LOC. = 14

QUATTRO SEAT SUMMARY	
SIZE	QUANTITY
19" [483]	0
20" [508]	0
21" [534]	37
22" [559]	137
23" [584]	118
24" [610]	96
TOTAL:	388

FUSION SEAT SUMMARY	
SIZE	QUANTITY
18" [458]	0
19" [483]	0
20" [508]	366
21" [534]	584
22" [559]	242
TOTAL:	1192

PROPOSED SEATING LAYOUT - OPTION 3

NOTE: DIMENSIONS ON THIS DRAWING ARE FOR SEATING LAYOUT PURPOSES ONLY

APPROVED BY: _____ DATE: _____

NOT FOR CONSTRUCTION
PRELIMINARY
12/4/2024
HUSSEY SEATING CO.
NOT FOR CONSTRUCTION

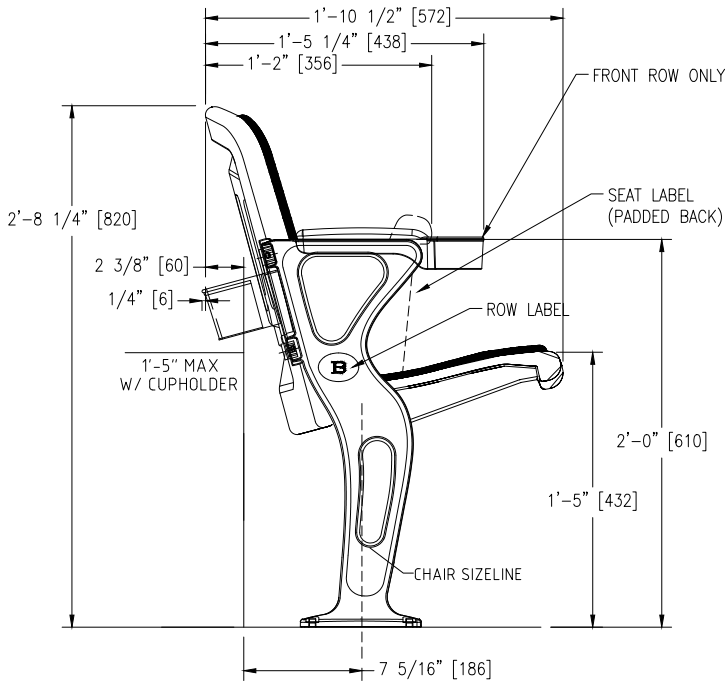
husseyseating
SINCE 1935
YOUR PARTNER FOR SEATING SOLUTIONS
38 DYER STREET EXT.
NORTH BERWICK, ME. 03906
TELEPHONE: (207) 676-2271 FAX: (207) 676-9815

CORN PALACE MITCHELL, SD

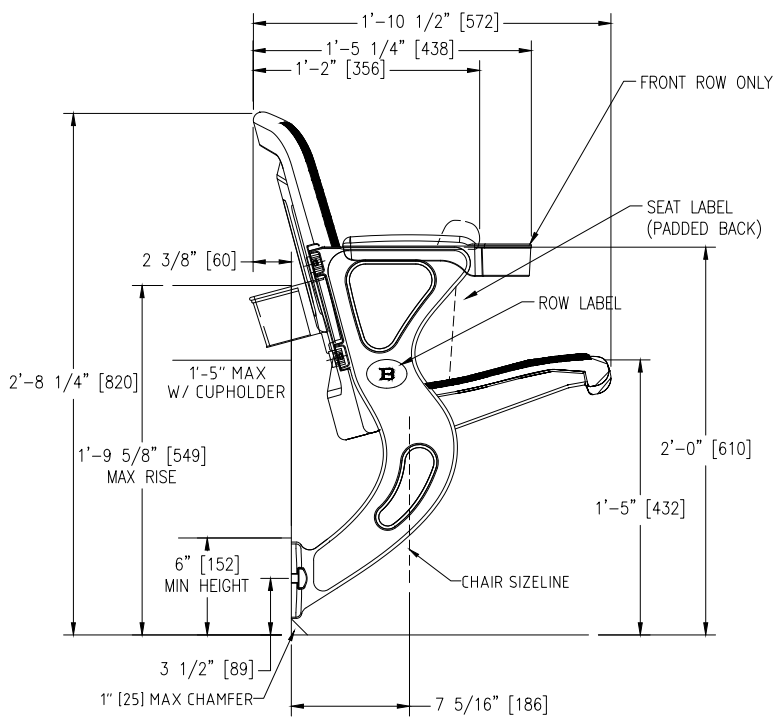
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Rev	Drawn	Date	Description
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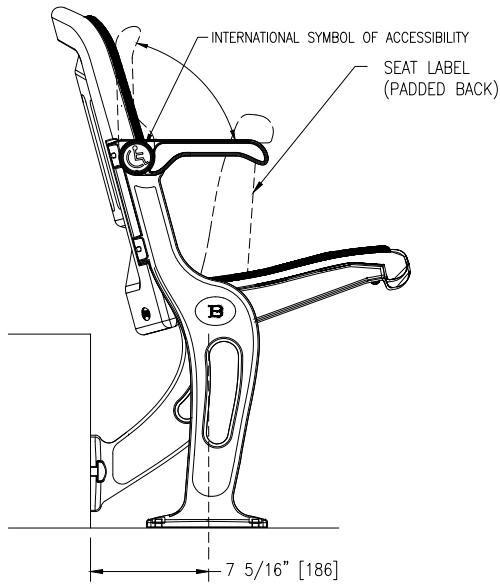
Dealer:
COMBINED BLDG SPECIALTIES
Drawn By: N CARPENTER
Sheet Title: SEATING LAYOUT
Option 3
Hussey Order No. Q516884
File Name: Q516884 OPT3
Sheet No.: 1 of 3



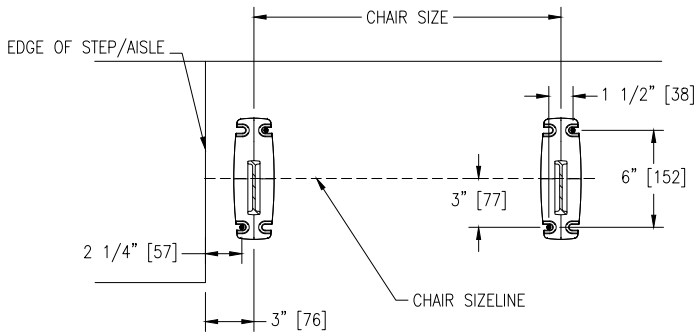
FLOOR MOUNT



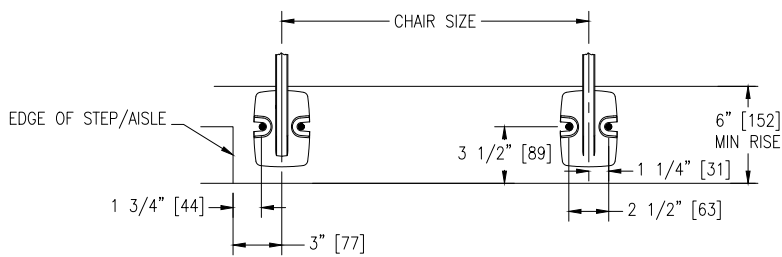
LOW RISE MOUNT



FLOOR MOUNT EASY ACCESS CHAIR
NEXT TO LOW RISE CENTER STN



ANCHOR BOLT LOCATIONS



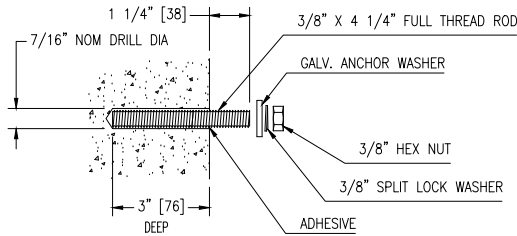
ANCHOR BOLT LOCATIONS

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AC100+ GOLD ADHESIVE OR REDHEAD A7
WORKING AND CURING TIMES

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95°	68°-95°	2 MIN.	4 HRS
100°	68°-95°	1.5 MIN.	4 HRS
104°	68°-95°	1.5 MIN.	4 HRS



RISER MOUNT ADHESIVE ANCHOR DETAIL

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FUSION
FINISH SCHEDULE

COLORS	
PAINT	T.B.D.
PLASTIC	T.B.D.
CUPHOLDER	T.B.D.
FABRIC	
TYPE	T.B.D.
STYLE	T.B.D.
COLOR	

- ☒ OUTDOOR - UV TREATMENT
☐ INDOOR - NON UV

FUSION BACKS

- ☒ PLASTIC
☒ PADDED

FUSION SEATS

- ☒ PLASTIC ☒ PADDED
☐ UPH'D SEAT - INDOOR ONLY

STANCHIONS

- ☒ FLOOR MOUNT
☒ LOW RISER MOUNT
☐ HIGH RISER MOUNT INTERMEDIATE
LOW RISER MOUNT ENDS

ARMRESTS INTEGRAL CAST

CLAMP-ON LOGO TYPE

- ☐ INTEGRAL CAST (ETO)
☐ GRAPHIC ADHESIVE

ADA ARM OPTIONS
(FLOOR MOUNT ONLY)

- ☐ ARMLESS
☒ EASY ACCESS FLIP-UP

ACCESSORIES

- SEAT #'s
☐ LEXAN ADHESIVE
☒ BRUSHED ALUMINUM (RIVETED)
ROW LABELS
☐ LEXAN ADHESIVE
☒ BRUSHED ALUMINUM (ADHESIVE)
☐ DONOR PLATES

REMOVABLE CHAIRS

- ☐ INDOOR
☐ OUTDOOR

CUPHOLDERS

- ☐ REAR MOUNT CLAMP-ON
☒ REAR MOUNT BOLT-ON
☐ FRONT MOUNT (WALL / RAIL ONLY)
☒ ARMREST MOUNTED CLIP-ON
"REQUIRES SPECIAL SEAT ASSY"

SUPPLIED BY:

- ☒ HSC ☐ DEALER / CUSTOMER
NOTE: ALL SKID BASES AND OFFSET
PLATES ARE GREY

ALL SHIMS WILL BE BLACK

SPARES

N/A

ANCHORS

- ☐ OUTDOOR ☒ INDOOR
☒ CONCRETE ☐ WOOD ☐ STEEL ☐ OTHER
☒ By HUSSEY ☐ By OTHERS

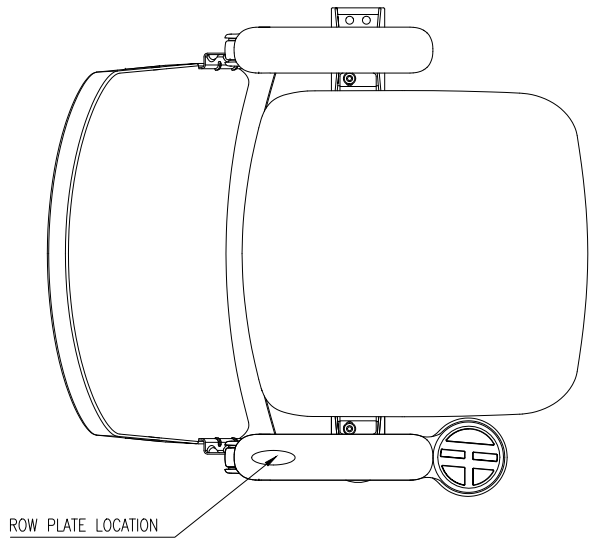
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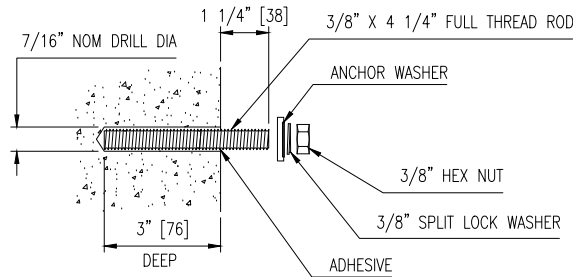
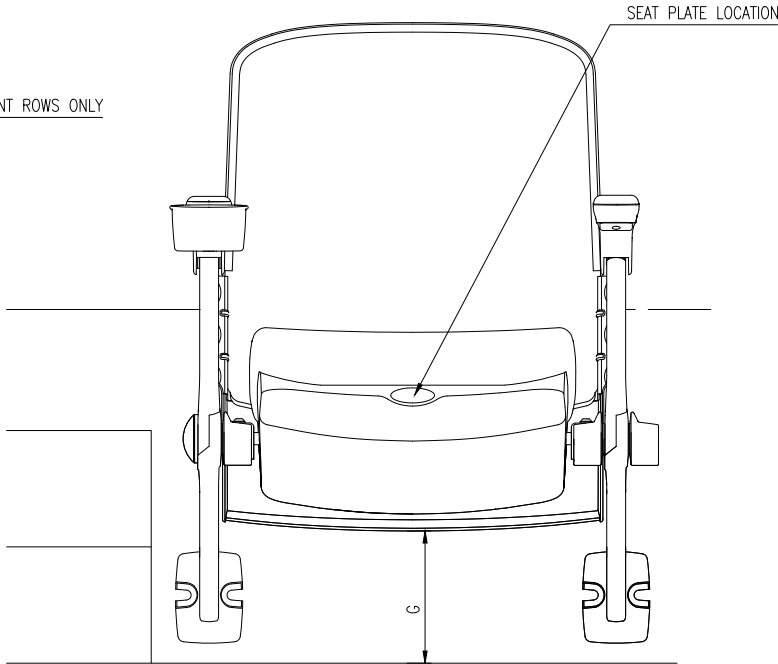
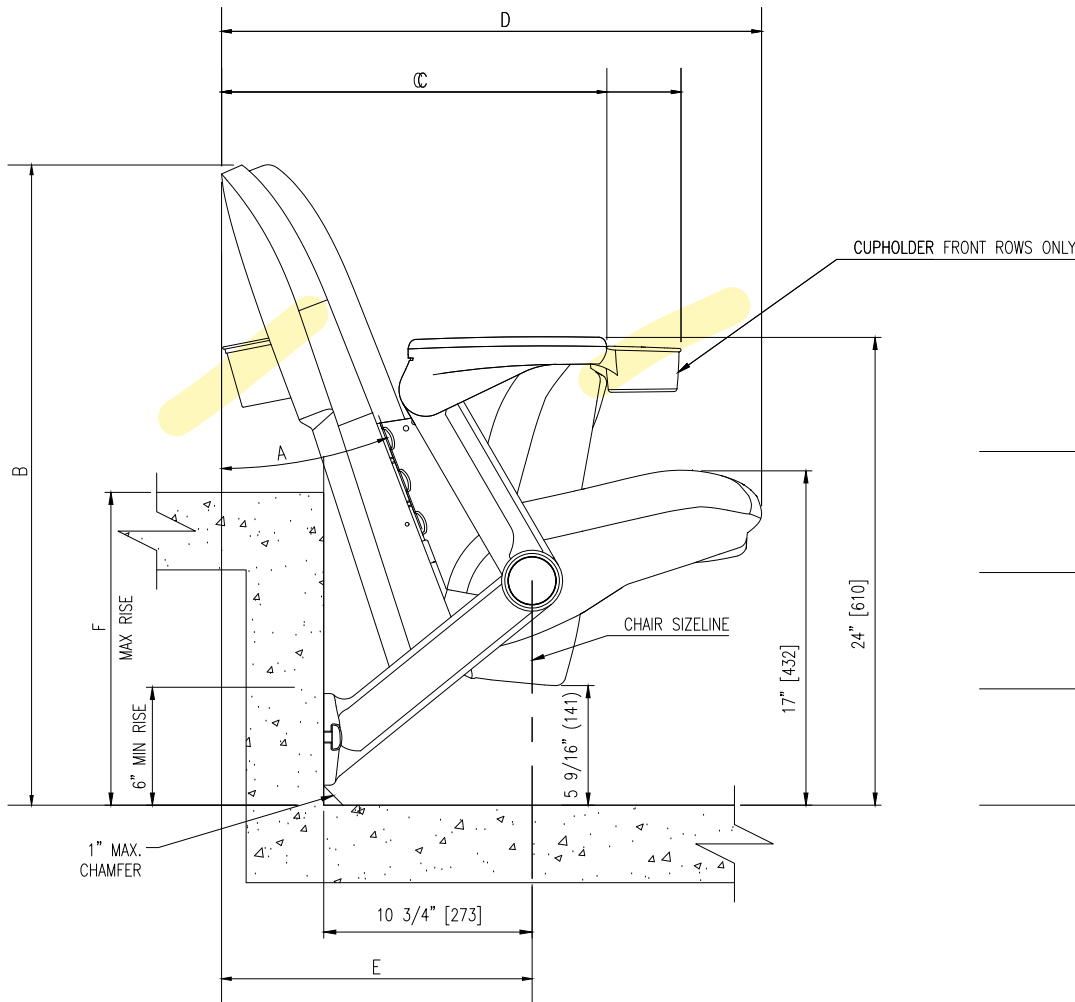
Rev	Draft	Date	Description
—		11/18/2024	ORIGINAL

Dealer:
COMBINED BLDG SPECIALTIES
Drawn By: **N. CARPENTER** Checked By:
Sheet Title: **FUSION
FINISH DETAILS**
Hussey Order No. **Q516884** File Name: **Q516884 DT1**
Sheet No.: **2 of 3**



A = BACK PITCH
B = BACK HEIGHT
C = UNOCCUPIED
D = OCCUPIED
E = CHAIR SIZELINE TO BACK
F = MAXIMUM RISER HEIGHT
G = FLOOR TO BOTTOM OF BACK

A	21"	18"	15"
B	33" (838)	33 3/4" (857)	34 1/2" (876)
C	23 19 1/8" (602)	22 8 3/8" (576)	21 7 5/8" (548)
D	27 7 5/8" (708)	26 3/4" (679)	25 5/8" (651)
E	16" (406)	14 7/8" (378)	13 3/4" (349)
F	17 1/2" (445)	19 1/2" (495)	20 5/8" (524)
G	6 13/16" (173)	7 1/16" (179)	7 5/16" (186)



RISER MOUNT ADHESIVE ANCHOR DETAIL

ADHESIVE ANCHOR INSTALLATION INSTRUCTIONS

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AC100+ GOLD ADHESIVE OR REDHEAD A7 WORKING AND CURING TIMES

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- REFER TO THE INSTALLATION/MAINTENANCE MANUAL FOR ASSEMBLY INSTRUCTIONS.
- TBD= TO BE DETERMINED. (PLEASE SUPPLY INFO.)
- N/A = NOT APPLICABLE TO THIS JOB.
- ALL OFFSET PLATES AND SKID BASES ARE GREY.
- ALL SHIMS ARE BLACK.

QUATTRO BACK DETAILS

■ SOFT SQUARE (S) □ ROUNDED (R)

OUTER PANEL:

■ POLYMER (3) □ VENEER (5)
□ LAMINATE (4) □ UPHOLSTERED (6)

VENEER TYPE: N/A

BACK COLOR: T.B.D.

INNER PANEL:

■ WATERFALL (A) □ HORIZONTAL PLEAT (B)
□ QUILTED 1 (C) □ QUILTED 2 (D)
□ QUILTED 3 (E) □ QUILTED 4 (F)

FABRIC TYPE: T.B.D.

FABRIC COLOR: T.B.D.

■ LOW BACK (L) □ HIGH BACK (H)

■ 2" CUT FOAM (S2) □ 3" CUT FOAM (S3)
□ CONTOURED FOAM (C)

QUATTRO SEAT DETAILS

■ STANDARD (3) □ FULLY ENVELOPED (4)

■ STANDARD FOAM (S) □ PLUSH FOAM (P)
□ ULTRA PLUSH FOAM

WATERFALL (A)

□ QUILTED 1 (C) □ QUILTED 2 (D)
□ QUILTED 3 (E) □ QUILTED 4 (F)

FABRIC TYPE: T.B.D.

FABRIC COLOR: T.B.D.

PLASTIC COLOR: T.B.D.

QUATTRO STANDARD DETAILS

■ CAST ALUMINUM (A) □ STEEL (S)

□ FLOOR MOUNT (F0-F4)

□ HIGH RISE (HR) ■ LOW RISE (LR)

LOGO (CAST ALUMINUM ONLY)

□ CAST LOGO □ GRAPHIC LOGO

□ WITH ARM SUPPORT FOR FUTURE T/A
QUANTITY: N/A

STANDARD COLOR: T.B.D.

ACCENT COLOR: T.B.D.

ARMRESTS

■ PLASTIC (P) □ WOOD (W) □ UPHOLSTERED (U)

■ FRONT ARMREST CUPHOLDER

■ REAR MOUNT CLAMP-ON CUPHOLDER

■ ADA EASY ACCESS □ ADA ARMLESS
ADA QTY: PER DWG

WOOD TYPE: N/A

CAP COLOR: T.B.D.

ACCESSORIES

■ SEAT #'s ■ ROW LETTERS

□ LEXAN ■ ALUMINUM □ ECO GLOW

□ BRASS DONOR PLATES PLATE QTY: N/A

aisle LIGHTS 24V

□ UPPER □ LOWER

QUANTITY: N/A

TABLET ARMS

□ T1 STANDARD T/A □ T2 LAPTOP T/A

□ T2M LAPTOP T/A REDUCED ENVELOPE

RH T/A QTY: N/A LH T/A QTY: N/A

T/A COLOR: N/A

END PANELS

□ QUATTRO □ SOFT SQUARE □ ROUND

□ PLASTIC LAMINATE □ WOOD VENEER

□ UPHOLSTERED ■ NONE

E/P QTY: N/A

VENEER TYPE: N/A

E/P COLOR: N/A

REMOVABLE BASES

1 CHAIR N/A

2 CHAIR N/A

3 CHAIR N/A

SPARES

PLEASE SUPPLY:

CARE PACKAGE

ANCHORS

■ INDOOR □ OUTDOOR

■ CONCRETE □ WOOD □ STEEL □ OTHER

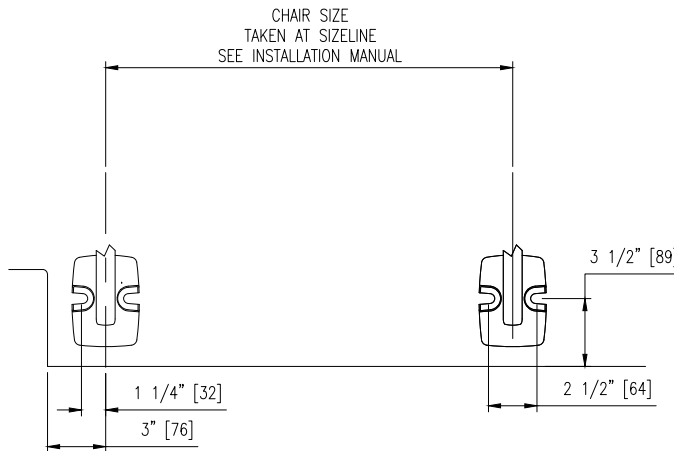
■ BY HUSSEY □ BY OTHERS



CORN PALACE MITCHELL, SD

QUATTRO CLASSIC SERIES MODEL NO. S3L3A

HUSSEY SEATING COMPANY STRIVES TO CONTINUOUSLY IMPROVE ITS PRODUCT AND MANUFACTURING METHODS. THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES WITHOUT NOTICE WHEN, IN THE OPINION OF THE COMPANY, SUCH CHANGES IMPROVE THE PRODUCT OR ITS PERFORMANCE.



The layout shown is drawn per Hussey Seating Company's interpretation of :
IBC 2021
If the applicable code is different than the stated code please provide correct code information.

REV	DRAFT	DATE	DESCRIPTION
0		12/18/2024	ORIGINAL

DEALER:
COMBINED BUILDING SPECIALTIES

DRAWN BY: N. CARPENTER CHECKED BY:

SHEET TITLE: QUATTRO CHAIR DETAILS

LEVEL A

HUSSEY ORDER No. Q516884 FILE NAME: Q516884 DT2

SHEET No.: 3 of 3

Page 187 of 206

Building Specialties
Equipment
Installation
Service



COMBINED BUILDING SPECIALTIES



4921 W FRANK BOYCE DRIVE
SIOUX FALLS, SD 57107
Phone: (605) 331-6904 Fax: (605) 331-6913
Email: sales@combinedbuilding.com
Website: www.combinedbuilding.com

JOB NUMBER : SSX2433121 JOB NAME : **Corn Palace Fixed Seating**
LOCATION : **Mitchell, SD**
TO: **City Of Mitchell** LETTING DATE : **11/26/2024**
612 N. Main PROPOSAL DATE : **11/20/2024**
Mitchell, SD 57301

We propose to furnish the following, subject to all the terms and conditions stated herein:

SECTION

BID AMOUNT

Base Bid

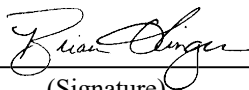
Fixed Seating	Replace Fixed Seating	\$472,000.00
	Quoting: 1,772 Hussey Fusion Chairs with padded seat and back. Includes attic stock. Price includes cupholders and end stanchion logos. Price includes installation and taxes. Removal of existing chairs/patching of holes is not included in this pricing!	

Please note: This is BUDGET PRICING only!

No sales tax or special tax included, unless indicated above.

Prices are F.O.B. to Mitchell, SD

THIS PROPOSAL FOR ACCEPTANCE WITHIN 30 DAYS

Submitted by:	<u>Brian</u>	<u></u>	<u>11/26/24</u>
	(Print name)	(Signature)	(Date)

Accepted by:	<u></u>	<u></u>	<u></u>
	(Print name)	(Signature)	(Date)

**Building Specialties
Equipment
Installation
Service**



**COMBINED
BUILDING
SPECIALTIES**



4921 W FRANK BOYCE DRIVE
SIOUX FALLS, SD 57107
Phone: (605) 331-6904 Fax: (605) 331-6913
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LOCATION : **Mitchell, SD**
TO: **City Of Mitchell** LETTING DATE : **12/20/2024**
PROPOSAL DATE : **11/20/2024**
612 N. Main
Mitchell, SD 57301

We propose to furnish the following, subject to all the terms and conditions stated herein:

SECTION		BID AMOUNT
Base Bid		
Fixed Seating.	Option 2 Quoting: 1,612 Hussey Fusion Chairs with padded seat and back. Includes attic stock. Price includes cupholders and end stanchion logos. Price includes installation and taxes. Removal of existing chairs/patching of holes is not included in this pricing!	\$435,794.00
Fixed Seating,	Option 3 Quoting Hussey Seating: 1,192 Fusion Chairs and 388 Quattro Chairs (1,580 total seats) (both padded) with cupholders and stanchion logos. Price includes installation and taxes. Removal of existing chairs/patching of holes is not included in this pricing!	\$455,722.00

 COMBINED BUILDING SPECIALTIES

PROPOSAL : SSX2433121

STRUCTURE : Corn Palace Fixed Seating

(Page 2)

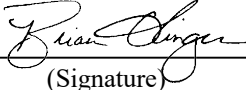
SECTION

BID AMOUNT

Please note: This is BUDGET PRICING only! Options 2 and 3 is to provide seating within code requirements.
New aisle rails are not included in this pricing!

Prices are F.O.B. to Mitchell, SD

THIS PROPOSAL FOR ACCEPTANCE WITHIN 30 DAYS

Submitted by: Brian  12/20/24
(Print name) (Signature) (Date)

Accepted by: _____
(Print name) (Signature) (Date)

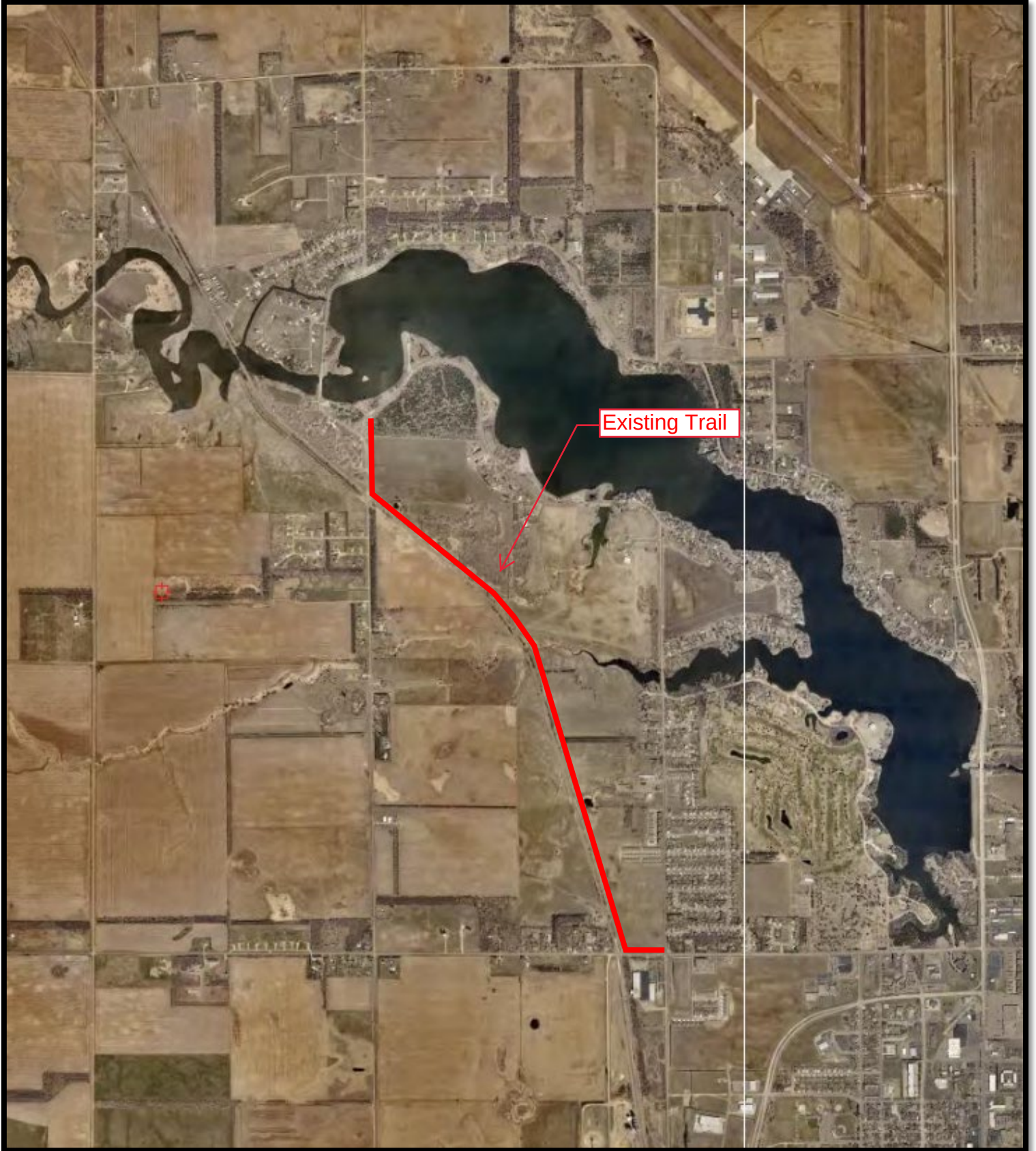
CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	January 6, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	If City Council decides to move forward with this project; the \$325,000 could be budgeted in 2026, or could be included as a supplemental budget request in 2025 if funds are available from the 2024 unspent budget.		
Agenda Item:	Council Discussion for Potential Northwest Railroad Shared Use Path Project		
Explanation/Background of Agenda Item Requested:	The Northwest Railroad Shared Use Path is a roughly 2.25 mile gravel trail located just west of the 23rd Avenue and Ohlman Street intersection and follows the railroad tracks northwest to West Harmon. The current path is roughly 8 to 10 feet wide. It is proposed that the path be paved 9 feet wide (8 foot wide with 0.5' shoulders). A trail enhancement has been considered to be added to this project which includes glow in the dark stones designed for asphalt installation. The glow stones being considered are roughly 1/4 to 1/2 inch in size and have a coverage of a stone every 3 to 4 inches. The glow time is rated for 15 plus hours. Products comes with a 20-year warranty. Ambient Glow Technology (AGT) is a provider for glow in the dark stones. There website can be found at Ambient Glow Technology AGT™ Glow Stones, Glow Rocks, Glow Pebbles. Past projects are attached to this staff report for your information. Costs for the project would be as follows: \$140,000 for asphalt paving. \$125,000 for glow stones. \$60,0000 contingency. Proposed total project cost - \$325,000 City forces would be utilized for preparation of the surface prior to paving.		









CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Code Enforcement Sidewalk

Write a description for your map.

Legend

- Untitled Path
- Untitled Path

Google Earth

Image © 2024 Airbus

2000 ft

Page 197 of 206

Code Enforcement Sidewalk

Write a description for your map.

Legend

- Untitled Path
- Untitled Path



Code Enforcement Sidewalk

Write a description for your map.

Legend

- Untitled Path
- Untitled Path



Code Enforcement Sidewalk

Write a description for your map.

Legend

- Untitled Path
- Untitled Path

sta Ave

W 23rd Ave

W 23rd Ave

W 23rd Ave

37

37

W 18th Ave

W 16th Ave

W 15th Ave

N Minnesota St

N Wisconsin St

N Sanborn Blvd

W 15th Ave

Google Earth

Image © 2024 Airbus

1000 ft
Page 200 of 200

Code Enforcement Sidewalk

Write a description for your map.

Legend

- Untitled Path
- Untitled Path



Google Earth

Image © 2024 Airbus

Mitchell



1000 ft

Mitchell

Code Enforcement Sidewalk

Write a description for your map.

Legend

- Untitled Path
- Untitled Path



2025 Proposed Sidewalk

Write a description for your map.

Existing Sidewalk
(Yellow)

Proposed
Sidewalk
(Red)

Proposed Sidewalk
(Red)

Google Earth

Image © 2024 Airbus

300 ft

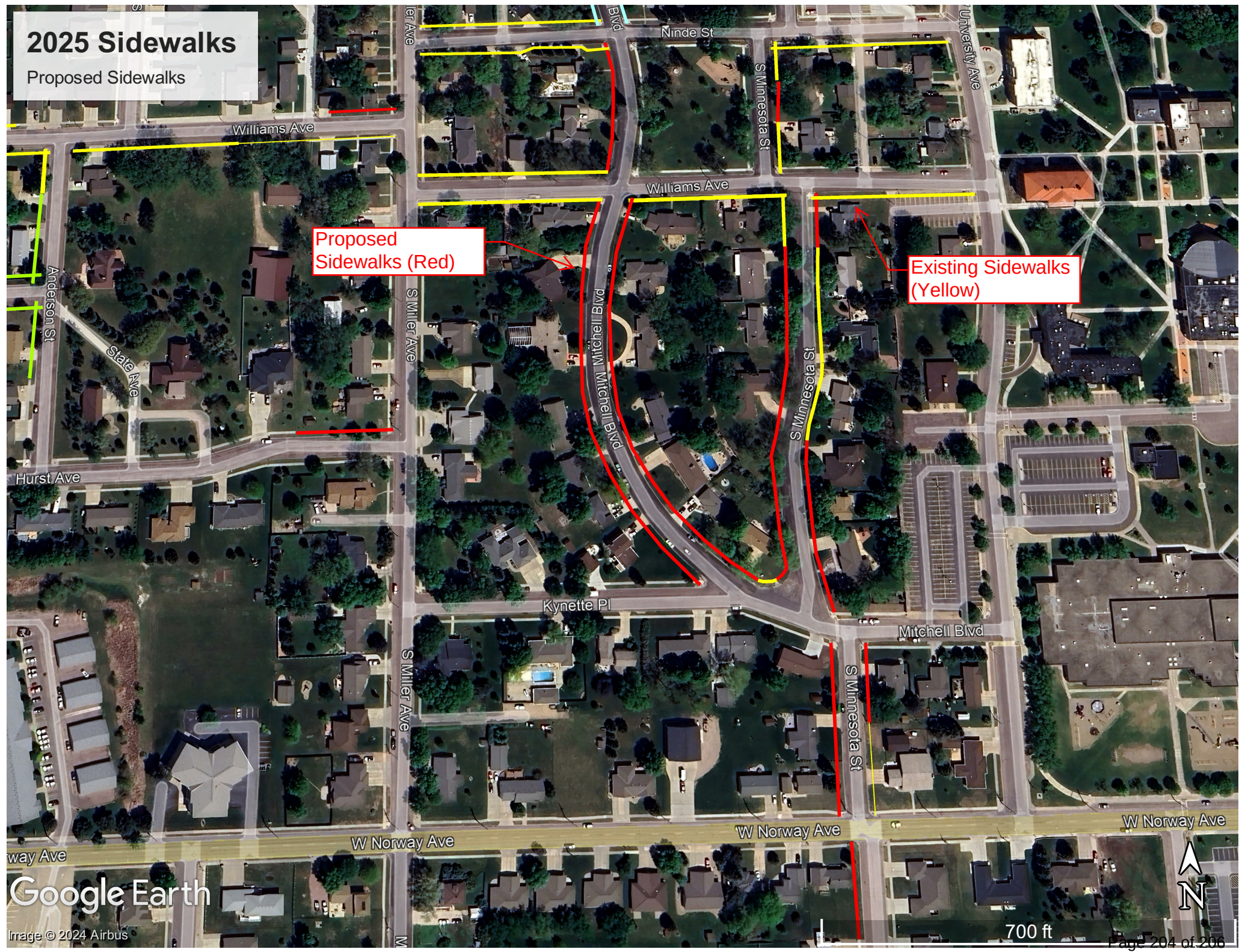
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2025 Sidewalks

Proposed Sidewalks

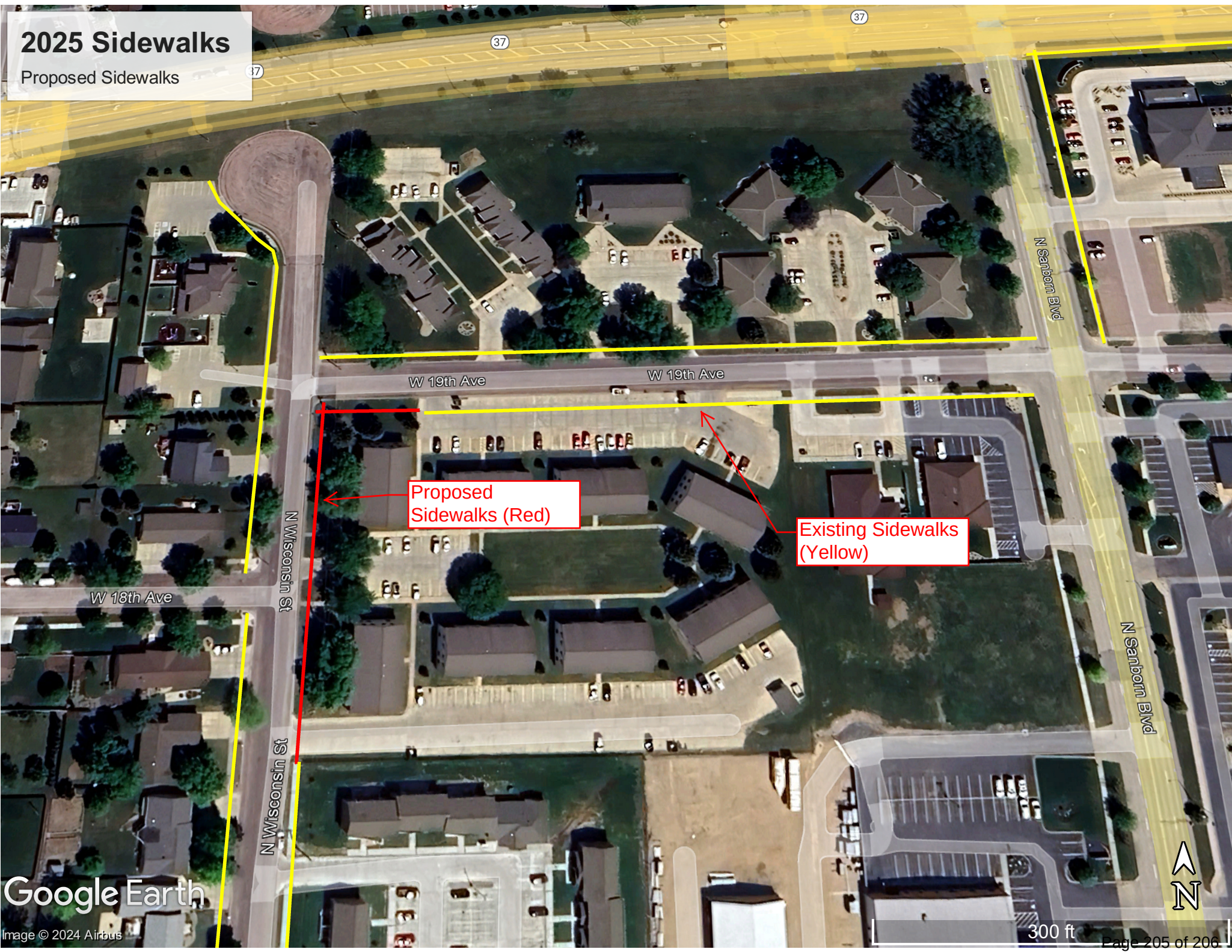
Proposed Sidewalks (Red)

Existing Sidewalks (Yellow)



2025 Sidewalks

Proposed Sidewalks



Proposed Sidewalks (Red)

Existing Sidewalks (Yellow)

Google Earth

Image © 2024 Airbus

300 ft

2025 Proposed Sidewalk

Write a description for your map.



Google Earth

Image © 2024 Airbus