City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
January 21, 2025

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

   A. **City Council Minutes**

   B. **Committee Reports**

   C. **Department Reports**

   D. **MADC Quarterly Report**

   E. **Raffle Permits**

   F. **Surplus Items to be Sold on Purple Wave-Police Department**

   G. **Surplus Items to be Sold on Purple Wave Golf and Cemetery**

   H. **Property Tax Abatement for 2024 Taxes Payable in 2025 for Mitchell Area Safehouse Inc**
      The Property should be tax-exempt-mistake in implementing in computer.

   I. **Change Order #2-Final to Rexwinkel Concrete Inc. for East Spruce Construction Project #2021-39**

   J. **Change Order #1-Final to Schoenfelder Construction for RR & Main Street Sewer Improvement Project #2024-21**

   K. **Change Order #1 to H&W for Water Distribution System Improvements Project #2020-20**

   L. **Set date of February 3, 2025 for Hearing and Action on the Application to Transfer RL-5353 Retail (on-sale) Liquor License from The Back 40 LLC, dba The Back 40, 511 North Main Street to LAB, LLC dba LAB, LLC, 501 S Sanborn Blvd (This License will be inactive)**

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

   N. **Pay Estimates**

   O. **Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize**

Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer

6. **Motion To Approve, Request Public Comment, Roll Call**

7. **Citizens Input**

   If you need to address the Mayor and members of the City Council on an item that was not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will be considered but no action will be taken at this time.

8. **Mayor & City Council Discussion Items**

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

   A. **Hearing and Action on an Application for Ashbrook Trail Apts LP-Conditional Use Permit**

      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.

   B. **Hearing and Action on an Application for Bob Jackson-Variance Permit**

      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.

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

11. **Corn Palace Plaza Expansion Presentation**

12. **Discussion on Corn Palace Seat Replacements**

13. **Action to Approve Agreement #A2025-13, Corn Palace Railings and ADA Seating Architectural Services with Ciavarella Design**

14. **Discussion on Preliminary Design with The Schemmer Associates, Inc. for an estimated Corn Palace Remodeling Project with an estimated budget of $12,000,000**

15. **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)**

16. **Action to Approve Street Light at the Street Shop Compost/Recycling Area**

17. **Action to Approve Amendment #1 to Agreement #A2023-18, Construction Services for North Harmon over Firesteel Creek BIG Grant SN-18-129-061 PCN 09GJ with Brosz Engineering**

18. **Action to Approve Agreement #A2025-03 for Lease-to-Purchase of New Golf Course Grounds and Turf Maintenance Equipment**

19. **Action to Approve Agreement #A2025-04, Equitable Sharing Agreement and Certifcation**

20. **Action to Approve Agreement #A2025-05, James Valley Drug Task Force Joint Powers Agreement**

21. **Action to Approve Agreement #A2025-06, Design Engineering for North Ohlman Street-23rd to Kemper with SPN & Associates**

22. **Action to Approve Agreement #A2025-07, Design Engineering for East 1st Avenue (Burr to Foster) with SPN & Associates**

23. **Action to Approve Agreement #A2025-08, Watershed and Flood Prevention Operations with James River Water Development**

24. **Action to Approve Agreement #A2025-09, 13th & Wisconsin Storm Drainage with McLaury Engineering**

25. **Action to Approve Agreement #A2025-10, AIP Design of Runway 18/38 Reconstruction and Lighting Improvements AIP '34 and Authorize Mayor to Sign**

26. **Action to Approve Agreement #A2025-11, New Landfill Monitoring Project #2025-29 with GeoTek**

27. **Action to Approve Agreement #A2025-12, Old Landfill Monitoring #2025-28 with GeoTek**

28. **Action to Approve Resolution #R2025-07, A Resolution Establishing Water and Sewer Rate Increases for 2025**

29. **Action to Approve Resolution #R2025-04, Plat of Lot 3 of Haley Addition in Government Lot 4 of the NW 1/4 of Section 3, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota**

30. **Action to Approve Resolution #R2025-06, Plat of Lots A, B, and C of Depot Second Addition**

31. **Action to Approve Resolution #R2025-05, Bridge Inspections for 2025 with Brosz Engineering**

32. **Second Reading on Ordinance #O2025-01, Updating Provisions of the Mitchell City Code In Relation To the Use of the Term Fire Marshal**

33. **Motion to Adopt Ordinance #O2025-01, Request Public Comment, Roll Call**

34. **Action to Approve Resolution #R2025-03, A Resolution Amending the 2025 Compensation Plan for the City of Mitchell**

35. **Update on Plans to Present to SHPO for Approval of Future Golf Course**

Improvement Project

36. 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

January 6, 2025
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

OATH OF OFFICE:

Mayor Hanson administered the oath of office to Corn Palace Director Dave Sietsema.

AGENDA:

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

a. City Council Minutes
   1. City Council December 16, 2024
b. Declare items surplus to be auctioned, destroyed, or transferred to another governmental agency
c. Raffle Permits
   1. Pheasants Forever, Pheasant Country with the drawing to be held on October 17, 2025
d. Volunteer Board Appointments
   1. Reappoint Dave Helleloid to the Sports & Events Authority Committee for a term to run from January 2025-December 2027
   2. 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 #1 for South Wastewater Treatment Plant Bid Schedule B Project #2022-01 increasing the contract amount by $13,276.40 to First Rate Excavate adjust contract amount to $632,754.40
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 January 6, 2025
Pay Estimate #50 in the amount of $11,406.32 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group

Pay Estimate #51 in the amount of $6,832.00 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group
Pay Estimate #27 in the amount of $250.00 for West Side Water Tower #2021-03 contracted to SPN & Associates
Pay Estimate #2 in the amount of $35,009.99 for Firesteel Creek NAWCA #2021-14 contracted to Millborn Seeds
Pay Estimate #34 in the amount of $8,081.50 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering
Pay Estimate #17 in the amount of $1,899.50 for Livesay Lane Utilities #2021-25 contracted to Infrastructure Design Group
Pay Estimate #6 in the amount of $150,658.19 for Recycling Building #2021-30 contracted to WS Construction Management
Pay Estimate #25 in the amount of $13,239.49 for Recycling Building #2021-30 contracted to Helms & Associates
Pay Estimate #14 in the amount of $3,395.00 for North Wastewater Treatment Plant Improvements #2021-31 contracted to GeoTek Engineering
Pay Estimate #5 in the amount of $117,189.84 for North Highway 37 Utilities #2021-45 contracted to Michels Road & Stone
Pay Estimate #5 in the amount of $750,248.20 for Waste Water Treatment Plant-Phase II #2022-01 contracted to John T. Jones Construction
Pay Estimate #23 in the amount of $58,895.17 for Waste Water Treatment Plant-Phase II #2022-01 contracted to HDR Engineering
Pay Estimate #3A in the amount of $4,067.50 for Waste Water Treatment Plant-Phase II #2022-01 contracted to GeoTek Engineering
Pay Estimate #18 in the amount of $3,050.00 for Lake Mitchell Jetty & Marina #2023-03 contracted to Brosz Engineering
Pay Estimate #3 in the amount of $921,298.06 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to Halme Inc.
Pay Estimate #18 in the amount of $22,869.28 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to SPN & Associates
Pay Estimate #5 in the amount of $1,484.77 for Hitchcock Pickle Ball Courts #2023-14 contracted to SPN & Associates
Pay Estimate #6 in the amount of $3,035.00 for Hitchcock Pickleball Courts #2023-14 contracted to SPN & Associates
Pay Estimate #5 in the amount of $928.08 for Airport Hangar Design AIP '32 contracted to Helms & Associates
Pay Estimate #1 in the amount of $21,527.99 for Airport Runway 18/36 Reconstruction AIP "34 contracted to Helms & Associates
Pay Estimate #1 in the amount of $5,000.00 for Airport Design Services AIP '35 contracted to Mead & Hunt

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

PAYROLL DECEMBER 8, 2024 – DECEMBER 21, 2024: City Council $3,626.48, Mayor $1,567.54, City Administrator $6,519.23, Administrative Boards $2,325.00, Attorney $5,332.08, Finance $14,445.36, Human Resources $4,392.73, Municipal Building $3,451.76, Information Technology $3,286.77, Police $76,854.19, Traffic $4,600.75, Fire $41,286.25, Street $34,367.20, Public Works $25,399.97, Cemetery $5,442.94, Animal Control $2,390.26, Library $18,699.70, Recreation & Aquatics $7,391.77, Recreation Center $19,356.28, Sports Complexes $10,798.22, Parks $13,454.76, Supervision $4,205.31, Corn Palace $20,095.01, E911 $26,270.26, Palace Transit $32,289.30, JVCC $2,152.70, Nutrition $4,632.22, Airport $2,540.81, Water Distribution $14,657.22, Sewer $14,873.22, Recycling Program $7,736.82, Waste Collection $6,798.51, Landfill $9,740.02, Golf Course $4,203.44, Emergency Medical Services $35,934.30

NEW HIRES:

CORN PALACE: Joshua Kurtenbach-$13.70, David Sietsema-$95,209.00, Austin Vobr-$11.70

PALACE TRANSIT: Arthur DeGelder-$21.394

SALARY ADJUSTMENTS:

FIRE: Joseph Dolezal-$31.931

POLICE: Peter Arnold-$36.850, David Briesemeister-$28.773, Austin Resick-$33.376

RECREATION CENTER: Thomas Gulledge-$34.733

STREET: Jason Dicus-$26.336

WATER DISTRIBUTION: Robert McCardle-$24.569

TERMINATIONS:

LIBRARY: Dennis Geidel

JANUARY 1, 2025 SALARIES:

The following is a listing of the salaries for elected officials and full-time employees of the City of Mitchell for the year 2025. Please note that salaries are shown as hourly wages unless the individual fills an exempt position:

COUNCIL: Marty Barington-$12,140.00, Mike Bathke-$12,140.00, John Doescher-$12,140.00, Tim Goldammer-$12,140.00, Kevin McCardle-$12,140.00, Dan Sabers-$12,140.00, Jeffrey Smith-$12,140.00, Susan Tjarks-$12,140.00.

MAYOR: Jordan Hanson-$41,979.00.

CITY ADMINISTRATOR: Stephanie Ellwein-$173,979.00

ADMINISTRATIVE BOARD: Aaron Hieb-$63,509.00

INFORMATION TECHNOLOGY: Andrew Schneider-$89,780.00

ATTORNEY: Justin Johnson-$145,648.00

BUILDING MAINTENANCE: Kevin Dykes-$25.561, Melissa Hobaugh-$19.769

CORN PALACE: David Sietsema-$98,065.00, Craig Stucky-$64,779.00, Kathy Hanks-$24.581, Jeffrey Hanson-$33.711, Michael Leach-$23.615, Diane Mutziger-$26.607

PALACE TRANSIT: Jonathan Gamber-$23.853, Theresa Horsemanko-$22.477, Wanda Graves-$64,811.00, Andrea Hamilton-$75,124.00, Jacquelyn High-$25.812, Karol Iburg-$25.819, Kevin Kline-$22.477, Tracy Sprinkel-$23.385, George Streetman-$23.385, Don Trebel-$24.330, Dale Star-$28.779

JVCC: Jessica Pickett-$117,197.00, Amy Hurt-$31.775

E-911: Elizabeth Adema-$24.087, Mary Aronson-$33.066, Kathleen Brink-$33.066, Kyleena Dumas-$32.418, Emma Farley-$23.615, Megan Lynde-$24.569, Heather Merry-$25.060, Dawn Niehoff-$80,525.00, Courtney Pella-$23.615, Nicole Peterson-$24.569, Kalla Sauvage-$24.569

FIRE DEPARTMENT: Justin Adams-$30.399, Michael Bartell-$21.715, Paul Bernard-$22.149, Tiffany Boehmer-$26.464, Mason Bruns-$24.937, Chad Cody-$32.243, Zachary Dalrymple-$32.243, Joseph Dolezal-$33.546, Matt Geidel-$23.505, Tristian Johnson-$24.937, Hunter Lehman-$24.449, Brandon Manchester-$26.464, Colt Mayfield-$24.937, Cole Palmer-$22.592, Daniel Pollreisz-$114,871.00, Brendan Poore-$21.715, Joel Reiter-$22.149, Luke Ruml-$27.540, Thomas Schaffner-$27.540, Andrew Shank-$29.218 Abigail Squier-$22.592, Carter Star-$24.449 Benjamin Tegethoff-$23.969, McKenzy Young-$25.945

EMS: Jaclyn Larson-$31.767, Shannon Sandoval-$41.064

FINANCE: Michelle Bathke-$126,796.00, Marilyn Jansen-$28.786, Jeri Mickelson-$24.569, Erika Miller-$27.119, Janice Peterson-$29.949, Cynthia Roth-$93,408.00

GOLF COURSE: Jason Gunnare-$85,413.00, Alex Dagan-$25.060

CEMETERY: Doug Cunningham-$24.087, Aaron Willis-$35.073

HUMAN RESOURCES: Elizabeth Kitchens-$102,027.00

LIBRARY: Michele DeVries-$33.719, Kevin Kenkel-$96,165.00, Megan Davids-$27.675, Max Velasquez-$28.772, Jean Patrick-$33.711, Rachel Soulek-$27.675

POLICE DEPARTMENT: Cole Albaugh-Edgecomb-$30.833, Niko Arnold-$32.079, Peter Arnold-$38.714, John Badker-$39.104, Andrew Becker-$35.766, Davis Briesemeister-$30.229, Bradley Buysse-$42.733, Tylor Cassingham-$30.229, Cierra Dailey-$30.229, Ryan Erickson-$27.119, Daniel Fechner-$42.733, Bryce Fuchs-$31.450, Sawyer Gibson-$39.476, Wyatt Hunt-$30.833, Dean Knippling-$119,482.00, Daniel Kopfmann-$39.104, William Lutjen-$33.375, Patrick Marler-$39.104, Kyle McLaughlin-$38.705, Crystal Reitzel-$27.132, Austin Resick-$35.065, David Sarne-$38.705, Justin Stoltenburg-$32.721, Casey Tegethoff-$88,842.00, Tyler Urban-$32.721, Seth VanDen Hoek-$31.450, Paul Wilson-$39.104

TRAFFIC: Joshua Harvey-$33.375, Jim Cranny-$26.066

RECREATION & AQUATICS: Kevin DeVries-$98,112.00, Jamie Henkel-$37.964

RECREATION CENTER: Todd Cavanaugh-$34.385, Christina Cranny-$28.793, Adam Fosness-$22.258, Thomas Gulledge-$36.490, Shawn Lachnit-$24.087

SPORTS COMPLEXES: Jeremy Nielsen-$85,413.00, Roger Prewett II-$30.541, Jesse Schlimgen-$25.561, Nolan Tegels-$25.060

PARKS: Brady Andera-$25.561, Lewis Bruske-$25.060, Bradley Gates-$31.151 Steven Roth-$90,641.00, Tyler Vetch-$27.668, Myles Brewster-$23.615

PARKS, RECREATION & FORESTRY SUPERVISION: Kevin Nelson-$114,871.00

PUBLIC WORKS: JoElle Dammann-$83,738.00, Joseph Galpin-$33.711, Deb Hanson-Sudbeck-$31.782 John Hegg-$85,413.00, Mark Jenniges-$83,738.00 Terry Johnson-$108,350.00, Joseph Schroeder-$131,918.00, Jon Thurman-$29.935

AIRPORT: Daniel London-$69,403.00

STREET: Steve Anderson-$40.674, Connor Carlson-$25.060, Gavyn Degen-$23.615, Jason Dicus-$27.688, Randall Hanten-$34.059, Nathan Hegg-$36.849, Jeffrey Hurt-$30.243, Spencer James-$25.060, Luke Nagel-$27.940, Pamela Punt-$28.786, Kevin Roth-$104,092.00, Jason Tuttle-$33.391 James Zard-$26.072, Mark Zard-$27.119

LANDFILL: Tia Dorsey-$21.394, Clayton Moore-$33.391, Leo Paul Roy-$25.306, Jaylon Tollefson-$39.095

RECYCLING: Travis Platt-$28.222, David Schulte-$31.159, Troy Sipes-$30.548

WASTE COLLECTION: Walter Davis-$24.569 Michael Dufek-$33.391, Travis Hohrman-$28.215

WATER DISTRIBUTION: Ryland DeVries-$23.157 Robert McCardle-$25.812, Tylor Peterson-$40.674, Thomas Schuman-$33.383, Kevin Sibson-$32.087, Jon Vermeulen-$108,298.00

WASTEWATER: Brian Daughters-$33.383, Thomas Holleman-$30.841, Joseph King-$24.810, Connor Davis-$21.394, Eugene Wagaman-$40.674

WARRANTS: A&B Business Solutions, Contract-$4,050.38; AT Emblem, Supplies-$3,030.00; AAA Collections, Collections Fees-$430.38; Acrisure Midwest Partners, Notary Bond-$50.00; Advance Auto Parts, Supplies-$112.55; AFLAC, Aflac Withholding-$10,859.88; AFSCME Council 65, Union Dues-$504.00; Altec Industries, Maintenance-$999.41; Amazon Capital Services, Supplies-$4,305.54; American Legal Publishing, Web Hosting Fee-$500.00; Andrew Shank, Training-$100.00; Arctic Refrigeration, Repair-$106.00; Automatic Building Control, Monitoring-$702.00; Avera Occupational Medicine, Physicals-$1,850.00; Avera Queen of Peace, Supplies-$148.32; Bailey Metal Fabricators, Maintenance-$227.28; Baker & Taylor, Books-$272.26; Barr Engineering, 2021-20 P.E. #PH2-34-$8,081.50; Best Western Ramkota Hotel, Travel-$219.00; Big Daddy D's, Contract Services-$4,498.80; Blackstone Publishing, Audiobooks-$31.99; Bound Tree Medical, Supplies-$2,799.99; Broad Reach, Books-$279.68; Brosz Engineering, 2023-3 P.E. #18-$3,050.00; Butler Machinery, Supplies-$486.94; C&B Operations, Supplies-$403.38; Cengage Learning Inc/Gale, Book-$65.99; Central Electric, Utilities-$3,908.00; Chesterman, Supplies-$630.80; CHR Solutions, Mailings-$3,784.99; CHS Farmers Alliance, Supplies-$11,763.08; City of Mitchell, Utilities-$30,375.39; City of Mitchell, Golf Course Deductions-$1,291.28; City of Mitchell, Recreation Deductions-$ 2,493.36; Civicplus, Annual Fee-$13,411.65; Column Software, Ordinance-$1,079.66; Core & Main, Supplies-$742.50; Core-Mark Midcontinent, Supplies-$1,886.90; Corn Palace, Rental-$725.98; Custom Outfitters Plus, Supplies-$60.00; Dakota Mainstem, Annual Base Charge-$6,912.75; Dan London, Reimbursed-$65.00; Dance Expressions, Game Money-$2,985.93; Davison County Treasurer, Licensing Truck-$53.40; Delta Dental Plan of South Dakota, Dental Insurance-$16,548.70; Department of Social Services, Child Support-$633.69; Dick's Body Shop, Repair-$95.00; Elfstrand's Ace Hardware, Supplies-$443.27; Eric Hieb, Base Contract-$5,222.49; ETix, Ticketing Fees-$106.35; Eurofins Environment Testing, Testing-$2,446.00; Farm & Home Publishers, Supplies-$411.00; First Dakota National Bank, Antach/MHA-TID #19-$12,584.43; First National Bank Omaha, Supplies-$7,190.04; Fisher Scientific, Supplies-$270.56; Fleetpride, Supplies-$953.16; Frontier Precision, Annual Software Renewal-$1,615.50; Geotek Engineering & Testing, 2021-31 P.E. #14-$7,402.50; Grainger, Supplies-$329.08; Halme, 2023-6 P.E. #3-$921,298.06; Hanson Public Foundation, Sports Authority Promo-$3,000.00; Hawkins, Supplies-$80.00; HDR Engineering, 2022-1 P.E. #23-$58,895.17; Helms and Associates, 2021-30 P.E. #25-$35,695.56; Henry Schein, Supplies-$511.20; Honda of Mitchell, Supplies-$91.46; Howes Oil, Supplies-$16,570.97; Infrastructure Design Group, 2020-20 P.E. #50-$20,137.82; Ingram Library Services, Books-$1,788.31; Innovative Office Solution, Supplies-$89.76; Interstate Office Products, Supplies-$218.10; Jason Tuttle, Reimbursed-$20.05; John T Jones Construction, 2022-1 P.E. #5-$750,248.20; Johnson Controls, Maintenance-$4,906.98; Jones Supplies, Supplies-$511.80; Knowbe4, Subscription-$3,378.46; Laerdal Medical, Supplies-$12,464.47; Lakeview Books, Books-$141.94; Larry's I-90 Service, Supplies-$29.89; Lawson Products, Supplies-$1,042.16; Leads Online, Renewal-$3,396.00; Luke Nagel, Reimbursed-$100.53; Make it Mine Designs, Maintenance-$539.13; McLeod's Printing, Supplies-$50.49; Mead & Hunt, AIP 35 Airport P.E. #1-$5,000.00; Meierhenry Sargent, CW-10 Bond Counsel-$65,000.00; Menard's, Supplies-$1,327.31; Menning Excavating, Maintenance-$7,699.94; Michels Road & Stone, 2021-45 P.E. #5-$117,189.84; Microsoft, Subscription-$910.00; Midcontinent Communication, Utilities-$109.89; Midwest Oil, Maintenance-$190.41; Midwest Turf & Irrigation,

Supplies-$278.96; Millborn Seeds, 2021-14 P.E. #2-$35,009.99; Millennium Recycling, Single Stream Fee-$1,465.00; Minnesota Valley Testing, Lab Fees-$56.00; Mitchell Barbershop Chorus, Entertainment-$100.00; Mitchell Iron & Supply, Supplies-$269.59; Mitchell Pickleball, Sports Authority Promo-$2,500.00; Mitchell Prehistoric Indian Village, 2025 1st Quarter Allocation-$4,750.00; Mitchell Republic, Subscription-$280.69; Mueller Lumber, Supplies-$57.66; Muth Electric, Repair-$10,715.71; Myles Brewster, Reimbursed-$86.75; Napa Central, Supplies-$147.60; Nate Hegg, Supplies-$250.00; ND Country Fest, Sports Authority Promo-$7,500.00; Northern Truck Equipment, Supplies-$5,651.00; Northwestern Energy, Utilities-$25,209.16; Northwestern Energy, Repair-$2,356.19; Office Advantage, Supplies-$110.00; Opg-3, Annual Fees-$6,789.32; Overdrive, Ebooks-$2,094.89; Palace City Recreation, Maintenance-$200.00; Paulson Sheet Metal, Maintenance-$159.30; Peterbilt of Sioux Falls, Supplies-$304.99; Pfeifer Implement, Supplies-$84.72; Playon, Board Project-$4,995.00; Premier Pest Control, Pest Control-$525.00; Qualified Presort, Postage-$486.67; Rexwinkel Concrete, Maintenance-$8,484.76; Riverside Technologies, Ground Storage-$2,596.00; Roger Prewett II, Reimbursed-$115.00; Runnings Supply, Supplies-$3,120.14; Saber Shred Solutions, Maintenance-$16,544.00; South Dakota Ambulance Association, Annual Dues-$75.00; South Dakota Municipal League, Annual Membership-$10,108.00; South Dakota Public Assurance Alliance, Insurance Additional Coverage-$5,924.89; South Dakota Retirement System, Retirement Contributions-$130,637.98; South Dakota-Supplemental Retirement, Supplemental Retirement-$13,731.21; South Dakota-Supplemental Roth 457, Roth 457 Contributions-$2,092.50; South Dakota Municipal League, Work Comp Renewal-$144,351.00; Sign Pro, Supplies-$78.00; Sign Solutions USA, Supplies-$68.26; Smart Apple Media, Books-$175.78; South Dakota 811, Messaging Fees-$215.25; Spectacular Quilting, Supplies-$13.99; SPN & Associates, 2021-3 P.E. #27-$27,639.05; Standard Insurance, Life Insurance-$2,446.44; Staples, Supplies-$122.74; Storey Kenworhty/Matt Parr, Laser Tax Forms-$564.57; Streicher's-Minneapolis, Supplies-$1,128.17; Sturdevants Auto Value, Supplies-$1,162.95; Sun Gold Sports, Supplies-$422.15; Thomas L Price, Screening-$350.00; Thune True Value & Appliance, Supplies-$703.56; TMA Stores, Repair-$1,359.08; Traffic Control, Supplies-$1,590.00; Transource, Supplies-$1,705.93; Tyler Technologies, Annual Fee-$52,163.19; UPS Store #4227, Shipping Fees-$353.51; Verizon Wireless, Utilities-$340.19; Vern Eide Ford, Supplies-$22.60; Vestis, Professional Service-$295.90; WS Construction Management, 2021-30 P.E. #6-$150,658.19; South Dakota Department of Revenue, Sales Tax Payment-$14,776.75

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

MAYOR & CITY COUNCIL DISCUSSION ITEMS:

Mayor Jordan Hanson stated the rental inspection task force met today for the first time and discussed multiple items and the next steps to move forward.

Council Member Kevin McCardle thanked Miedema Sanitation for setting out the dumpster for extra garbage on Christmas Day.

Council Member Kevin McCardle asked about the timeline on bids for the pickle ball courts, McCardle was assured it would not be pushed back another season.

Council Member Kevin McCardle addressed the 'Good Old Boys' newspaper article. McCardle stated he has been approached by the public and it is bad for the city.

Council Member Tjarks stated she would like to see a design and cost estimate from Schemmer at the next meeting for Corn Place updates and improvements.

BOARD OF ADJUSTMENT:

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

Moved by Goldammer, seconded by Tjarks, to set date for January 21, 2025 on the following applications:

Ashbrook Trail Apartment Limited Partnership for a conditional use permit for multi-family dwellings of more than 24 units located in the 2100 block of North Minnesota Street, legally described as Block 1 except North 345' and except Lot 1, Block 1 of Fullerton Properties First Addition, City of Mitchell, Davison County, South Dakota; and

Bob Jackson for a variance for combination of attached and detached accessory buidings 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 located in the 1800 block of Charles Avenue, legally described as the East 50' of Lot 4 and all of Lot 3, Block 6 of the Woods First Addition, a subdivision of the E ½ of the SW ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Motion carried.

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

CONSIDER APPROVAL:

Moved by Goldammer, seconded by Bathke, to approve the official depositories for 2025. Smith abstained. Motion carried.

AWARD BID:

Bids were opened and read on 2nd/4th & Main Streetscape Improvements Project #2023-21 on the 18th day of December, 2024. Moved by Tjarks, seconded by Barington, to award, as follows:

2nd/4th & MAIN STREETSCAPE IMPROVEMENTS
PROJECT #2023-21

Schoenfelder Construction, 3131 West Havens Avenue, Mitchell, SD 57301

Total Bid $936,218.29

Motion carried.

CONSIDER APPROVAL:

Moved by McCardle, seconded by Barington, to leave the $10 spring cleanup collection fee in place. Bathke and Goldammer voted nay. Motion carried.

Moved by Tjarks, seconded by Barington, to approve the additional tree removal adjacent to the Highway 37 Project in the amount of $6,000.00 by Runge Enterprises and for city crews to haul away and dispose. Motion carried.

Moved by Smith, seconded by Tjarks, to approve Amendment #2 to Agreement #A2021-11, Wastewater Plant Improvement Project #2021-31 with HDR Engineering in the amount of $55,175.00. Motion carried.

Moved by Bathke, seconded by Barington, to approve Amendment #1 to Agreement #A2022-18, 1st/7th & Main Traffic Signals Project #2022-8 with HR Green in the amount of $12,900.00. Doescher and Sabers voted nay. Motion carried.

Moved by McCardle, seconded by Bathke, to approve Amendment #1 to Agreement #A2024-32, Pickleball Courts Engineering Services Project #2023-14 with SPN & Associates in the amount of $9,500.00. Motion carried.

Moved by Goldammer, seconded by McCardle, to approve Agreement #A2025-01, EPA Risk Management Plan Project #2025-03 with HDR Engineering for a compliance audit for the chlorine system at the water treatment plant in the amount of $5,200.00. Motion carried.

Moved by McCardle, seconded by Tjarks, to approve Agreement #A2025-02, 2nd/4th & Main Streetscape for Construction Services Project #2023-21 with McLaury Engineering in an amount not to exceed $164,400.00. Motion carried.

RESOLUTIONS:

Moved by Smith, seconded by Goldammer, to approve Resolution #R2025-01, Landfill Scraper Grant Application, as follows:

RESOLUTION #R2025-01
AUTHORIZING SUBMISSON 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.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Bathke, to approve Resolution #R2025-02, A Resolution Amending the 2025 Compensation Plan, as follows:

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:

APPOINTED/ HIRED FULL TIME POSITIONS

Dept	Job Title	Wage Grade	FLSAStatus
CP	Assistant Corn Palace Director	19	E
~~CP~~	~~Box Office/Concessions Supervisor~~	~~16~~	~~E~~

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Sabers, seconded by Barington, to place Ordinance #O2024-14, Updating Hours of Operation for Medical Cannabis Dispensaries on second reading. Motion carried. Moved by Barington, seconded by Goldammer, to adopt Ordinance #O2024-14, Updating Hours of Medical Cannabis Dispensaries, as follows:

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.

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

Moved by Goldammer, seconded by Tjarks, to place Ordinance #O2025-01, Updating Provisions of the Mitchell City Code in Relation to the Use of the Term Fire Marshal on first reading. Motion carried.

DISCUSSION:

Discussion on replacing seating on the west side of the Corn Palace took place. Mayor Hanson currently has multiple styles of chairs to consider. Mitchell resident Jeff Logan suggested that chair samples should be looked at from more than one company. Mayor Hanson stated that additional samples of seating would be ordered and considered. A plan will be brought back by the February 3rd City Council meeting.

Discussion took place regarding the Northwest Railroad Shared Use Path. The current path is roughly 8-10 feet wide. The proposal would be to pave the path 9' wide and add glow in the dark stones in the asphalt installation. Members of the public spoke regarding the proposal and would rather have the money spent on more connecting trails around the lake and the city than for this project.

Engineering Project Supervisor Terry Johnson reviewed code enforcement areas for those properties that did not install their sidewalk as part of the ordinance for new construction since 1992.

EXECUTIVE SESSION:

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

Mayor Hanson declared the board out of executive session at 10:14 p.m. and the City Council to reconvene in regular session at 10:15 p.m.

ADJOURN:

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

Michelle Bathke

Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

Planning Commission 12-9-24
City Council Chambers, City Hall, 612 N. Main Street
December 9, 2024

1. Call to Order
Chairperson Genzlinger called the December 9, 2024 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

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

3. Declaration Of Conflicts Of Interests
None.

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

5. Approval of Previous Minutes: November 25, 2024
Motion by Osterloo, seconded by Schreurs to approve the proposed minutes of the November 25, 2024 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: January 13, 2025
Motion by Jirsa, seconded by Osterloo to set the date for the next Planning Commission Meeting for January 13, 2025. All present voting aye; motion carried.

7. Plan Approval: MAD Garage LLC
Jenniges gave an overview of the project and reminded the board this goes along with TIF 39. The applicant has submitted their sight layout including parking, drainage and future plans. The applicant was not present to answer questions.

Schmitz questioned if the nuts and bolts portion of the plan would be approved by the building inspector, to which was answered yes. Genzlinger was wondering the same about the building footprint and code requirements for that. Schroeder noted that this is under the square foot required to require an architect to stamp the plans but all of that will be reviewed by Hegg.

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

8. Plat: CJM Consulting Inc

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.

Jenniges reminded the board of Lot 4 that was approved at the last meeting direct to the west of this plat. This plat follows the master plan and meets the requirements for R4 zoning. The applicant was not present to answer questions.

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

9. Other Business:

None.

10. Public Input:

None.

11. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:05 P.M.

_____

Kevin Genzlinger
Planning Commission Chairperson

Planning Commission 1-13-25
City Council Chambers, City Hall, 612 N. Main Street
January 13, 2025

1. Call to Order

Chairperson Genzlinger called the January 13, 2025 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

Motion by Schmitz, seconded by Havlik to approve the proposed agenda. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

5. Approval of Previous Minutes: December 9, 2024

Motion by Osterloo, seconded by Sonne to approve the proposed minutes of the December 9, 2024 Planning Commission Meeting. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

6. Schedule Next Meeting: January 27, 2025

Motion by Osterloo, seconded by Havlik to set the date for the next Planning Commission Meeting for January 27, 2025. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

7. Plat: Palace Brewing LLC

Plat of Lots A, B, and C of Depot Second Addition to the City of Mitchell, Lying in the NE 1/4 of the SE 1/4 of Section 21, and in the NW 1/4 of the SW 1/4 of Section 22, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges explained the board has seen a similar version of the plat but some of the dimensions changed but not the legal description therefore it has to come before the boards again. Also the previous plat with this legal was never filed. The applicant was not present to answer questions.

Motion by Havlik, seconded by Schreurs to approve the plat. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

8. Conditional Use Permit: Ashbrook Trail Apartments Limited Partnership

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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one response with concerns over traffic and parking that made the packet and one response with concerns over traffic and pedestrian walking that did not make the packet but was handed out at the meeting. The applicant was present to answer questions.

Joan Franken explained this will be a 43 unit senior (over 55) living apartment complex consisting of 27 one bedroom apartments and 16 two bedroom apartments. The current layout shows access only from Minnesota Street and not Wisconsin Street. There is enough room for fire trucks to turn around in the 65 stall parking lot. She has units in Sioux Falls, Aberdeen and Mitchell. Grandview are the apartments in Mitchell currently. She stated only about 65% of tenants have vehicles and the average age is 70 to 75 years old. She does not anticipate a lot of vehicle traffic out and about at peak times of 8 and 5.

Genzlinger stated he believes this is a good location for the project as the lot has sat empty for many years.

Jirsa had a question on how they can limit the age of the tenants. Franken explained the program they are enrolling in is a federal and state housing program which allows them to decide at the beginning of the project. There is a 40 year deed restriction that keeps it as a senior (55 and older) apartment. There can also be a 62 year old restriction but that is more along the lines of congregate care facilities.

Gopal Vyas is the managing partner of Countryside Living. He stated their concern is in regard to vehicles on Wisconsin St, both moving and parked. He also wants to make sure their is beautification done with the construction. He said he researched the project online since there was no material provided with the CUP application and found different room numbers for this project. Also, he questioned how the apartment will be built for stories. The applicant stated there could have been some misinformation from when the market rate publication was completed. She reiterated it will be a 43 unit apartment complex. This will be a three story above grade apartment.

Schroeder noted the city landscape ordinance that will need to be followed. Also noted that there is no curb and gutter on Wisconsin St at this time so no sidewalk would be required but

the city could study the area and that could happen in the future. Genzlinger had some concerns about no sidewalk to the north of this project on Minnesota St. Jenniges noted that had been discussed at a council meeting prior to this application and a possible assessment project for that sidewalk being installed.

Motion by Schmitz, seconded by Jirsa to recommend approval of the conditional use with the condition of no vehicular access from Wisconsin Street. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

9. Plat: Michael & Jean Haley Joint Revoc Trust

Plat of Lot 3 of Haley Addition in Government Lot 4 of the NW 1/4 of Section 3, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges explained this lies outside city limits but within the ETJ so therefore it is city's zoning jurisdiction. County Planning Commission has approved the plat and their county commission will hear it at their next meeting. The applicant was not present to answer questions.

Motion by Havlik, seconded by Osterloo to approve the plat. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

10. Variance Permit: Bob Jackson

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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were three response in favor that made the packet and one in favor that did not make the packet. Jenniges said the applicant owns a portion of the legal description and has a purchase agreement on the other portion contingent to the variance being approved. The applicant will be building on a lot and a half which will be a parcel of 150' wide. He would like to have the attached garage at the requested size to be able to store all of his vehicles, trailers and equipment in as well as room for a shop for hobby projects. He will also have a yard shed in the rear of the lot. The applicant was present to answer questions.

Bob Jackson stated he would like to be able to park his cars and trailers inside. He wants to keep the place looking nice.

Genzlinger question if he will be doing any wrenching for customers to which was answered no, just for his projects.

Schreurs stated he lives in the neighborhood and is happy to hear nothing will be parked outside.

Motion by Havlik, seconded by Schmitz to recommend approval of the variance. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

11. Other Business:
None.

12. Public Input:
None.

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

_____
Kevin Genzlinger
Planning Commission Chairperson

Community Services Board
City Council Chambers, City Hall, 612 N. Main Street
January 9, 2025

1. Call to Order

Jay Larson called the January 9th, 2025, Community Services Advisory Board Meeting to order at 10:00am.

2. Roll Call

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

3. Approval of the Agenda

A motion was made by Jan Quenzer second by Cole Morgan to approve the agenda. All members present voting aye, motion carried.

4. Approve Minutes From Previous Meeting

A motion was made by Wendy Linke second by Jan Quenzer to approve the last meeting minutes. All members present voting aye, motion carried.

5. Accounts Receivable Software

We are transitioning from Quick Books to Incode for our accounts receivable. Incode is currently being used for our timesheets and accounting. With using Incode clients will be able to pay their bill online.

6. Staffing

For Transit we have hired 2 part-time bus drivers and 3 part-time van drivers. Jessica will be doing interviews for a Transit Operations Supervisor to replace Andrea. A part-time JVCC Activities Coordinator has been hired to replace Kim.

7. Scheduling Software

Homebase will be the new scheduling software used to make schedules, request time off, and clock in and out. It is installed on the tablets, computers, and an app on their phones.

8. Transit Wait Times

Wait times continue to be an issue with the new Palace Transit Software. If passengers would schedule their return time instead of having a will call, that would help eliminate the wait times.

If a return ride is not scheduled when the original appointment is made the passenger could wait up to two hours for a ride.

9. Driver Training Update

Some of the training that the Palace Transit Drivers are doing is Winter Weather, Wheelchair Securement, and General Operating Updates.

10. State Transit Software

Palace Transit is switching from Thing Tech to Black Cat for all reporting, grant applications, financials, maintenance, and DOT communication & updates.

11. Bus Accident

On November 25 one of our newer busses, that just had new advertising put on, was involved in an accident. The bus was driving west on 7th street when another vehicle failed to stop at the stop sign on Kimball hitting the passenger side of the bus. There were no injuries, but the bus had to be towed to Dicks and later to Forman's in Miller. They will fix the side of the bus, do body work, and fix the rear axle.

12. Snowflakes

We have collected $9250.00 in donations to the Adult Nutrition Program. The goal was $8,872.00, which would be a full meal ticket to 102 clients. We will continue to collect donations all year long.

13. Kitchen Freezer

One of our two-year-old freezers had the compressor go out. The compressor was under warranty yet through Webstraunt Store, so we just had to pay for labor costs.

14. United Way Funds

JVCC was rewarded $7,000 in United Way Funds, and Nutrition was awarded $1,000 and MVP was awarded $3,000.

15. Citizens Input

No citizens input to record.

16. Department Reports and Updates

A. Palace Transit

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

B. Adult Nutrition

Board members were given the November and December Nutrition Reports. For this fiscal year we are down compared to last year and to projections. Meal counts are down due to the Parkston meal site being closed. We are getting new clients for the Second Meals and the Dine Card daily.

C. Mitchell Volunteer Program

We currently have 123 volunteers enrolled in the Mitchell Volunteer Program. The report given to the board members show the non-profits in the community that the volunteers helped with in November and December.

D. James Valley Community Center

The JVCC has their After the Holidays Party today with the Barbershop Harmony Chorus, bingo, quilt raffle, hot chocolate and cookies, and door prizes. The JVCC Event Activity Report was given to board members with holiday events and activities included. The JVCC Membership Card has new businesses on their discount card for members.

17. Schedule Next Meeting

We will not be having a meeting in March. The next meeting will be May 8th, 2025.

18. Adournment

The meeting was adjourned by Jay Larson at 10:34am.

CITY OF MITCHELL
1ST and 2ND PENNY SALES TAX

QUARTERLY COLLECTION HISTORY

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

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2010	**4,742,773.61**	6.50%	1,004,206.79	996,391.49	1,175,091.40	1,567,083.93
2011	**4,916,440.28**	3.66%	998,091.40	1,176,128.73	1,307,903.85	1,434,316.30
2012	**5,368,608.63**	9.20%	1,143,164.57	1,218,120.94	1,418,090.62	1,589,232.50
2013	**5,213,186.08**	-2.89%	1,136,426.56	1,191,087.68	1,399,370.45	1,486,301.39
			-0.59%	2,327,514.24. -1.43%	3,726,884.69. -1.41%	5,213,186.08 -2.89%
2014	**5,408,745.24**	3.75%	1,132,139.50	1,177,315.69	1,503,870.05	1,595,420.00
			-0.37%	2,309,455.19. -0.78%	3,813,325.24 2.32%	5,408,745.24 3.75%
2015	**5,560,346.84**	2.80%	1,246,307.22	1,111,031.77	1,542,948.86	1,660,058.99
			10.08%	2,357,338.99 2.07%	3,900,287.85 2.28%	5,560,346.84 2.80%
2016	**5,471,800.14**	-1.59%	1,121,498.95	1,189,015.16	1,640,952.14	1,520,333.89
			-10.01%	2,310,514.11 -1.99%	3,951,466.25 1.31%	5,471,800.14 -1.59%
2017	**5,472,944.38**	0.02%	1,168,606.89	1,172,899.95	1,719,455.47	1,411,982.07
			4.20%	2,341,506.84 1.34%	4,060,962.31 2.77%	5,472,944.38 0.02%
2018	**5,724,840.89**	4.60%	1,336,167.88	1,130,017.30	1,793,804.79	1,464,850.92
			14.34%	2,466,185.18 5.32%	4,259,989.97 4.90%	5,724,840.89 4.60%
2019	**5,645,323.19**	-1.39%	1,295,844.66	1,108,413.91	1,729,191.09	1,511,873.53
			-3.02%	2,404,258.57 -2.51%	4,133,449.66 -2.97%	5,645,323.19 -1.39%
2020	**5,615,768.74**	-0.52%	1,282,714.51	1,054,141.12	1,780,199.71	1,498,713.40
			-1.01%	2,336,855.63 -2.80%	4,117,055.34 -.40%	5,615,768.74 -.52%
2021	**6,187,725.34**	10.18%	1,264,770.83	1,255,519.24	2,026,764.68	1,640,670.59
			-1.40%	2,520,290.07 7.85%	4,547,054.75 10.44%	6,187,725.34 10.18%
2022	**6,775,812.09**	9.50%	1,484,890.62	1,621,947.17	1,847,020.72	1,821,953.58
			17.40%	3,106,837.79 23.27%	4,953,858.51 8.95%	6,775,812.09 9.50%
2023	**7,250,061.70**	7.00%	1,593,252.54	1,709,516.39	1,994,129.14	1,953,163.63
			7.30%	3,302,768.93 6.31%	5,296,898.07 6.92%	7,250,061.70 7.00%
2024	**7,658,645.68**	5.64%	1,755,977.81	1,525,978.27	2,292,687.17	2,084,002.43
			10.21%	3,281,956.08 -0.63%	5,574,643.25 5.24%	7,658,645.68 5.64%

CITY OF MITCHELL

1ST & 2ND PENNY SALES TAX
MONTHLY COLLECTION HISTORY

YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2010^	4,680,000	4,742,773.61	6.50	268,490.26	356,710.90	379,005.63	334,120.30	338,671.95	323,599.24	497,044.67	458,154.87	219,891.86	500,224.92	524,161.12	542,697.89	
2011+	4,750,000	4,916,440.28	3.66	250,103.91	365,260.54	382,726.95	412,828.04	393,665.81	369,634.88	432,490.26	545,861.28	329,552.31	385,888.30	469,123.49	579,304.51	
2012	4,975,000	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53	
2013	5,228,000	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15	
2014	5,375,000	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65	
2015	5,375,000	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07	
2016	5,590,000	5,471,800.14	(1.59)	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	491,896.66	386,211.17	642,226.06	
2017	5,590,000	5,472,944.38	0.02	314,226.16	439,907.44	414,473.29	428,428.32	360,943.07	383,528.56	703,067.14	450,666.82	565,721.51	395,455.72	467,453.85	549,072.50	
2018	5,471,800	5,724,840.89	4.60	383,276.70	505,707.15	447,184.03	402,686.59	443,340.74	283,989.97	720,544.06	546,190.43	527,070.30	378,035.60	429,741.17	657,074.15	
2019	5,521,800	5,645,323.19	(1.39)	380,964.38	475,050.96	439,829.32	286,501.27	595,560.40	226,352.24	617,301.74	648,368.69	463,520.66	487,890.04	535,978.36	488,005.13	
2020	5,378,333	5,615,768.74	(0.52)	482,425.98	401,397.66	398,890.87	476,968.75	422,410.65	154,761.72	820,662.75	494,907.24	464,629.72	520,474.40	441,945.44	536,293.56	
2021	5,593,333	6,187,725.34	10.18	504,793.07	370,090.20	389,887.56	596,963.70	510,380.97	148,174.57	935,626.32	509,241.13	581,897.23	540,337.38	461,781.44	638,551.77	
2022	5,715,769	6,775,812.09	9.50	583,303.14	371,021.69	530,565.79	581,055.46	484,781.15	556,110.56	656,824.67	536,419.86	653,776.19	614,839.88	529,332.04	677,781.66	
2023	5,900,000	7,250,061.70	7.00	540,211.39	535,030.61	518,010.54	587,336.88	552,642.54	569,536.97	740,477.38	532,185.96	721,465.80	595,898.42	622,051.08	735,214.13	Monthly
				540,211.39	1,075,242.00	1,593,252.54	2,180,589.42	2,733,231.96	3,302,768.93	4,043,246.31	4,575,432.27	5,296,898.07	5,892,796.49	6,514,847.57	7,250,061.70	YTD
						1,755,977.81			1,525,978.27			2,292,687.17			2,084,002.43	Quarter
2024	6,526,817	7,658,645.68	5.64	523,359.33	671,681.61	560,936.87	521,925.50	716,780.80	287,271.97	875,526.51	801,243.12	615,917.54	672,847.10	735,394.79	675,760.54	Monthly
				523,359.33	1,195,040.94	1,755,977.81	2,277,903.31	2,994,684.11	3,281,956.08	4,157,482.59	4,958,725.71	5,574,643.25	6,247,490.35	6,982,885.14	7,658,645.68	YTD
				-3.12%	**11.14%**	**10.21%**	**4.46%**	**9.57%**	**-0.63%**	**2.83%**	**8.38%**	**5.24%**	**6.02%**	**7.18%**	**5.64%**	YTD %

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

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

CITY OF MITCHELL
ENTERTAINMENT TAX

QUARTERLY COLLECTION HISTORY

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2010	**664,564.41**	8.40%	120,615.39	126,204.70	191,386.37	226,357.95
2011	**656,532.15**	-1.21%	118,695.00	136,300.85	208,391.15	193,145.15
2012	**697,676.11**	6.27%	125,969.05	147,874.96	203,448.99	220,383.11
2013	**691,101.94**	-0.94%	131,955.75	144,977.31	221,211.54	192,957.34
			4.53%	276,933.06 1.13%	498,144.60 4.37%	691,101.94 -0.94%
2014	**725,646.21**	5.00%	135,546.54	142,149.17	225,519.46	222,431.04
			2.72%	277,695.71 0.28%	503,215.17 1.02%	725,646.21 5.00%
2015	**770,673.56**	6.21%	154,511.20	146,311.07	253,959.91	215,891.12
			13.99%	300,822.27 8.33%	554,782.44 10.25%	770,673.56 6.21%
2016	**793,240.17**	2.93%	145,551.59	157,655.63	250,026.46	240,006.49
			-5.80%	303,207.22 .79%	553,233.68 -.28%	793,240.17 2.93%
2017	**790,107.66**	-0.39%	147,688.45	169,649.01	269,219.66	203,550.54
			1.47%	317,337.46 4.66%	586,557.12 6.02%	790,107.66 -.39%
2018	**789,559.57**	-0.07%	164,059.02	143,388.32	278,327.96	203,784.27
			11.08%	307,447.34 -3.12%	585,775.30 -.13%	789,559.57 -.07%
2019	**833,576.12**	5.57%	174,314.16	155,419.75	280,794.78	223,047.43
			6.25%	329,733.91 7.25%	610,528.69 4.23%	833,576.12 5.57%
2020	**755,428.66**	-9.37%	172,442.09	124,320.72	245,967.43	212,698.42
			-1.07%	296,762.81 -10.00%	542,730.24 -11.10%	755,428.66 -9.37%
2021	**929,153.77**	23.00%	158,059.05	179,764.88	345,504.57	245,825.27
			-8.34%	337,823.93 13.84%	683,328.50 25.91%	929,153.77 23.00%
2022	**974,002.42**	4.83%	184,256.30	233,236.54	300,335.19	256,174.39
			16.57%	417,492.84 23.58%	717,828.03 5.05%	974,002.42 4.83%
2023	**974,198.96**	0.02%	199,200.39	210,464.62	305,683.90	258,850.05
			8.11%	409,665.01 -1.87%	715,348.91 -.35%	974,198.96 .02%
2024	**1,034,854.90**	6.23%	207,640.71	194,906.04	337,926.29	294,381.86
			4.24%	402,546.75 -1.74%	740,473.04 3.51%	1,034,854.90 6.23%

CITY OF MITCHELL

3RD PENNY SALES TAX

MONTHLY COLLECTION HISTORY

YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2010	621,000	664,564.41	8.40	31,043.18	33,390.75	56,151.46	37,944.29	44,431.40	43,859.01	70,222.72	69,888.47	51,275.18	75,773.49	77,286.38	73,298.08	
2011	633,000	656,532.15	(1.21)	26,671.51	39,718.12	52,305.37	38,082.17	55,190.54	43,028.14	60,191.20	88,869.14	59,330.81	63,627.23	61,965.11	67,552.81	
2012	685,000	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15	
2013	698,000	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53	
2014	722,000	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95	
2015	722,000	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53	
2016	750,000	793,240.17	2.93	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	89,887.83	68,789.53	81,329.13	
2017	680,000	790,107.66	(0.39)	40,489.65	56,521.74	50,677.06	61,899.68	49,494.55	58,254.78	101,128.39	68,449.71	99,641.56	64,528.02	65,496.74	73,525.78	
2018	820,000	789,559.57	(0.07)	41,017.18	62,200.06	60,841.78	50,561.37	49,355.07	43,471.88	107,048.99	85,942.83	85,336.14	55,490.48	63,417.12	84,876.67	
2019	790,000	833,576.12	5.57	51,576.74	62,859.78	59,877.64	39,434.95	78,468.82	37,515.98	89,755.78	102,353.23	88,685.77	76,541.45	80,242.70	66,263.28	
2020	790,000	755,428.66	(9.37)	59,397.75	56,494.36	56,549.98	60,882.27	40,520.39	22,918.06	96,077.01	74,822.08	75,068.34	83,093.78	57,532.07	72,072.57	
2021	650,000	929,153.77	23.00	55,833.11	50,072.02	52,153.92	82,977.05	65,403.88	31,383.95	141,572.27	88,289.63	115,642.67	86,501.58	70,472.20	88,851.49	
2022	755,000	974,002.42	4.83	69,159.45	43,370.47	71,726.38	88,038.67	65,622.79	79,575.08	101,833.57	86,884.13	111,617.49	86,439.65	81,092.65	88,642.09	
2023	845,000	974,198.96	0.02	58,654.19	75,561.41	64,984.79	70,927.22	60,049.02	79,488.38	103,248.21	77,102.98	125,332.71	81,233.49	85,474.21	92,142.35	Monthly
				58,654.19	134,215.60	199,200.39	270,127.61	330,176.63	409,665.01	512,913.22	590,016.20	715,348.91	796,582.40	882,056.61	974,198.96	YTD
						207,640.71			194,906.04			337,926.29			294,381.86	Quarter
2024	929,195	1,034,854.90	6.23	61,771.89	83,007.31	62,861.51	56,488.20	92,082.15	46,335.69	119,713.09	118,739.00	99,474.20	100,572.32	108,687.09	85,122.45	Monthly
				61,771.89	144,779.20	207,640.71	264,128.91	356,211.06	402,546.75	522,259.84	640,998.84	740,473.04	841,045.36	949,732.45	1,034,854.90	YTD
				5.32%	**7.87%**	**4.24%**	**-2.22%**	**7.89%**	**-1.74%**	**1.82%**	**8.64%**	**3.51%**	**5.58%**	**7.67%**	**6.23%**	YTD %

CASH BALANCES REPORT

AS OF: DECEMBER 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
GENERAL					
101-102 CASH CHANGE	200.00	0.00	0.00	200.00	0.00
101-1021 CASH CHANGE-PS	200.00	0.00	0.00	200.00	0.00
101-103 CASH CHANGE-FINANCE	300.00	0.00	0.00	300.00	0.00
101-104 CASH IN INT BEARING ACCTS	17,573,000.78	29,744,403.85	(27,217,132.00)	20,100,272.63	2,527,271.85
101-1044 INVESTMENT-FIT	388,816.93	19,205.90	0.00	408,022.83	19,205.90
101-1046 ASSIGN CASH-LAKE MITCH IMPROV	6,179,837.00	0.00	(1,495,737.00)	4,684,100.00	(1,495,737.00)
101-10465DESIGNATED CASH-VETERAN'S PARK	45,529.10	0.00	(6,654.61)	38,874.49	(6,654.61)
101-10471ASSIGNED CASH-MIT TOWNSHIP	61,635.00	0.00	0.00	61,635.00	0.00
101-10472ASSIGNED CASH-SAT FIRE STAT	40,166.21	0.00	0.00	40,166.21	0.00
101-10473ASSIGNED CASH-LAKE SHORE STABI	0.00	0.00	0.00	0.00	0.00
101-10474ASSIGNED CASH-JETTY/BOAT DOCKS	0.00	0.00	0.00	0.00	0.00
101-10475ASSIGNED CASH-ASSESSMENTS	500,000.00	0.00	0.00	500,000.00	0.00
101-1048 ASSIGNED CASH-EMS EQUIP REPL	0.00	0.00	0.00	0.00	0.00
101-1049 ASSIGNED CASH-27TH PAYROLL	0.00	0.00	0.00	0.00	0.00
101-1051 CERTIFICATE OF DEPOSIT-FIT	0.00	0.00	0.00	0.00	0.00
101-1053 CERT OF DEPOSIT-GENERAL FUND	0.00	750,000.00	0.00	750,000.00	750,000.00
101-1054 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1076 RESTRICTED SAVINGS-BID #2/SA	87,292.00	87,292.00	(174,584.00)	0.00	(87,292.00)
101-1077 RESTRICTED-CLFRF FUNDS	0.00	0.00	0.00	0.00	0.00
101-1079 RESTRICTED-STP PURPOSES	235,366.81	582,501.90	(764,287.00)	53,581.71	(181,785.10)
TOTAL 101-GENERAL	25,112,343.83	(31,183,403.65)	(29,658,394.61)	26,637,352.87	1,525,009.04
PARK FUND					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	1,279,205.06	4,405,036.43	(4,823,372.56)	860,868.93	(418,336.13)
201-1045 DESIGNATED CASH-SKATEPARK	0.00	0.00	0.00	0.00	0.00
201-1046 DESIGNATED CASH-CADWELL	0.00	0.00	0.00	0.00	0.00
201-1047 DESIGNATED CASH-CAP IMPROV FEE	11,823.09	0.00	0.00	11,823.09	0.00
201-1048 DESIGNATED-LIFEQUEST	197,907.07	0.00	(98,000.00)	99,907.07	(98,000.00)
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	1,489,445.22	(4,405,036.43)	(4,921,372.56)	973,109.09	(516,336.13)
CORN PALACE FUND					
202-102 ATM CASH CHANGE	0.00	10,000.00	(10,000.00)	0.00	0.00
202-1021 CASH CHANGE	0.00	6,620.00	(6,620.00)	0.00	0.00
202-104 CASH IN INT BEARING ACCTS	0.00	3,720,130.20	(3,720,130.20)	0.00	0.00
202-1074 DESIGNATED-PRE STURGIS PARTY	0.00	6,906.32	(6,906.32)	0.00	0.00
TOTAL 202-CORN PALACE FUND	0.00	(3,743,656.52)	(3,743,656.52)	0.00	0.00
LAKE MITCHELL					
203-104 CASH IN INT BEARING ACCTS	3,731,974.06	2,562,239.87	(2,262,246.72)	4,031,967.21	299,993.15
TOTAL 203-LAKE MITCHELL	3,731,974.06	(2,562,239.87)	(2,262,246.72)	4,031,967.21	299,993.15

CASH BALANCES REPORT

AS OF: DECEMBER 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
BUSINESS IMPROV DIST #4					
209-104 CASH IN INT BEARING ACCTS	0.00	412,354.50	(143,742.00)	268,612.50	268,612.50
TOTAL 209-BUSINESS IMPROV DIST #4	0.00	(412,354.50)	(143,742.00)	268,612.50	268,612.50
ENTERTAINMENT TAX					
211-104 CASH IN INT BEARING ACCTS	808,834.87	1,137,769.01	(888,223.87)	1,058,380.01	249,545.14
211-1041 ASSIGNED CASH-STREETSCAPE	10,567.94	0.00	0.00	10,567.94	0.00
211-1042 ASSIGNED-CP PLAZA EXPANSION	100,000.00	0.00	0.00	100,000.00	0.00
211-107 RESTRICTED CASH-BONDS	0.00	0.00	0.00	0.00	0.00
TOTAL 211-ENTERTAINMENT TAX	919,402.81	(1,137,769.01)	(888,223.87)	1,168,947.95	249,545.14
BUSINESS IMPROV DIST #3					
213-104 CASH IN INT BEARING ACCTS	124,984.16	64,112.61	(100,609.87)	88,486.90	(36,497.26)
TOTAL 213-BUSINESS IMPROV DIST #3	124,984.16	(64,112.61)	(100,609.87)	88,486.90	(36,497.26)
E-911 EMERGENCY					
214-104 CASH IN INT BEARING ACCTS	822,108.89	1,070,854.27	(876,155.58)	1,016,807.58	194,698.69
TOTAL 214-E-911 EMERGENCY	822,108.89	(1,070,854.27)	(876,155.58)	1,016,807.58	194,698.69
SPECIAL ASSESS REVOLVING					
216-104 CASH IN INT BEARING ACCTS	176,915.99	0.00	0.00	176,915.99	0.00
TOTAL 216-SPECIAL ASSESS REVOLVING	176,915.99	0.00	0.00	176,915.99	0.00
COMMUNITY SERVICES					
218-102 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
218-104 CASH IN INT BEARING ACCTS	55,217.65	1,588,232.80	(1,524,842.31)	118,608.14	63,390.49
218-1045 DESIGNATED CASH-IMPROVEMENTS	890.77	0.00	0.00	890.77	0.00
TOTAL 218-COMMUNITY SERVICES	56,108.42	(1,588,232.80)	(1,524,842.31)	119,498.91	63,390.49
NUTRITION					
219-102 CASH CHANGE	25.00	0.00	0.00	25.00	0.00
219-104 CASH IN INT BEARING ACCTS	323,200.76	328,656.79	(373,412.66)	278,444.89	(44,755.87)
TOTAL 219-NUTRITION	323,225.76	(328,656.79)	(373,412.66)	278,469.89	(44,755.87)
LIBRARY FINES FUND					
226-104 CASH IN INT BEARING ACCTS	94,634.22	33,404.86	(21,026.93)	107,012.15	12,377.93
TOTAL 226-LIBRARY FINES FUND	94,634.22	(33,404.86)	(21,026.93)	107,012.15	12,377.93
AIRPORT					
230-104 CASH IN INT BEARING ACCTS	0.00	503,793.97	(387,473.04)	116,320.93	116,320.93
TOTAL 230-AIRPORT	0.00	(503,793.97)	(387,473.04)	116,320.93	116,320.93

CASH BALANCES REPORT

AS OF: DECEMBER 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
DEBT SER-TID #7 WSTWD ADD					
303-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 303-DEBT SER-TID #7 WSTWD ADD	0.00	0.00	0.00	0.00	0.00
DEBT SER-TID #8 CONF CTR					
304-104 CASH IN INT BEARING ACCTS	140,867.34	275,472.49	(340,806.34)	75,533.49	(65,333.85)
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	140,867.34	(275,472.49)	(340,806.34)	75,533.49	(65,333.85)
DEBT SERV-TID #9 VANTAGE					
305-104 CASH IN INT BEARING ACCTS	0.00	110,279.94	(110,279.94)	0.00	0.00
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	(110,279.94)	(110,279.94)	0.00	0.00
TID #14 - PEPSI WIS-PAK					
308-104 CASH IN INT BEARING ACCTS	0.00	61,175.24	(61,175.24)	0.00	0.00
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	(61,175.24)	(61,175.24)	0.00	0.00
TID #15 - PROBUILD					
309-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 309-TID #15 - PROBUILD	0.00	0.00	0.00	0.00	0.00
TID #16 - INNOVATIVE SYS					
310-104 CASH IN INT BEARING ACCTS	0.00	107,072.24	(107,072.24)	0.00	0.00
TOTAL 310-DEBT SERV-TID #16-INNOVAT	0.00	(107,072.24)	(107,072.24)	0.00	0.00
TID #17 - WOODS ADDITION					
311-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 311-DEBT SERV-TID #17-WOODS	0.00	0.00	0.00	0.00	0.00
TIE #18 - STARLITE ESTAT					
312-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 312-TID #18-STARLITE ESTATES	0.00	0.00	0.00	0.00	0.00
TID #19 - ANTACH/MHA					
313-104 CASH IN INT BEARING ACCTS	11,796.17	25,168.86	(24,380.60)	12,584.43	788.26
TOTAL 313-TID #19 ANTACH/MHA	11,796.17	(25,168.86)	(24,380.60)	12,584.43	788.26
TID #20 - MORRIS					
314-104 CASH IN INT BEARING ACCTS	0.00	18,858.34	(18,858.34)	0.00	0.00
TOTAL 314-TID #20-MORRIS	0.00	(18,858.34)	(18,858.34)	0.00	0.00
TID #21 - HOHN ENTERPR.					
315-104 CASH IN INT BEARING ACCTS	0.00	23,540.67	(23,540.67)	0.00	0.00
TOTAL 315-TID #21 HOHN ENTERPRISES	0.00	(23,540.67)	(23,540.67)	0.00	0.00

CASH BALANCES REPORT

AS OF: DECEMBER 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
TID #22 - KUSTOM CYCLES					
316-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 316-TID#22-KUSTOM CYCLES	0.00	0.00	0.00	0.00	0.00
TID #24 - PERFORMANCE PET					
318-104 CASH IN INT BEARING ACCTS	0.00	120,871.41	(120,871.41)	0.00	0.00
TOTAL 318-TID #24-PERFORMANCE PET	0.00	(120,871.41)	(120,871.41)	0.00	0.00
TID #26 - WESTERN BLDG					
319-104 CASH IN INT BEARING ACCTS	0.00	11,355.71	(11,355.71)	0.00	0.00
TOTAL 319-TID #26-WESTERN BUILDING	0.00	(11,355.71)	(11,355.71)	0.00	0.00
TID #27 - FIALA HOUSING					
320-104 CASH IN INT BEARING ACCTS	686.19	19,766.29	(19,402.72)	1,049.76	363.57
TOTAL 320-TID#27-FIALA HOUSING	686.19	(19,766.29)	(19,402.72)	1,049.76	363.57
TID #28 - FLATS ON HAVENS					
321-104 CASH IN INT BEARING ACCTS	0.00	6,895.39	(6,895.39)	0.00	0.00
TOTAL 321-TID #28-FLATS ON HAVENS	0.00	(6,895.39)	(6,895.39)	0.00	0.00
TID #29 - WOOLWORTH					
322-104 CASH IN INT BEARING ACCTS	0.00	1,043.63	(1,043.63)	0.00	0.00
TOTAL 322-TID #29-WOOLWORTH	0.00	(1,043.63)	(1,043.63)	0.00	0.00
TID #30 - SHARPSTONE					
323-104 CASH IN INT BEARING ACCTS	0.00	101.37	0.00	101.37	101.37
TOTAL 323-TID #30-SHARPSTONE	0.00	(101.37)	0.00	101.37	101.37
INDOOR SWIMMING POOL					
350-104 CASH IN INT BEARING ACCTS	832,056.11	63,500.00	(261,945.94)	633,610.17	(198,445.94)
TOTAL 350-INDOOR SWIMMING POOL	832,056.11	(63,500.00)	(261,945.94)	633,610.17	(198,445.94)
WATER					
602-104 CASH IN INT BEARING ACCTS	5,190,207.93	15,742,319.96	(11,876,077.89)	9,056,450.00	3,866,242.07
602-1072 WATER OPERATING CERT OF DEPOSI	0.00	0.00	0.00	0.00	0.00
TOTAL 602-WATER	5,190,207.93	(15,742,319.96)	(11,876,077.89)	9,056,450.00	3,866,242.07
SEWER					
604-104 CASH IN INT BEARING ACCTS	5,246,577.06	9,846,717.93	(11,041,060.92)	4,052,234.07	(1,194,342.99)
604-10701DESIGNATED CASH-STORM SEWER	0.00	0.00	0.00	0.00	0.00
604-1071 RESTRICTED CASH-SEWER REPLACE	0.00	0.00	0.00	0.00	0.00
TOTAL 604-SEWER	5,246,577.06	(9,846,717.93)	(11,041,060.92)	4,052,234.07	(1,194,342.99)

CASH BALANCES REPORT

AS OF: DECEMBER 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
AIRPORT					
606-104 CASH IN INT BEARING ACCTS	111,088.11	2,420.21	(113,508.32)	0.00	(111,088.11)
TOTAL 606-AIRPORT	111,088.11	(2,420.21)	(113,508.32)	0.00	(111,088.11)
SANITATION					
612-102 CASH CHANGE	300.00	0.00	0.00	300.00	0.00
612-104 CASH IN INT BEARING ACCTS	4,014,322.96	3,600,900.16	(4,242,353.15)	3,372,869.97	(641,452.99)
612-1041 LANDFILL CLOSURE RESERVES	0.00	0.00	0.00	0.00	0.00
612-1042 MRLF CLOSURE/POST CLOSURE RESE	0.00	0.00	0.00	0.00	0.00
612-1043 MRLF CELL CONSTRUCTION RESERVE	0.00	0.00	0.00	0.00	0.00
612-1046 INVESTMENT FOR LF POST-CLOSURE	660,445.46	18,274.73	0.00	678,720.19	18,274.73
612-1047 INVESTMENT FOR MRLF CL/POST-C	888,975.90	89,243.97	0.00	978,219.87	89,243.97
612-1071 RESTRICTED CASH-2004 RLFL #1	13,622.00	0.00	0.00	13,622.00	0.00
612-1072 RESTRICTED CASH-2004 RLFL #2	14,318.00	0.00	0.00	14,318.00	0.00
TOTAL 612-SANITATION	5,591,984.32	(3,708,418.86)	(4,242,353.15)	5,058,050.03	(533,934.29)
CORN PALACE					
613-102 ATM CASH CHANGE	10,000.00	10,000.00	(10,000.00)	10,000.00	0.00
613-1021 CASH CHANGE	6,620.00	6,620.00	(6,620.00)	6,620.00	0.00
613-104 CASH IN INT BEARING ACCTS	74,823.07	1,970,251.34	(1,847,986.54)	197,087.87	122,264.80
613-1072 DESIGNATED CP TILES-PHASE 2	0.00	0.00	0.00	0.00	0.00
613-1073 DESIGNATED FOR CAPITAL IMPROVE	0.00	0.00	0.00	0.00	0.00
613-1074 DESIGNATED-PRE STURGIS PARTY	6,906.32	6,906.32	(6,906.32)	6,906.32	0.00
TOTAL 613-CORN PALACE	98,349.39	(1,993,777.66)	(1,871,512.86)	220,614.19	122,264.80
GOLF COURSE					
614-104 CASH IN INT BEARING ACCTS	873,682.20	711,657.10	(1,170,687.28)	414,652.02	(459,030.18)
TOTAL 614-GOLF COURSE	873,682.20	(711,657.10)	(1,170,687.28)	414,652.02	(459,030.18)
CAMPGROUND					
619-102 CASH CHANGE	100.00	0.00	0.00	100.00	0.00
619-104 CASH IN INT BEARING ACCTS	103,792.42	238,227.18	(123,608.73)	218,410.87	114,618.45
TOTAL 619-CAMPGROUND	103,892.42	(238,227.18)	(123,608.73)	218,510.87	114,618.45
EMERGENCY MEDICAL SERVICE					
621-104 CASH IN INT BEARING ACCTS	514,878.16	1,911,899.48	(1,832,092.94)	594,684.70	79,806.54
621-1045 ASSIGNED CASH-AMBULANCE REPL	68,359.00	0.00	(68,359.00)	0.00	(68,359.00)
621-1046 ASSIGNED CASH-UTV	0.00	15,000.00	(15,000.00)	0.00	0.00
TOTAL 621-EMERGENCY MEDICAL SERVICE	583,237.16	(1,926,899.48)	(1,915,451.94)	594,684.70	11,447.54
HEALTH INSURANCE					
652-104 CASH IN INT BEARING ACCTS	4,689,553.53	2,720,411.78	(2,835,300.23)	4,574,665.08	(114,888.45)
TOTAL 652-HEALTH INSURANCE	4,689,553.53	(2,720,411.78)	(2,835,300.23)	4,574,665.08	(114,888.45)

CASH BALANCES REPORT

AS OF: DECEMBER 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
AGENCY FUNDS					
700-104 CASH IN INT BEARING ACCTS	(18,292.84)	869,112.93	(850,820.09)	0.00	18,292.84
700-1041 BID DEPOSITS	45,300.00	50,549.02	(40,049.02)	55,800.00	10,500.00
700-10411CORN PALACE GAMES	57,265.90	167,978.92	(202,849.25)	22,395.57	(34,870.33)
700-1042 REVENUE FOR STATE	20,494.26	187,016.25	(182,945.09)	24,565.42	4,071.16
700-1044 PARKS & RECREATION	3,627.46	0.00	0.00	3,627.46	0.00
700-1045 MCSF ROUND-UP	1,581.33	977.45	(1,828.04)	730.74	(850.59)
700-1050 PUBLIC SAFETY-DARE	1,430.08	0.00	(64.79)	1,365.29	(64.79)
TOTAL 700-AGENCY FUNDS	111,406.19	(1,275,634.57)	(1,278,556.28)	108,484.48	(2,921.71)
SPECIAL ASSESSMENT-710					
710-104 CASH IN INT BEARING ACCTS	519,917.20	57,479.38	(2,907.36)	574,489.22	54,572.02
TOTAL 710-SPECIAL ASSESSMENT-710	519,917.20	(57,479.38)	(2,907.36)	574,489.22	54,572.02
2011 STREET CONST					
724-104 CASH IN INT BEARING ACCTS	215,513.83	100,570.25	(49,033.97)	267,050.11	51,536.28
TOTAL 724-STREET CONSTRUCTION	215,513.83	(100,570.25)	(49,033.97)	267,050.11	51,536.28
FLEXIBLE SPENDING ACCT					
753-104 CASH IN INT BEARING ACCTS	86.21	126,684.19	(126,770.40)	0.00	(86.21)
TOTAL 753-FLEXIBLE SPENDING ACCT	86.21	(126,684.19)	(126,770.40)	0.00	(86.21)
GRAND TOTAL	57,172,044.72	(86,329,835.41)	(82,655,614.17)	60,846,265.96	3,674,221.24

*** END OF REPORT ***

Date: Jan. 8, 2025
To: Mayor & City Council
Re: Dec. 2024 Building Permits

	Permit #	Name	Address	Building	Contractor	Cost	Fee	Category
1	15356	Lauritsen Legacy	212 N. Main St.	Rework upper level	Cody Faas	$ 60,000.00	$ 460.00	Commercial Additions
2	15357	Gold Key Properties	601 E. 5th Ave.	Egress Window	Owner	$ 1,500.00	$ 20.00	Re-roof/shingle
3	15358	Milky Way	422 N. Sanborn	Rework Space add driveup	Schmitz Const.	$ 40,000.00	$ 350.00	Commercial Additions
4	15359	Dan Rew	1129 Woods Circle	New Home	Quality Homes	$ 184,600.00	$ 645.00	New Residential
5	15360	Spencer Maschen	2101 N. Main St.	New Detail Shop	Area Steel	$ 750,000.00	$ 2,790.00	New Commercial
6	15361	Nathan Kleinsasser	24926 406th Ave.	Residential addn.	Owner	$ 170,000.00	$ 608.00	Residential Additions
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
					Total	**$ 1,206,100.00**	**$ 4,873.00**	

Sincerely,
John D. Hegg

Building Official

MITCHELL POLICE DEPARTMENT
ACTIVITY REPORT FOR DECEMBER 2024

	DEC 2023	DEC 2024	YEAR TO DATE 2024
CALLS			
Calls for Service (6 Counties)	754	708	9,882
Calls for Service (City of Mitchell)	694	**763**	9,727
Case Reports Written (City Mitchell)	197	**185**	2,379
TOTAL CALLS ANSWERED	1645	**1656**	21,988

TRAFFIC STOPS PERFORMED			
Mitchell Police	207	**448**	2633
All other counties	682	**926**	9260
TOTAL TRAFFIC STOPS	889	**1374**	11893

ACCIDENTS			
TOTAL ACCIDENTS REPORTED	26	**26**	279

TICKETS ISSUED	131	**175**	1357

WARNING TICKETS ISSUED	166	**353**	2145

PARKING TICKETS ISSUED	128	**27**	480

Dean Knippling
Chief of Police

Mitchell Fire Rescue Monthly reports for 2024

Amb Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total amb calls	178	141	152	154	178	154	170	178	173	188	168	192	2026
Amb. Transfers Out of Town	11	7	5	5	7	3	3	8	9	8	9	12	87
Fire Call Activity	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Total**
Total fire calls	35	19	23	33	16	38	22	26	26	24	23	18	303
City fire calls	30	17	20	24	15	32	20	24	25	17	20	17	261
County fire calls	5	2	3	9	1	6	2	2	1	7	3	1	42
EMS assist calls	69	54	63	54	57	65	66	71	73	60	57	57	746
Total Responses													1049
Fire Preven. Activity	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Total**
Fire Inspections	100	16	65	64	2	5	27	15	9	15	41	84	443
Consultations/Plans	24	45	63	68	48	42	13	21	54	32	52	45	507
Public Education	1	0	0	1	4	2	0	0	8	6	0	0	22
Fire Investigations	2	0	0	0	0	0	0	2	0	0	0	0	4
Total Activity													976
Dept. Other Activity	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Total**
Total Activities	17	12	12	14	14	13	15	12	17	21	15	18	180
Dept. tours	4	4	2	5	8	2	6	7	9	11	5	4	67
Public Education	5	3	2	4	3	2	2	3	3	10	3	4	44
Total Activity													291
Total CFS/Activity													**Total**
													4342

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

December 2024 monthly Code Enforcement report:

-As of 01/13/25 Code Enforcement is currently monitoring 16 properties in the city of Mitchell.

-There were no lawns mowed or snow removal in December by the contractor.

Sincerely,

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

Palace Transit Monthly Ridership Report
Fiscal Year: October 1st, 2024 through September 30th, 2025
Month: November 2024

	Month End		Year to Date		Difference	
	2023	2024	2023	2024	Month End	Year to Date
Elderly Riders	1,586	1,255	3,232	2,942	(331)	(290)
General Public Riders	913	446	1,883	1,030	(467)	(853)
Handicap Riders	2,151	1,581	4,417	3,607	(570)	(810)
School - Age Riders	3,151	2,274	6,402	5,418	(877)	(984)
Total Rides	7,801	5,556	15,934	12,997	(2,245)	(2,937)
Total Miles	17,590	16,496	36,101	37,327	(1,094)	1,226

November 2024 Trip Type	Education	Employment	Medical	Nutrition	Same Day	Shopping	Social Rec
	2,481	1,033	758	75	61	174	974

Service Analytics	Total Ride Requests	Completed Boardings	Total Cancellations	Total No Shows
	8,576	5,556	2,736	284

Prepared by: *Andrea Hamilton -Transit Operations Supervisor*

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL COMSUMPTION REPORT

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

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

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

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

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

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

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

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

Poly Phosphate = 550# or .375 TON X $2.25/LB. = $1237.50

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

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

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

TOTAL = $1687.50

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

Finished Water (EFFLUENT) 43.505 MG-----or 1.403 MGD----------or-------- PEAK DAY 1.812 MG

B-Y- Water (INFLUENT) 43.818 MG------ or 1.413 MGD--------or---------- PEAK DAY 1.764 MG

B-Y & RAW WATER TREATED – TOTAL= 43.818 MG --- or 1.413 MGD ----or ----- PEAK DAY 1.764 MG

Chemical cost = 1237.50 = $28.45 per MG or 0.021 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

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

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

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

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

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

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

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

Poly Phosphate = 1.50 Mg/L-- 550 lbs. / 10.5 lbs. per Gallon / Raw Water

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

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

Polymer = 0 Mg/L -- 0

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

MONTH --- December YEAR - 2024

Influent -------- 43.818-- Million Gallon's

Effluent ------- 43.505 -- Million Gallon's

Chemical costs for B-Y Water:

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

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

Poly –phosphate------ 550 lbs. @ $2.25 per lb. = $1,237.50

Total = $1,237.50

Cost per Unit (750 gallon) = $0.021

Cost per 1,000 gallons of water = $0.028

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 1/1/25

Coagulant – (AF-1102) ____0____Gallons

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

Fluoride ____814____ Gallon's

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

`

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

Activated Carbon ___6,650___lbs. or ____3.325____Ton's

Chlorine ____581____lbs. or ___0.290___Ton

Poly-phosphate __200___lbs. or __.10___Ton's

Carbon Dioxide ___0___Lbs. or ___0___Ton's

Ammonia ____472.5____ lbs. or ____0.236____Ton's

Date	Source	Site	Chlorine PPM 0.5PPM-4.00PPM	Bacteria
12/2/2024	Water Plant	#1	2.35	Absent
12/2/2024	Queen Of Peace	#3	2.28	Absent
12/2/2024	J Mart Sinclair	#5	2.28	Absent
12/2/2024	Erickson Oil	#7	2.05	Absent
12/2/2024	Welsey Acres	#9	2.41	Absent
12/2/2024	Moose Lodge	#11	2.20	Absent
12/2/2024	City Park Dept	#13	2.34	Absent
12/2/2024	City Hall	#15	2.28	Absent
12/9/2024	Fire Dept	#2	2.32	Absent
12/9/2024	East Cuby's Store	#4	2.41	Absent
12/9/2024	Dakota Medical Specialis	#6	2.55	Absent
12/9/2024	Arnies	#8	2.66	Absent
12/9/2024	Culvers	#10	2.25	Absent
12/9/2024	City Library	#12	2.53	Absent
12/9/2024	Casey's	#14	2.37	Absent
Average			**2.35**	**Absent**

2022 - WATER CONSUMPTION

DATE	Lake Mitchell Influent MG	B-Y Rural Water Influent MG	Effluent to Water Towers MG
12/1/2024	0-MG	1.157	0.988
12/2/2024	0-MG	1.743	1.799
12/3/2024	0-MG	1.039	0.893
12/4/2024	0-MG	1.764	1.81
12/5/2024	0-MG	1.221	1.253
12/6/2024	0-MG	1.542	1.371
12/7/2024	0-MG	1.663	1.780
12/8/2024	0-MG	1.120	1.050
12/9/2024	0-MG	1.762	1.904
12/10/2024	0-MG	1.085	0.985
12/11/2024	0-MG	1.662	1.788
12/12/2024	0-MG	1.351	1.485
12/13/2024	0-MG	1.342	1.240
12/14/2024	0-MG	1.598	1.742
12/15/2024	0-MG	1.188	1.024
12/16/2024	0-MG	1.508	1.571
12/17/2024	0-MG	1.526	1.359
12/18/2024	0-MG	1.668	1.714
12/19/2024	0-MG	1.201	1.114
12/20/2024	0-MG	1.26	1.161
12/21/2024	0-MG	1.268	1.191
12/22/2024	0-MG	1.312	1.257
12/23/2024	0-MG	1.414	1.542
12/24/2024	0-MG	1.645	1.533
12/25/2024	0-MG	1.079	1.005
12/26/2024	0-MG	1.340	1.277
12/27/2024	0-MG	1.371	1.324
12/28/2024	0-MG	1.625	1.718
12/29/2024	0-MG	1.358	1.530
12/30/2024	0-MG	1.389	1.285
12/31/2024	0-MG	1.617	1.812
TOTALS	0-MG	43.818	43.505

Utilities Superintendent-Jon Vermeulen

B-Y WATER DISTRICT

31039 428th AVENUE PO BOX 248
TABOR SD 57063

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

Service Address

Acct # 06771

Date Printed JAN 2 25

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
JAN 1 25	14,819,245,000	14,775,320,000	43,925,000	58,420.25		58,420.25

0.00

B-Y WATER
602-43330-42850

1/7/25

Balance Due Upon Receipt $ 58,420.25

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

06771

JAN 2 25

CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
JAN 1 25	14,819,245,000	14,775,320,000	43,925,000	58,420.25		58,420.25

0.00

Service Address

Balance Due Upon Receipt $ 58,420.25

Remit to:

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

TOTAL PAYMENT $ 58,420.25

City of Mitchell Water Rate Charged

1/2/2025

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

Month: 12 **Year:** 2025 **Billing Month:** 1

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	1,464,000	0	1,464,000	$1,947.12	0	$0.00	0	$0.00	0	$0.00	$1,947.12
2	1,557,000	0	1,557,000	$2,070.81	0	$0.00	0	$0.00	0	$0.00	$2,070.81
3	1,236,000	0	1,236,000	$1,643.88	0	$0.00	0	$0.00	0	$0.00	$1,643.88
4	1,781,000	0	1,781,000	$2,368.73	0	$0.00	0	$0.00	0	$0.00	$2,368.73
5	1,085,000	0	1,085,000	$1,443.05	0	$0.00	0	$0.00	0	$0.00	$1,443.05
6	1,686,000	0	1,686,000	$2,242.38	0	$0.00	0	$0.00	0	$0.00	$2,242.38
7	1,429,000	0	1,429,000	$1,900.57	0	$0.00	0	$0.00	0	$0.00	$1,900.57
8	1,365,000	0	1,365,000	$1,815.45	0	$0.00	0	$0.00	0	$0.00	$1,815.45
9	1,548,000	0	1,548,000	$2,058.84	0	$0.00	0	$0.00	0	$0.00	$2,058.84
10	1,295,000	0	1,295,000	$1,722.35	0	$0.00	0	$0.00	0	$0.00	$1,722.35
11	1,665,000	0	1,665,000	$2,214.45	0	$0.00	0	$0.00	0	$0.00	$2,214.45
12	1,038,000	0	1,038,000	$1,380.54	0	$0.00	0	$0.00	0	$0.00	$1,380.54
13	1,640,000	0	1,640,000	$2,181.20	0	$0.00	0	$0.00	0	$0.00	$2,181.20
14	1,317,000	0	1,317,000	$1,751.61	0	$0.00	0	$0.00	0	$0.00	$1,751.61
15	1,483,000	0	1,483,000	$1,972.39	0	$0.00	0	$0.00	0	$0.00	$1,972.39
16	1,369,000	0	1,369,000	$1,820.77	0	$0.00	0	$0.00	0	$0.00	$1,820.77
17	1,681,000	0	1,681,000	$2,235.73	0	$0.00	0	$0.00	0	$0.00	$2,235.73
18	1,404,000	0	1,404,000	$1,867.32	0	$0.00	0	$0.00	0	$0.00	$1,867.32
19	1,478,000	0	1,478,000	$1,965.74	0	$0.00	0	$0.00	0	$0.00	$1,965.74
20	1,257,000	0	1,257,000	$1,671.81	0	$0.00	0	$0.00	0	$0.00	$1,671.81
21	1,269,000	0	1,269,000	$1,687.77	0	$0.00	0	$0.00	0	$0.00	$1,687.77
22	1,315,000	0	1,315,000	$1,748.95	0	$0.00	0	$0.00	0	$0.00	$1,748.95
23	1,258,000	0	1,258,000	$1,673.14	0	$0.00	0	$0.00	0	$0.00	$1,673.14
24	1,815,000	0	1,815,000	$2,413.95	0	$0.00	0	$0.00	0	$0.00	$2,413.95
25	1,073,000	0	1,073,000	$1,427.09	0	$0.00	0	$0.00	0	$0.00	$1,427.09
26	1,344,000	0	1,344,000	$1,787.52	0	$0.00	0	$0.00	0	$0.00	$1,787.52
27	1,372,000	0	1,372,000	$1,824.76	0	$0.00	0	$0.00	0	$0.00	$1,824.76
28	1,635,000	0	1,635,000	$2,174.55	0	$0.00	0	$0.00	0	$0.00	$2,174.55
29	1,139,000	0	1,139,000	$1,514.87	0	$0.00	0	$0.00	0	$0.00	$1,514.87
30	1,612,000	0	1,612,000	$2,143.96	0	$0.00	0	$0.00	0	$0.00	$2,143.96
31	1,315,000	0	1,315,000	$1,748.95	0	$0.00	0	$0.00	0	$0.00	$1,748.95
TOTALS	**43,925,000**	**0**	**43,925,000**	**$58,420.25**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$58,420.25**

Previous Month Read =	14,775,320,000
Current Month Read =	14,819,245,000
Current Month Use =	43,925,000

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Days billed in December =	$58,420.25	43,925,000	$58,420.25	$0.00
Days carried from previous month =	$0.00	0	$0.00	$0.00
Total bill for December =	$58,420.25	43,925,000	$58,420.25	$0.00

Days that will be billed in January = $0.00

Note: January billing meter was read on January 2nd therefore no December days will be included in February billing.

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

TO: Mayor Jordan Hanson
City Council Members

FROM: Stephanie Ellwein, City Administrator
RE: Current Status of City TIFs as of 12/31/2024

The City of Mitchell has approved 36 Tax increment financing districts from 1995-2024. The total increase to taxable value in the City of Mitchell from these TIFS is over $98,000,000. As of December 31, 2024 over $14,000,000 of financing has been provided towards projects that resulted in the increased assessed value.

Active TIFs: Of the 35 approved TIFS, 24 are still active in the City of Mitchell**.** The Active TIFs have brought over $39,000,000 of additional Tax Value to the City of Mitchell. TIFs 26-40 were issued as grants, and do not count towards constitutional debt.

Of the 11 districts that are no longer active, 11 were dissolved early.

TIF 1	Westview Addition	16 years
TIF 2	Patzer Woodworking	10 years
TIF 4	AKG Midwest	10 years
TIF 5	Iverson	13 years
TIF 7	Commerce Street	18 years
TIF 10	MADC Business Park	11 years
TIF 11	Hunt Fabrication	13 years
TIF 13	MTI	10 years
TIF 15	ProBuild	10 years
TIF 17	Woods Addition	8 years
TIF 18	Starlight Estates	10 years

The City of Mitchell is ranked 2nd in comparison to other first-class municipalities, in the number of active TIFs.

2024 Report	Economic	Housing	Industrial	Local	Total
Aberdeen	9	0	0	17	26
Mitchell	18	5	1	0	24
Rapid City	9	3	0	3	15
Watertown	13	1	0	1	15
Sioux Falls	9	1	0	2	12
Sturgis	2	2	0	5	9
Yankton	5	3	0	0	8
Brandon	5	0	1	0	6
Brookings	4	2	0	0	6
Vermillion	3	2	0	1	6
Huron	4	1	0	0	5
Madison	5	0	0	0	5
Harrisburg	3	0	1	0	4
Pierre	3	1	0	0	4
Spearfish	2	2	0	0	4
Tea	3	0	0	0	3
Box Elder	2	0	0	0	2

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

Overlapping TIF Districts

The City has one remaining overlapping TIF districts. The developer's agreement on this overlap is that the "new increment" on the new construction goes toward TIF 23.

Current Active TIFS (as of 12/31/2024)

TIF 8: Highland Conference Center

Established:	2006
Maturity Date:	2026
Approved in TIF:	$2,150,000
Total Paid (P +I):	$3,175,725
Base Value:	$5,900,522
Current Value:	$12,736,443
Current Increment (to date):	$6,835,921

TIF 9: Vantage Point

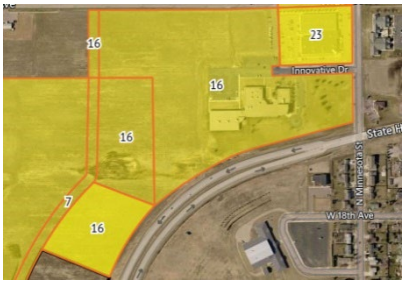
Established:	2007
Maturity Date:	2027
Approved in TIF:	$650,000
Total Paid (P +I):	$1,106,487
Base Value:	$49,543
Current Value:	$1,819,577
Current Increment (to date):	$6,835,921

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

TIF 14 Pepsi/Wispak

Established:	2010
Maturity Date:	2030
Approved in TIF:	$499,281 (Certified Costs)
Total Paid (P +I):	$618,675
Base Value:	$37,207
Current Value:	$3,717,829
Current Increment (to date):	$3,680,622

TIF 16 Innovative Systems



Established:	2011
Maturity Date:	2031
Approved in TIF:	$261,829 (Certified Costs)
Total Paid (Reimbursement):	$248,935
Base Value:	$4,920,402
Current Value:	$10,462,493
Current Increment (to date):	$5,542,091

TIF 19:Antach Mitchell Housing

Established:	2013
Maturity Date:	2033
Approved in TIF:	$243,526
Total Paid (P +I):	$210,410
Base Value:	$13,143
Current Value:	$1,511,319
Current Increment (to date):	$1,498,176

TIF 20: Morris

Established:	2013
Maturity Date:	2033
Approved in TIF:	$200,000
Total Paid (P +I):	$150,402
Base Value:	$149,308
Current Value:	$1,499,726
Current Increment (to date):	$1,300,418

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

TIF 21: Hohn Enterprises

Established:	2015
Maturity Date:	2035
Approved in TIF:	$320,000
Total Paid (P +I):	$119,781
Base Value:	$139,817
Current Value:	$1,131,071
Current Increment (to date):	$991,254

23: Vantage Point

Established:	2017
Maturity Date:	2035 (limited to 18 years)
Approved in TIF:	$655,000
Total Paid (Grant):	$149,631
Base Value:	$2,953,202
Current Value:	$4,848,686
Current Increment (to date):	$1,895,484

TIF 24: Performance Pet

Established:	2017
Maturity Date:	2035 (limited to 18 years)
Approved in TIF:	$2,600,000
Total Paid (Grant):	$276,520
Base Value:	$602,220
Current Value:	$11,730,848
Current Increment (to date):	$11,128,628

TIF 26: Western Building

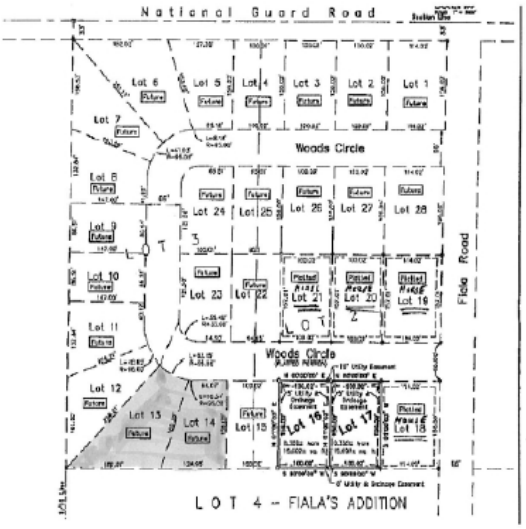
Established:	2021
Maturity Date:	2041
Approved in TIF:	$1,200,000
Total Paid (Grant):	$15,918
Base Value (Certified by DOR)	$0
Current Value:	$561,160
Current Increment (to date):	$561,160

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

TIF 27: Fiala Housing Development

Figure 1. TID 27 Boundary

Mitchell TIF District 27 Boundary Map

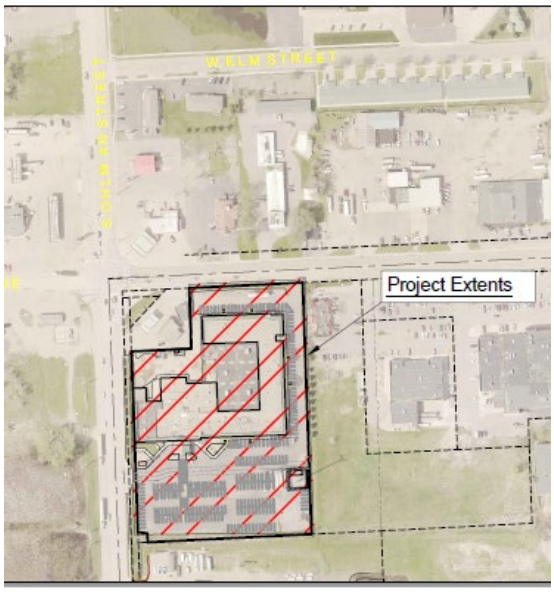


Excluded from TIF Boundaries

Established:	2022
Maturity Date:	2042
Approved in TIF:	$627,889
Total Paid (Grant):	$19,403
Base Value:	$985,641
Current Value:	$3,212,564
Current Increment (to date):	$2,226,923

TIF 28: Flats on Havens

Sec 28 - T103N, R60W



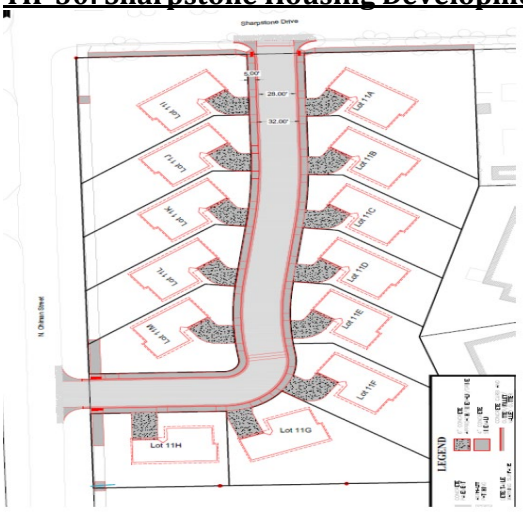
Established:	2022
Maturity Date:	2042
Approved in TIF:	$1,495,142
Total Paid (Grant):	$5,852
Base Value (Certified by DOR)	$2,083,459
Current Value:	$2,377,221
Current Increment (to date):	$293,762

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

TIF 29: Woolworth Building

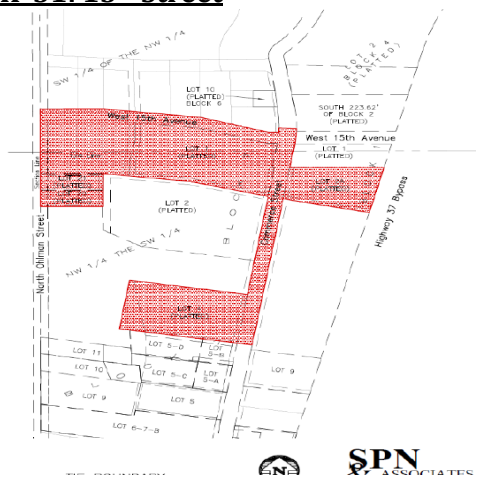
Established:	2023
Maturity Date:	2043
Approved in TIF:	$527,257
Total Paid (Grant):	$0
Base Value	$391,053
Current Value:	$590,505
Current Increment (to date):	$199,452

TIF 30: Sharpstone Housing Development



Established:	2023
Maturity Date:	2043
Approved in TIF:	$1,002,469
Total Paid (Grant):	$0
Base Value	$54,665
Current Value:	$818,937
Current Increment (to date):	$764,272

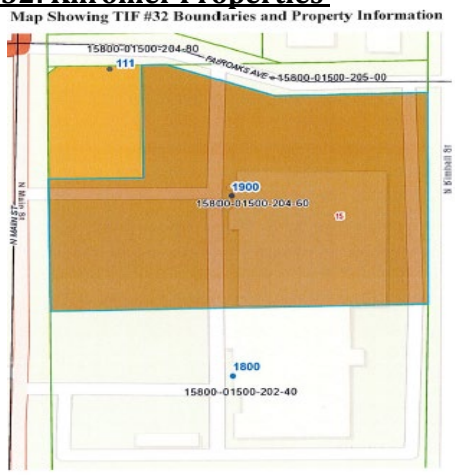
TIF 31: 15th Street



Established:	2023
Maturity Date:	2043
Approved in TIF:	$1,094,708
Total Paid (Grant):	$0
Base Value	$600,605
Current Value:	$1,079,683
Current Increment (to date):	$479,078

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

TIF 32: Khromer Properties



Established:	2024
Maturity Date:	2044
Approved in TIF:	$527,250
Total Paid (Grant):	$0
Base Value	$1,530,600
Current Value:	$1,515,761
Current Increment (to date):	$ -14,839

TIF 33: Iverson Powersports

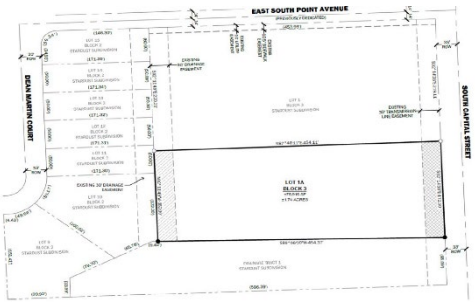
Established:	2024
Maturity Date:	2044
Approved in TIF:	$750,150
Total Paid (Grant):	$0
Base Value	$776,329
Current Value:	$776,329
Current Increment (to date):	$0

TIF 34: Iverson ABRA

Established:	2024
Maturity Date:	2044
Approved in TIF:	$946,767
Total Paid (Grant):	$0
Base Value	$1,250,395
Current Value:	$1,250,395
Current Increment (to date):	$0

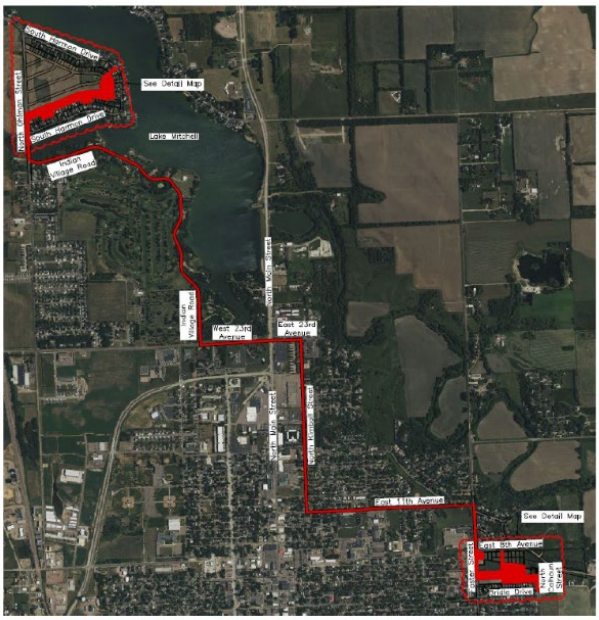
City of Mitchell | City Administrator
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8143
CityOfMitchell.org

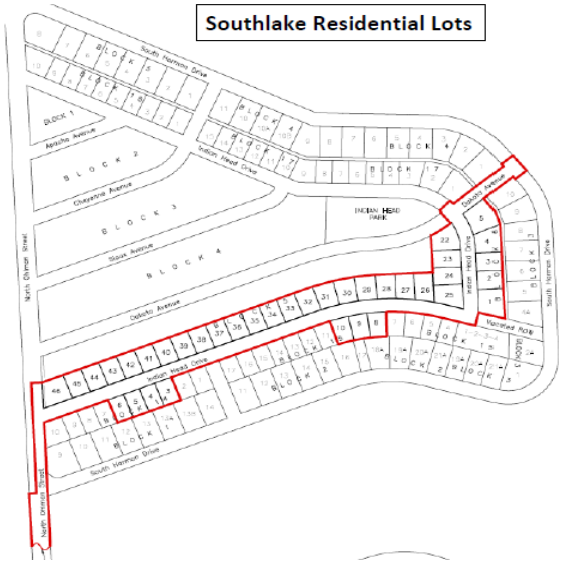
TIF 35: Copper Flats

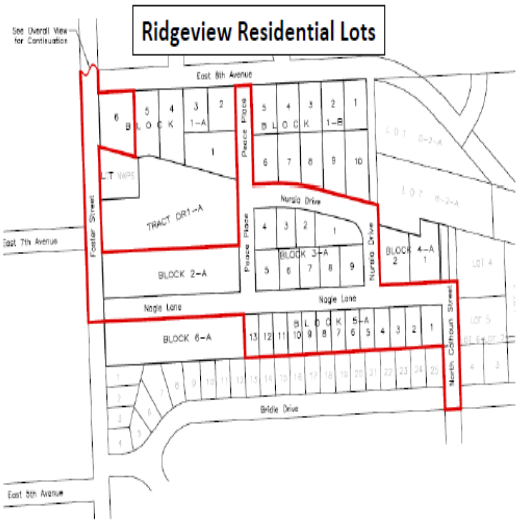


Established:	2024
Maturity Date:	2044
Approved in TIF:	$675,846
Total Paid (Grant):	$0
Base Value	$130,385
Current Value:	$130,385
Current Increment (to date):	$0

TIF 36: S.Lake & Ridgeview

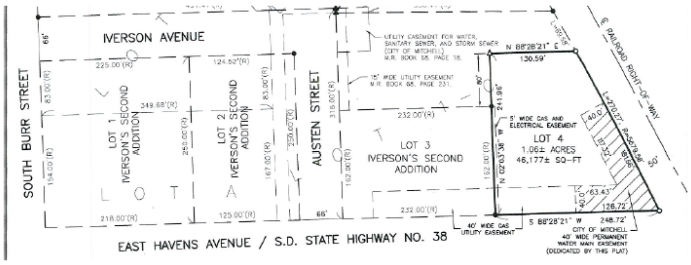






City of Mitchell | City Administrator
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8143
CityOfMitchell.org

TIF 37: Interstate Glass



Established:	2024
Maturity Date:	2044
Approved in TIF:	$519,347
Total Paid (Grant):	$
Base Value	$77,929
Current Value:	$77,929
Current Increment (to date):	$0

TIF 38: Palace City Brewery

Established:	2024
Maturity Date:	2044
Approved in TIF:	$500,000
Total Paid (Grant):	$0
Base Value	$93,065 (estimated)
Current Value:	$93,065
Current Increment (to date):	$0

TIF 39: MAD Garage

Established:	2024
Maturity Date:	2044
Approved in TIF:	$330,206
Total Paid (Grant):	$0
Base Value	$32,305 (estimated)
Current Value:	$32,305
Current Increment (to date):	$0

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

TIF 40: Golden Prairie Apartments

Established:	2024
Maturity Date:	2044
Approved in TIF:	$330,206
Total Paid (Grant):	$0
Base Value	$32,305 (estimated)
Current Value:	$32,305
Current Increment (to date):	$0

Mitchell
AREA CHAMBER
OF COMMERCE

Mitchell
CONVENTION &
VISITORS BUREAU

Mitchell
AREA DEVELOPMENT
CORPORATION

QUARTER 4 REPORT 2024

Mitchell Area Chamber of Commerce

New members

-CJ's Bar & Grill
-AccuData Bookkeeping LLC
-Rooted Beauty Salon
-Golden Standard Painting & Drywall
-Flats on Havens

Leadership Mitchell Session 3

Safe Place First Friday Coffee

Ribbon cuttings

ETRIA Products - October 10
Muth Electric - October 10
Abbott House - October 22
My Place Hotel - October 24
Palace City Brewing November 14
AccuData Bookkeepings - December 12

1

Agri-Business

- Commodities Seminar scheduled for February 2025
- Ag in the classroom scheduled for March 2025

2

Government Affairs

Leadership Mitchell

- ***October 17:*** *Servant Leadership & Non-Profit Panel*
- **November 21**: Ag Businesses

3

Connect Mitchell

First Friday Coffee

- Safe Place of ESD (10/04)

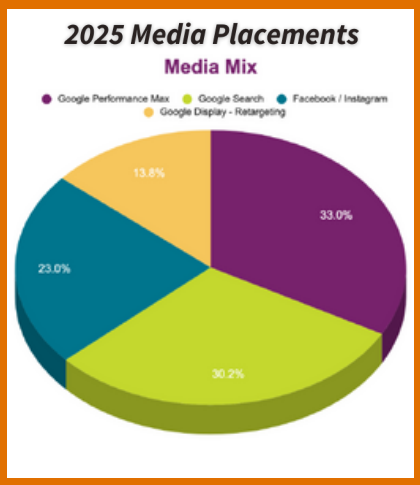
Community Concierge hosted Newcomer Events:

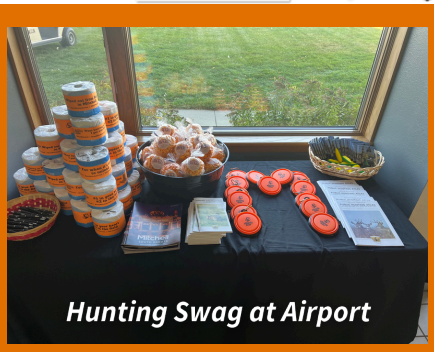
- October 17 - Board & Brush (23 attendees)
- November 5- Q's Jewelry (21 attendees)

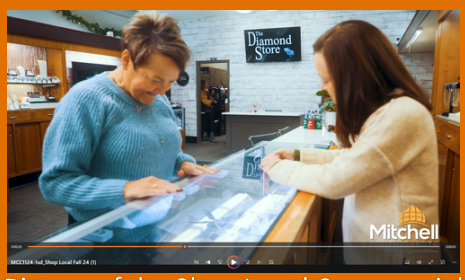
Project Glad Tidings

- Handed out Christmas cards to multiple chamber members

Mitchell Convention & Visitors Bureau







Picture of the Shop Local Commercial

1

2025 Marketing Plans

We have finalized our 2025 marketing plans in collaboration with Amperage and Love Communications, which is part of the Travel SD Peak Season Co-Op. Our strategy includes a multi-media campaign targeting families in Minnesota, Nebraska, Iowa, and Missouri, designed to showcase the unique experiences Mitchell offers. Additionally, we're updating our photo and video archives to better highlight events and attractions, ensuring fresh and engaging content for the upcoming years.

2

Pheasant Hunting

During South Dakota's pheasant season, we actively promoted Mitchell as a premier hunting destination through targeted marketing efforts, including radio, print, and digital campaigns. To welcome hunters during opening weekend, we set up at Cabela's, providing information and creating a welcoming atmosphere. Additionally, we supported the Pheasants Forever Banquet by greeting guests and assisting with ticket collection, further showcasing Mitchell's hospitality and dedication to the hunting community.

3

Shop Local Promotion

Over the holiday season, we encouraged the community to shop local through a variety of promotions. This included vibrant print ads in Motor magazine, showcasing the unique offerings of Mitchell businesses, and a festive shop local TV commercial aired with MIDCO to reach a broader audience. These efforts highlighted the importance of supporting local retailers and reinforced Mitchell as a hub for holiday shopping.

Mitchell Area Development Corporation

Daycare Grant

Workforce Development

- **Move to Mitchell Program**
  - Welcomed two new residents with "Welcome to Your Palace" gift bags, including a $100 gift card.
  - Developing a Welcome Coupon Book for newcomers:
    - Opportunity for local businesses to provide coupons, advertisements, or branded swag.
    - Pricing options for participation are under review.
- **Freedom Works Here Campaign**
  - Relocation incentive details and job opportunities shared with 85+ out-of-state workers in November.
  - Received multiple responses from individuals interested in relocating to Mitchell.
- **Daycare Development: $100,000 Beyond Idea Grant**
  - Grant Distribution: $100,000 allocated to 26 childcare providers, supporting new and existing facilities.
  - **Impact:**
    - Increased childcare spots and retained workforce employees.
    - Financial relief for startup and expansion costs.
  - **Notable Recipients:** Bobbie's Daycare, Little Dreamer's Daycare, Mitchell Christian Early Learning Center.
  - Over 50 individual employees received one-time bonuses to stabilize the workforce.

Workforce Housing

- Governor Kristi Noem toured Ridgeview on Foster housing development, a collaboration between Mitchell Area Housing and MADC.
- Projects ahead of schedule due to favorable fall construction conditions.
  - Curb, gutter, and street paving expected in spring.
- **Rehab/Down Payment Grants**
  - **2024 Progress:** 10 projects completed, with 3 more anticipated by year-end.
  - **2025 Outlook:** 12 projects listed for bidding.
  - **Grant Funding:** $850,000 allocated across 2023, 2024, and 2025 to support housing improvements and affordability.

Daycare Grant

Home Rehab

Gov. Noem Visits Mitchell

Mitchell Area Development Corporation

Business Recruitment/Retention

- **Regional Rail Authority Updates**
  - Application Timeline: The application with the South Dakota Department of Transportation took place in November. We attended this hearing in Pierre and spoke on the significance of funding this project.
- **Loan Update:**
  - A 16 million dollar funding request was submitted for rail infrastructure at the High Plains Soybean Processing Plant.
  - The South Dakota Rail Authority approved 12.6 million dollar at a 2.95% interest rate, advancing this crucial project.
- **Planning and Hosting a 3rd Mitchell Workforce Summit** –
  - The Goal is to improve the culture within Mitchell businesses. The focus of this summit will be on Lean Philosophy in the culture of your business:
  - **LEAN Philosophy**
  - South Dakota Manufacturing and Technology Solutions will be presenting.
    - Will focus on the LEAN philosophy:
    - LEAN is a production philosophy that eliminates waste and increases productivity and customer satisfaction. It's a systematic approach that involves continuous improvement and streamlining operations to reduce inefficiencies. LEAN culture is the organizational framework that establishes the guiding principles and behavioral expectations for the company.
  - Scheduled for **March 20th, 2025.**

Community Development/Misc

- **MADC held its first ever pheasant hunt on November 2.**
  - The event hosted prospective businesses considering relocation or expansion to Mitchell.
  - Plans are in place to establish this as an annual event to strengthen business relationships. This is a great recruitment tool for showcasing Mitchell to our business prospects and allows us to host individual business developers.
- **Initiated Measure 28 Informational Meeting**
  - Partnered with the James Valley Community Center
  - Presentations were provided by representatives from IM28 and the Mayor of Mitchell.
  - Discussions focused on the potential impacts of the measure on Mitchell's ability to collect sales tax.
  - Mitchell opposed IM28 at almost 80%. This was the highest rate out of all first-class municipalities.

MADC Pheasant Hunt

IM-28 Meeting

Workforce Retention Summit

Dakota Heartland Development Association

1

Business Development

WHITE LAKE -

- *A new business – Momma's Little Bakery has opened a Main Street location in Downtown White Lake.*
- *Working with the local bank and supported by the community, the owners bought and completely remodeled a Main Street building providing space for both the bakery and an apartment upstairs.*
- *The Development Corp. is working to host a ribbon cutting/open house for the new business in late January, 2025.*

2

Housing

WHITE LAKE –

- *White Lake Development facilitated the acquisition of a Jensen DesignBuild Workforce Housing 2 bed, 1 bath Tri-plex to provide housing for workforce needs of the Aurora-Brule Nursing Home, School District, and Avera Medical Clinic.*

3

Advocacy

CORSICA/ARMOUR/TRIPP–

- *Corsica and Armour Development Corps. individually invited local legislators and other community leaders to visit the community the community, learn about successes and challenges, and build relationships with them.*
- *Tripp Development used technology via Zoom and Conference Call to visit with their legislators during their December Board Meeting. Board members discussed topics of interest including school funding, etc.*

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 01-15-2025

Organization: Mitchell Technical College Foundation

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

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

Contact Information:

Name: Heather Kulm

Address: 1800 E Spruce St, Mitchell, SD 57301

Phone #: (605) 995-7342

Email: heather.kulm@mitchelltech.edu

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

Dates of Ticket Sales: April 4, 2025

Date of Raffle Drawing: April 4, 2025

Value of Raffle Prize: TBD

Proceeds Benefitting: Alumni Legacy Scholarship

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

Date Received: 1-15-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 01.08.2025

Organization: Whitetails Unlimited, Inc.

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

____Chartered veterans' organization
X Charitable organization
____Fraternal organization
____Political party
____Political action committee or political committee on behalf of any candidate for a political office
____Religious organization
____Educational organization
____Local civic or service club
____Volunteer fire department

Contact Information:

Name: Cynthia Tourmo

Address: P.O. Box 720 Sturgeon Bay, WI 54235

Phone #: 920-743-6777 Ex: 104

Email: ctourmo@whitetailsunlimited.com

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

Dates of Ticket Sales: 04.05.2025

Date of Raffle Drawing: 04.05.2025

Value of Raffle Prize: ≈ $18,000 (multiple Prizes)

Proceeds Benefiting: Research, Wildlife Agency Assistance, Habitat Enhancement, Scholarships, Hunter Safety / Education, Anti-Poaching Measures, Cooperative Projects w/ other Conservation Organizations.

1-8-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: Jan 15, 2025

Organization: Mitchell Lions Club

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

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

Contact Information:

Name: David A Brown

Address: 105 N Harmon Dr.

Phone #: 605-770-0336

Email: dbrown@cortrustbank.com

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

Dates of Ticket Sales: Feb 15 - March 31 2025

Date of Raffle Drawing: 4/1/25

Value of Raffle Prize: $ 4020

Proceeds Benefitting: Club Service Projects

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

Date Received: 1/15/25

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 21, 2025	**Requested By:**	Dean Knippling
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Surplus Items to be Sold on Purple Wave-Police Department		
Explanation/Background of Agenda Item Requested:	The Police Department has numerous items to be declared as surplus and sold on Purple Wave or destroyed. Please see attached list of items.		

Surplus to destroy or sell

Computer Mount Style	Serial Number	Qty.
Gamber Johnson C-53	Q11414AAJ010	1
Gamber Johnson C-53	N36013AAJ004	1
Gamber Johnson C-53	Q11414AAJ022	1
Gamber Johnson C-53	Q11414AAJ016	1
Gamber Johnson CF-31	C34211AAE046	1
Gamber Johnson CF-53	X11117AAJ017	1
Gamber Johnson CF-53	U00716AAJ045	1
Gamber Johnson CF-53	U00716AAJ043	1
Gamber Johnson CF-53	U00716AAJ038	1
Gamber Johnson NP-PANDOCK-L1	33907AZB005	1
Cage Partition		
2018 Ford Explorer (Full)		2
*includes sidewindow bars		
Car Partitions for old patrol cars		3
Push Bumpers		
Setina for 2018 Ford Explorer		2
Office Furniture		
Conference table		1
Rolling Computer desks		2
2 shelf / 2 door bookshelf		2
short bookstand		2
Metal desk		1
5 drawer file cabinet		2
4 drawer file cabinet		8
2 drawer file cabinet		1
Vehicles		
2008 Saturn Vue	Vin 3GSCL537885609677	
2014 Ford Explorer	Vin 1FM5K8AR8EGC02106	
2008 Dodge 1500	Vin 1D7HU18N38J178719	
2018 Ford Explorer	Vin 1FM5K8AR2JGB34055	
Tires		
Firestone 245 55R18		10
Firestone 265 60R18		5
Patrol Vehicle Equipment		
Dog Kennel for Ford Explorer		1
Center consoles for radios and control boxes		4
Computer mount parts and pieces (not reusable)		1
Misc. control boxes, radio mounts, radios and lights (outdated)		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

Meeting Date Requested:	January 21, 2025	**Requested By:**	Kevin Nelson

Desired Action of City Council:

Approve the designation as surplus for each of the items listed.

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

N/A

Agenda Item:

Surplus Items to be Sold on Purple Wave Golf and Cemetery

Explanation/Background of Agenda Item Requested:

The below items are no longer used due to having been phased out due to age and/or wear and/or function. Some have been around so long that they are not listed in the inventory, so we are requesting that they be designated as surplus:

Toro 3280 Mower Cab	Model 30298	SN: 315000142 (Cemetery)
Boss 8' x 1' Pickup Snow Plow	No Model #	SN: Not legible (Cemetery)
(5) Nelson Rain Train Waterers	Model 400	SN: Not legible (Golf)
Pittsburg 5' 3-point Blade	No Model #	SN: None (Golf)
Jacobsen Pull-behind Turf Aerator	Model: 590	SN: 510351 (Golf)

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 21, 2025	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Property Tax Abatement for 2024 Taxes Payable in 2025 for Mitchell Area Safehouse Inc		
Explanation/Background of Agenda Item Requested:	The Property should be tax-exempt-mistake in implementing in computer.		

2025-002 A

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Tax Year Payable 2025

Board of County Commissioners of Davison County, South Dakota

Tax Bill # 2024-7880

2025-002 A

NAME Mitchell Area Safehouse Inc.

MAILING ADDRESS 1809 N Wisconsin St.

CITY Mitchell SD **STATE** SD **ZIP CODE** 57301

Legal Description of Property W 386.73' Blk 1 Except S 330' of W 220' + Except portion Lot A Green Acres Subdivision

Parcel # 15270-00100-003-00

Application for an abatement/refund of taxes is being presented due to the following reason (check applicable provision)

____ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment;

____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid;

____ A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss:

____ Structures have been removed after the assessment date (upon verification by the director of equalization) Date structures removed

____ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4.

____ Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

____ Tax bill generated in previous year to transfer the title or for relocation of a mobile home.

X Other / Comments: Property purchased by exempt entity Property Should be Tax Exempt - mistake in implementing in computer

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding – Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Leah Vissia, DOE Director
Applicant's Signature

Subscribed and sworn to, before me this 14th Day of January, 2025

Marni Atkinson Deputy Aud
Notary / Auditor / Deputy Auditor

Approved / Disapproved by City or Township Board _____ Date _____

Approved / Disapproved by County Chairman _____ Date _____

DATE RECEIVED in the County Auditor's office _____ Received by _____

Current Tax: $ 4,401.84

Adjusted Tax: $ 0

Amt **Abated**/Refunded: $ 4,401.84

Date Approved: _____

Check Number if Refunded: _____

2024 REAL ESTATE TAX NOTICE DUE IN 2025

DAVISON COUNTY TREASURER
200 E 4TH AVE
MITCHELL SD 57301
TEMP-RETURN SERVICE REQUESTED

Property Addresss: 1600 N KIMBALL ST
Legal Desc: W386.73' BLK 1 EX S33O' OF W220' & EXC PORTION LT A GREEN ACRES SUB-NW

Please notify us of address changes.
605-995-8617
SEE TRS TAX SEARCH ON COUNTY
WEBSITE: www.davisoncounty.org/treasurer

CITY/TOWNSHIP: MITCHELL CITY
SCHOOL DISTRICT: MITCHELL 17-2
JAMES RIVER WATER DISTRICT

MITCHELL AREA SAFEHOUSE INC
1809 N WISCONSIN ST
MITCHELL SD 57301

TAX BILL #: 2024-7880
PARCEL #: 15270-00100-00030

OWNER NAMES: MITCHELL AREA SAFEHOUSE INC,

CONTRACTED TO:

ENTITY	$/1000 LEVY	TAXABLE	TAX *OPT-OUT
CITY	4.2509	$254,315.00	$1,081.07
COUNTY	3.3157	$254,315.00	$843.23
JAMES RIVER WATER	0.0560	$254,315.00	$14.24
SCHOOL-OT	9.6860	$254,315.00	$2,463.30

FIRST PAYMENT	**$2,200.92**
SECOND PAYMENT	**$2,200.92**
TOTAL TAXES DUE	**$4,401.84**

** INDICATES A LOCAL DECISION TO OPT OUT OF THE TAX LIMITATION*
Ag land taxable @ 85.00% of assessed value. Non Ag land taxable @ 98.30% of assessed value.
***** IMPORTANT INFORMATION - PLEASE READ *****
If your taxes are included in your mortgage payment,retain this notice as reference.
Not all mortgage companies pay Special Assessments which are due April 30th.
If this tax notice includes any Special Assessments please contact your mortgage holder to determine who is responsible.
SENIOR CITIZENS and DISABLED ASSESSMENT FREEZE * For DAVISON COUNTY RESIDENTS ONLY *
Filing Deadline.....April 1st (You MUST re-apply each year)
Minimum Age.....65 or older, or disabled before January 1st
Income Guidelines Apply.....Contact your County Treasurer's Office
Delinquent Taxes Will Accumulate Interest At .833% per Month!

WHEN MAKING PAYMENT BY MAIL OR IN PERSON, PLEASE INCLUDE THE PAYMENT STUB FOR EACH TAX BILL.

CUT HERE

DAVISON COUNTY TREASURER
200 E 4TH AVE
MITCHELL SD 57301

PAYMENT 1

MITCHELL AREA SAFEHOUSE INC

BILL#: 2024-7880
PARCEL#: 15270-00100-00030

1st HALF TAX AMOUNT DUE **$2,200.92**

1st HALF DELINQUENT AFTER APRIL 30th,2025
Detach and Return with First Payment
NO RECEIPT MAILED UNLESS SELF-ADDRESSED ENVELOPE IS ENCLOSED

☐ NOTE CHANGE OF ADDRESS INFORMATION ON REVERSE SIDE

CUT HERE

DAVISON COUNTY TREASURER
200 E 4TH AVE
MITCHELL SD 57301

PAYMENT 2

MITCHELL AREA SAFEHOUSE INC

BILL#: 2024-7880
PARCEL#: 15270-00100-00030

2nd HALF TAX AMOUNT DUE **$2,200.92**

DELINQUENT AFTER OCTOBER 31st,2025
Detach and Return with First Payment
NO RECEIPT MAILED UNLESS SELF-ADDRESSED ENVELOPE IS ENCLOSED

☐ NOTE CHANGE OF ADDRESS INFORMATION ON REVERSE SIDE

FORM: PT 43

PROPERTY TAX-EXEMPT STATUS OF A PRIVATE ORGANIZATION APPLICATION
SDCL 10-4-15

Application must be filed with the **Director of Equalization** before **November 1st** for consideration by the County Board of Equalization the following year.

APPLICANT INFORMATION

NAME OF ORGANIZATION			COUNTY
Mitchell Area Safehouse dba Safe Place of Eastern South Dakota			DAVISON
MAILING ADDRESS	CITY	STATE	ZIP CODE
1809 N Wisconsin St	Mitchell	SD	57301
PROPERTY ADDRESS (if different than mailing address)			
1600 N Kimball St, Mitchell, SD 57301			
PARCEL NUMBER	EMAIL	PHONE NUMBER	
15270-00100-000-30	lenora@safeplace-esd.org	6059966622	
LEGAL DESCRIPTION (include lot, block, subdivision, etc.)			
W386.73' OF BLK 1 EX S330' OF W220' THEREOF & EXC PORTION LOT A 15270-GREEN ACRES SUBD-NW(15)			

EXEMPTION IS CLAIMED UNDER	FEDERAL EXEMPTION NUMBER	
( ) RELIGIOUS EXEMPTION (SDCL 10-4-9)	NUMBER	
(●) CHARITABLE EXEMPTION (SDCL 10-4-9.1)	501(C)(3) 46-0389086	
( ) BENEVOLENT EXEMPTION (SDCL 10-4-9.2)	( ) 501(C)(3) ( ) 501(C)(10) ( ) 501(C)(7) ( ) 501(C)(19)	NUMBER
( ) NON-PROFIT HEALTH CARE (SDCL 10-4-9.3)	501(C)(3)	
( ) EDUCATION EXEMPTION (SDCL 10-4-13)	ACCREDITED BY	
( ) CONGREGATE HOUSING (SDCL 10-4-9.4)	501(C)(3) **Congregate housing applications must also include a statement listing health care services provided and method(s) used to satisfy the balanced nutrition program.**	
( ) LOCAL INDUSTRIAL DEVELOPMENT CORP (SDCL 5-14-23)		
( ) MULTI-TENANT BUSINESS INCUBATOR	( ) 501(C)(3) ( ) 501(C)(4) ( ) 501(C)(6)	NUMBER
( ) OTHER	CITE APPROPRIATE CODE	
Date of organization was created or incorporated 03/07/1985	Date and method of acquisition of property (contract for deed, warranty deed, quit claim deed, other) 01/12/2022 - warranty deed	

What percent of property is used exclusively for religious, charitable, benevolent, health, educational, or other exempt purpose? Land 100 % Structures NA %

Specific uses of the property (exempt use as well as any nonexempt use)

This land will be location for the new Safe Place of Eastern South Dakota facility. Safe Place provides emergency shelter for domestic violence victims and their children, advocacy services, training and education in the community on topics such as domestic violence, stalking, human trafficking. Safe Place of Eastern South Dakota also provides family support services. The current facility is located at 1809 N Wisconsin St in Mitchell and is property tax exempt.

Itemize any income generated on this property

No income - not for profit.

This application is for full (●) or partial ( ) property tax exempt status in accordance with the provisions of state laws and regulations.

I declare under penalty of perjury under the law of South Dakota that the foregoing is true and correct.

APPLICANT SIGNATURE	TITLE	DATE
eSigned via SeamlessDocs.com Lenora Heyduk Key: b3b5e7ed2221f06e1bffa2182ac0389	Business Manager	10-11-2023

DIRECTOR OF EQUALIZATION OFFICE USE ONLY

REPORT OF INVESTIGATION TO BE MADE BY DIRECTOR OF EQUALIZATION TO THE COUNTY BOARD OF EQUALIZATION

I recommend that the described property be declared 100 **% exempt for land** 100 **% exempt for structures for the assessment year of 20**24, **following action by the county board of equalization.**

ESTIMATE THE VALUE OF REAL PROPERTY INVOLVED IN THIS APPLICATION		
LAND	STRUCTURES	AMOUNT OF INSURANCE
0	0	

DIRECTOR OF EQUALIZATION OFFICE SIGNATURE	DATE
eSigned via SeamlessDocs.com Rachel J. Weber Key: fe4d807f-3433-4d00-bda0-a7f26b70ae15	04-17-2024

CLERK OF COUNTY BOARD USE ONLY

ORGANIZATION NAME: Davison

THE REQUEST FOR PROPERTY TO BE CLASSIFIED AS TAX-EXEMPT IS:

(● APPROVED ( ) DENIED ( ) ACKNOWLEDGE RECEIPT: Your request will be reviewed _____

NOTES/REASON FOR DENIAL

COUNTY BOARD CLERK SIGNATURE	DATE
eSigned via SeamlessDocs.com Susan Kiepke Key: 763047eb-f0d9-4b96-8d77-1d7aa82e485b	04-17-2024

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 21, 2025	**Requested By:**	Joe Schroeder

Desired Action of City Council:

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

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

Agenda Item:

Change Order #2-Final to Rexwinkel Concrete Inc. for East Spruce Construction Project #2021-39

Explanation/Background of Agenda Item Requested:

Change Order No. 2 reflects actual quantities installed for the project and will be the final change order.
Please see attached Change Order #2 for detailed information.

Original Contract Amount - $875,652.04
Current Contract Amount - $903,654.78
Decrease of this Change Order - $3,090.00
New Contract Amount - $900,564.78

City staff recommends approval of Change Order No. 2 as outlined above.

Project Budget -
Design and Bidding Fee - $77,265
Construction Engineering - $163,700
Project Bid - $875,652.04
Change Order No. 1 - $28,002.74
Change Order No. 2 - ($3,090.00)
Miscellaneous Project Expenses - $25,213
Total Project Cost - $1,166,742.78

Total Budget - $1,185,000
Contingency - $18,257.22

Change Order No. 2F

Date of Issuance:	1/20/2025	Effective Date:	1/6/2025
Owner:	City of Mitchell	Owner's Contract No:	#2021-39
Contractor:	Rexwinkel Concrete Inc.	Contractor's Project No.:	N/A
Engineer:	Brosz Engineering	Engineer's Project No.:	2107122
Project:	East Spruce Street Reconstruction	Contract Name:	East Spruce Street Reconstruction

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

Item	*Decription*	*quantity*	*unit*	*$ / unit*	*extended*
17	Temporary Sediment Barrier	-8	EACH	$ 50.00	$ (400.00)
18	12" Diameter Erosion Control Wattle	-270	FT	$ 12.00	$ (3,240.00)
19	High Flow Silt Fence	-110	FT	$ 15.00	$ (1,650.00)
Reason:	*The above adjustments are made for as-built quantities to complete the project.*				
67	Concrete Erosion Structure	1	LS	$ 2,200.00	$ 2,200.00
Reason:	*A concrete erosion structure was need between the curb & gutter and storm sewer inlet at Sta 6+10 Lt to prevent future maintenance issues.*				

Total Contract Change = $ (3,090.00)

Attachments Included:

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
	[note changes in Milestones if applicable]
Original Contract Price:	Contract Time: n/a
	Substantial Completion: September 1, 2024
$ 875,652.04	*days or dates*
Increase from previously approved Change Orders No. 1 to No. 2:	[Increase] [Decrease] from previous approved Change Orders No. XX to No. XX: -
	Contract Time: -
$ 28,002.74	Substantial Completion: September 1, 2024
	days or dates
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Contract Time: -
$ 903,654.78	Substantial Completion: September 1, 2024
	days or dates
Decrease of this Change Order:	[Increase] [Decrease] of this Change Order:
	Contract Time: none
$ (3,090.00)	Substantial Completion: none
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Contract Time: n/a
$ 900,564.78	Substantial Completion: September 1, 2024
	days or dates

RECOMMENDED:	***ACCEPTED:***	***ACCEPTED:***
By:	By:	By:
Engineer (if required)	*Owner (authorized signature)*	*Contractor (authorized signature)*
Title: Engineer	Title:	Title:
Date: 12/30/2024	Date:	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 21, 2025	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	Sewer Enterprise Fund - Approved at 06/03/2024 Council Meeting		
Agenda Item:	Change Order #1-Final to Schoenfelder Construction for RR & Main Street Sewer Improvement Project #2024-21		
Explanation/Background of Agenda Item Requested:	Change Order No. 1-Final reflects actual quantities installed for the project. The Contractor was able to allow the storm sewer to remain in place. Storm sewer that was removed was required to be replaced during the Railroad and Main StreetScape project. Traffic Control was also utilized from the Railroad and Main StreetScape project. Please see attached Change Order #1 for detailed information. Original Contract Amount - $284,525.50 Current Contract Amount - $285,525.50 Decrease of this Change Order - $99,309.00 New Contract Amount - $185,216.50 City staff recommends approval of Change Order No. 1-Final as outlined above		

Change Order No. 1

Date of Issuance:	**12/04/2024**	Effective Date:	**1/6/2025**
Owner:	**City of Mitchell**	Owner's Contract No.:	**2024-21**
Contractor:	**Schoenfelder Construction, Inc.**	Contractor's Project No.:	
Engineer:	**McLaury Engineering, Inc.**	Engineer's Project No.:	**2024-21**
Project:	**Railroad and Main St. Sewer Improvements**	Contract Name:	

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

Description: Project quantities closeout

Attachments:

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: $ 284,525.50	Original Contract Times: Substantial Completion: August 31, 2024 Ready for Final Payment: September 30, 2024 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. __: $	[Increase] [Decrease] from previously approved Change Orders No. -_ to No. _-_: Substantial Completion: - Ready for Final Payment: - Days
Contract Price prior to this Change Order: $ 284,525.50	Contract Times prior to this Change Order: Substantial Completion: August 31, 2024 Ready for Final Payment: September 30, 2024 days or dates
Decrease of this Change Order: $ -99,309.00	**Increase** of this Change Order: Substantial Completion: Ready for Final Payment: days or dates
Contract Price incorporating this Change Order: $ 185,216.50	Contract Times with all approved Change Orders: Substantial Completion: Ready for Final Payment: days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Senior Project Manager	Title	Title
Date: 12-04-2024	Date	Date 12-11-24

Approved by Funding Agency (if applicable)

By: Date:

Title:

Change Order Summary

For (Contract): **Railroad and Main St. Sewer Improvements**

Change Order Number: **1**

Application Period: **Dec-24**

Application Date: **12/4/2024**

A					B	C	D	E	F		G
Item		Contract Information				Change Order Information					
Bid Item No.	Description	Original Item Quantity	Units	Unit Price	Total Value of Item ($)	New Item Quantity	Units	New Unit Price	New Total Value of Item ($)	% of Original (F/B)	Increase or (Decrese) in Contract Price (F-B)
4	Remove, Salvage and Reset Storm Sewer Manhole	2	Each	$4,500.00	$9,000.00	0	Each	$4,500.00	$0.00		($9,000.00)
5	Remove, Salvage and Reset 30 RCP Storm Sewer Pipe	155	Ft	$200.00	$31,000.00	0	Ft	$200.00	$0.00		($31,000.00)
6	Remove, Salvage and Reset 36" RCP Storm Sewer Pipe	246	Ft	$210.00	$51,660.00	0	Ft	$210.00	$0.00		($51,660.00)
7	Remove, Salvage and Reset 12" RCP Storm Sewer Pipe	24	Ft	$175.00	$4,200.00	0	Ft	$175.00	$0.00		($4,200.00)
8	Inlet Protection	4	Each	$600.00	$2,400.00	0	Each	$600.00	$0.00		($2,400.00)
9	Traffic Control Signs	166	SqFt	$5.00	$827.50	63	SqFt	$5.00	$315.00	38%	($512.50)
10	Type 3 Barricade	21	Each	$135.00	$2,835.00	7	Each	$135.00	$945.00	33%	($1,890.00)
16	6" PVC Water Main	10	Ft	$125.00	$1,250.00	0	Ft	$125.00	$0.00		($1,250.00)
17	Connect to Existing 6" Water Main	2	Each	$1,500.00	$3,000.00	0	Each	$1,500.00	$0.00		($3,000.00)
21	6" PVC Cap	1	Each	$500.00	$500.00	0	Each	$500.00	$0.00		($500.00)
25	Manhole Section	0	Each	$0.00	$0.00	1	Each	$826.50	$826.50		$826.50
26	Manhole Base	0	Each	$0.00	$0.00	1	Each	$1,425.00	$1,425.00		$1,425.00
27	Pump Rental	0	LS	$0.00	$0.00	1	LS	$3,852.00	$3,852.00		$3,852.00
	Totals										**-$99,309.00**

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 21, 2025	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	602-43340-43355, $16,000,000		
Agenda Item:	Change Order #1 to H&W for Water Distribution System Improvements Project #2020-20		

Explanation/Background of Agenda Item Requested:

Change Order No. 1 reflects changes to the contract required for boring a water main under State Highway 37 south of Mitchell.
Please see attached Change Order #1 for detailed information.

Original Contract Amount - $2,262,671.30
Current Contract Amount - $2,262,671.30
Increase of this Change Order - $43,770.00
New Contract Amount - $2,306,441.30

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

Current Project Budget:
Total estimated project cost - $16,000,000
Pump Station and Ground Storage Reservoir - $11,518,800
Pump Station and Ground Storage Reservoir Co #1 - $118,577.02
Pump Station and Ground Storage Reservoir Co #2 - $10,533.00
Pump Station and Ground Storage Reservoir Co #3 - $31,285.00
Pump Station and Ground Storage Reservoir Co #4 - $9,624.00
Water Main Distribution Imp - $2,262,671.30
Water Main Distribution Imp Co #1 - $43,770.00
Soft Costs (Engineering, Administrative) - $1,628,242.34
Geotek Engineering (Construction Testing Services) - $42,950.00
Land Purchase - $149,971.50
Contingencies - $183,575.84

City of Mitchell Construction Change Order No. 1

Original Contract Amount:	$ 2,262,671.30	Project Name:	Water Main Distribution System Improvement		
Net Change by Previous CCOs:	$ -				
Increase/Decrease this CCO:	$ 43,770.00	Contractor Name:	H&W Contracting		
Current Contract Amount:	$ 2,306,441.30	Contract No.:	2020 - 20	SRF Project No.	C462129-06

All CCO's must comply with South Dakota Codified Law 5-18B-19. To view the law in its entirety: http://legis.state.sd.us/statutes/index.aspx.

The following change in plans and/or specifications for the subject project is hereby made. Attach supporting documents as required.

	Line Item(s) or RFP #	Description of Proposed Work	Justification	Cost
1	87	Trenchless Construction, 16"	Jack and Bore is required by the Railroad	$ (39,500.00)
2	98 (new)	Trenchless Construction, Jack & Bore	Jack and Bore is required by the Railroad	$ 83,270.00
See Attachment for Quantities and/or Justifications: Yes ☐ No ☑			Net Increase/Decrease this Change Order:	$ 43,770.00

Original Completion Date:	10/31/2024	Net Time Change of Previous CCO's:	0	Time Change Due OnThis Change Order:	0	Revised Contract Completion Date:	10/31/2024
Time Extension Justification:	N/A						

The changes contained in this Construction Change Order are made in accordance with the provisions of the contract for subject project, and when accepted by the Contractor and upon approval by the City of Mitchell, shall become part of said contract.

Signature	Date	Signature	Date
Architect/Engineer Recommendation	1/2/2025	Project Manager Recommendation	
Contractor Acceptance	12/19/24	City Engineer: ☐ Approval ☐ Recommendation	
The following signatures are required when the amount of the increase/decrease is greater than or equal to $25,000.			
Finance Recommendation		Attorney Recommendation	
Mayor Approval			

Date Received: _____
Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. _____

A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name		Phone Number	
LAB, LLC		(605) 656-0010	
Address	City	State	Zip
501 S. Sanborn Blvd	Mitchell	SD	57301

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name		Phone Number	
LAB, LLC		(605) 656-0010	
Address	City	State	Zip
501 S. Sanborn Blvd	Mitchell	SD	57301

C. INDICATE CLASS OF LICENSE BEING APPLIED FOR

(Submit separate application for each class of license).

[✓] Retail (on-sale) Liquor
[ ] Retail (on-sale) Liquor - Restaurant
[ ] Convention Center (on-sale) Liquor
[ ] Package (off-sale) Liquor
[ ] Retail (on-off sale) Wine and Cider
[ ] 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? (If yes, please list on additional sheet)	[●] YES [ ] NO

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

D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description:
L1 & L2 except W 50' L3, Block 6 Van Epps Add

E. State Sales Tax Number 1029-2738-ST

F. [ ] New License [●] Transfer? ($150) [ ] Re-issuance

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

Date	Print Name	Signature
01/09/2025	Doug Backlund	

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

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date

If disapproved, endorse reason thereon and return to applicant

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

Uniform Alcoholic Beverage License Application
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC		
LAB, LLC		
Address of office and principal place of business of corporation/partnership/LP/LLC		
501 S. Sanborn Blvd		
City	State	Zip Code
Mitchell	SD	57301
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		[●] YES [ ] NO

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

Name	Office	Address	Occupation
Doug Backlund	Sole Member	2202 E 1st Avenue, Mitchell, SD	Self-employed

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

Name	Type of License	License #	Financial Interest Held	Address of Business Location
Doug Backlund	Malt Beverage	RB-2169	Owned by LAB, LLC	501 S. Sanborn Blvd., Mitchell, SD

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

2202 E 1st Ave Mitchell, SD 57301

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license that that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner	Date
	1/9/2025

AFFIDAVIT

STATE OF SOUTH DAKOTA)
):SS
COUNTY OF DAVISON)

The Back 40, LLC, a South Dakota limited liability company, by and through its sole Member, Keke Leiferman, being first duly sworn on oath deposes and says: That on the 9th day of January 2025, The Back 40, LLC is the owner of a retail on-sale liquor license situated at 511 North Main Street, Mitchell, Davison County, South Dakota and that on the said date it made a transfer/sale of South Dakota retail on-sale liquor license no. RL-5353 to LAB, LLC, a South Dakota limited liability company, of 501 S. Sanborn Blvd., Mitchell, Davison County, South Dakota.

The Back 40, LLC

By: _____
Keke Leiferman
Its: Member

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the 9th day of January 2025, before me, the undersigned officer, personally appeared Keke Leiferman, who acknowledged herself to be a member of The Back 40, LLC, a South Dakota limited liability company, and that she as such being authorized to do so, executed the forgoing instrument for the purposed therein contained, by signing the name of the company by herself as its Member.

CHELSEA A. TILBERG
NOTARY PUBLIC
SEAL SOUTH DAKOTA SEAL

_____
Notary Public

My Commission Expires: 3/29/28
(SEAL)

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

Mitchell SOUTH DAKOTA Outside expectations

December 31, 2024

TO: MAYOR & CITY COUNCIL

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

A Transport load quantity quote was taken for 3,900 gallons of "blended" off road diesel and 3,600 gallons of "blended" on road diesel.

Midway Service/Vollan Oil		Requested Bid Gallons	Price per Gallons	Total Bid Gallon	Per Product
On Road Diesel- #2	1800	1800	$2.57	$ 4,626.00*	
On Road Diesel- #1	1800	1800	$2.79	$ 5,022.00*	
					Sub Total: $9,648.00*
Off Road Diesel- #2	1950	1950	$2.30	$ 4,485.00*	
Off Road Diesel- #1	1950	1950	$2.52	$ 4,914.00*	
					Sub Total: $9,648.00*
Unleaded Gas	0	0	$0	$0	
Unleaded Gas-10% Ethanol	0	0	$	$0	
					Total Bid: $19,047.00*
Howe's Oil Company					
On Road Diesel- #2	1800	1800	$2.560	$ 4,608.00	
On Road Diesel- #1	1800	1800	$2.870	$ 5,166.00	
					Sub Total: $9,774.00
Off Road Diesel- #2	1950	1950	$2.285	$ 4,455.75	
Off Road Diesel- #1	1950	1950	$2.595	$ 5,060.25	
					Sub Total: $9,516.00
Unleaded Gas	0	0	$0	$ 0	
Unleaded Gas-10% Ethanol	0	0	$0	$ 0	
					Total Bid: $19,290.00

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

Sincerely,

Kevin Roth
Street & Sanitation Superintendent

PAY ESTIMATES FOR JANUARY 21, 2025

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Rice Lake West	#2020-20 Mitchell Pump Station Above Ground	#20	$ 29,650.00	$ 10,984,378.07	$ 11,688,819.02
H&W Contracting	#2020-20 Mitchell Watermain Dist. System Improv.	#5	$ 80,585.61	$ 1,715,999.98	$ 2,262,671.30
Krohmer Plumbing	#2020-20 Mitchell Watermain Dist. System Improv.	#1	$ 998.00	$ 998.00	$ 998.00
Geo-Tek Engineering & Testing	#2020-20 Mitchell Watermain Dist. System Improv.	#12	$ 733.00	$ 46,043.25	$ 42,950.00
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#52	$ 11,406.32	$ 1,365,950.27	$ 1,462,687.34
Steve Donovan	#2021-14 Firesteel Creek NAWCA Grant Admin.	#12	$ 1,687.30	$ 37,513.53	$ 40,000.00
HDR Engineering Inc.	#2021-31 North Waste Water Improvements	#39	$ 40,365.76	$ 1,791,515.74	$ 1,806,325.00
PKG Contracting Inc.	#2021-31 North Waste Water Improvements	#24	$ 101,243.89	$ 14,981,027.74	$ 15,339,983.36
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#24	$ 35,008.32	$ 1,489,836.39	$ 1,908,860.00
First Rate Excavate, Inc.	#2022-1 WWTP -Phase II - South Plant-Sched. B	#2	$ 362,359.26	$ 382,236.03	$ 619,478.00
Halme, Inc.	#2022-3 23rd & Ohlman Lift Station Replacement	#2	$ 66,244.93	$ 86,440.93	$ 1,547,214.00
McLaury Engineering, Inc.	#2022-26 3rd & Main Streetscape	#14	$ 8,840.00	$ 274,929.10	$ 301,956.00
Brosz Engineering, Inc.	#2023-3 Jetty & Marina Bike Trail	#19	$ 420.00	$ 204,850.50	$ 309,630.00
Halme Inc.	#2023-16 Ohlman & S. Harmon Lift Station	#2	$ 62,987.35	$ 74,507.35	$ 1,239,223.50
McLaury Engineering	#2023-21 2nd/4th & Main Street	#12	$ 12,738.35	$ 175,801.97	$ 342,295.00
L.L. Jirsa, Architect	#2023-33 Lake Mitchell Tornado Shelter	#1	$ 9,798.00	$ 9,798.00	$ 48,990.00
Brosz Engineering Inc.	#2024-2 East 5th - Burr to Foster - Utilities	#12	$ 42,970.00	$ 177,625.00	$ 238,710.00
Quality Cut Lawn	#2024-22R Airport Snow Removal	#4-2024	$ 10,000.00	$ 40,000.00	$ 75,000.00
	TOTALS		$ 878,036.09	$ 33,839,451.85	$ 39,275,790.52

Prepared by Deb Hanson-Sudbeck

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1110 CITY COUNCIL BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00944	PLANNING & DEVELOPMENT						
		I-12302024	101-41110-42720	DISTRICT III	2025 MEMBERSHIP DUES	205365	14,446.00
01-03498	COLUMN SOFTWARE PBC						
		I-35882B15-0149	101-41110-42300	LEGAL PUBLICA	01.06.2025 MEETING MINUTES	205319	348.69
01-04015	CORN PALACE						
		I-202501070162	101-41110-42600	SUPPLIES & MA	CITY COUNCIL WATER	205324	15.00
				DEPARTMENT 1110	CITY COUNCIL	TOTAL:	14,809.69

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1210 MAYOR'S OFFICE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03678	INTERSTATE OFFICE PRODU					
		I-01EF2599	101-41210-42600	SUPPLIES & MA BINDERS,PENS,MOISTENER,NOTES	205340	19.65
				DEPARTMENT 1210 MAYOR'S OFFICE	TOTAL:	19.65

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1220 CITY ADMINISTRATOR BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-200001905	101-41220-42200 PROFESSIONAL	ELLWEIN-2025 MEMBERSHIP	205375	150.00
01-06750	MITCHELL TELECOM					
		I-11074358	101-41220-42800 UTILITIES-TEL	ACCT #00223662-2	205357	0.32
01-09060	MITCHELL ROTARY CLUB					
		I-2482	101-41220-42200 PROFESSIONAL	ELLWEIN DUES, MEALS	205356	92.00
				DEPARTMENT 1220 CITY ADMINISTRATOR	TOTAL:	242.32

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE						
		I-200001904	101-41410-42700	TRAVEL, CONF	J JOHNSON MEMBERSHIP	205374	50.00
		I-200001958	101-41410-42700	TRAVEL, CONF	J JOHNSON-DINNER REGISTRATION	205376	30.00
01-04864	INTERNATIONAL MUNICIPAL						
		I-1003521	101-41410-42700	TRAVEL, CONF	2025 JOHNSON MEMBERSHIP RENEWA	205339	669.00
01-06750	MITCHELL TELECOM						
		I-11074358	101-41410-42810	UTILITIES-TEL	ACCT #00223662-2	205357	0.33
					DEPARTMENT 1410 ATTORNEY'S OFFICE	TOTAL:	749.33

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1420 FINANCE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE						
		I-200001903	101-41420-42700	TRAVEL	BATHKE,ROTH MEMBERSHIPS	205373	70.00
01-03678	INTERSTATE OFFICE PRODU						
		I-01EF2599	101-41420-42600	SUPPLIES & MA	BINDERS,PENS,MOISTENER,NOTES	205340	83.91
01-06750	MITCHELL TELECOM						
		I-11074358	101-41420-42800	UTILITIES - T	ACCT #00223662-2	205357	3.71
				DEPARTMENT 1420	FINANCE	TOTAL:	157.62

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1440 HUMAN RESOURCES BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06750	MITCHELL TELECOM					
		I-11074358	101-41440-42800	UTILITIES ACCT #00223662-2	205357	1.83
01-09650	CONNECTIONS INC EAP					
		I-12262024	101-41440-42230	EMPLOYEE ASSI 2025 1ST QTR PAYMENT	205320	2,300.40
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	2,302.23

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01497	GRAINGER					
		I-9362108707	101-41920-42620	SUPPLIES-CITY AIR FRESHNERS	205338	61.66
				DEPARTMENT 1920 MUNICIPAL BUILDINGS TOTAL:		61.66

PACKET: 07198 MEETING 01.21.2025
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
01-06750	MITCHELL TELECOM					
		I-11074358	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	205357	2,496.34
		I-11074358	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	205357	0.36
01-09119	CIVICPLUS LLC					
		I-325538	101-41935-42920	COMPUTER SOFT SMS SUBSCRIBERS RENEWAL	205317	945.00
				DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		3,441.70

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE						
		I-815049255	101-42110-42500	REPAIR & MAIN	OIL FILTER	205381	7.93
01-02378	POWER DMS INC						
		I-INV-124745	101-42110-42693	COMPUTER SOFT	POWER PROGRAMS	205366	14,614.00
01-02679	MENARD'S INC						
		I-81520	101-42110-42600	SUPPLIES	EXPANSION TANK	205347	33.98
01-02811	JONES SUPPLIES						
		I-150140	101-42110-42600	SUPPLIES	T-PAPER,ROLL TOWELS,CLEANER	205342	142.94
01-05943	CNA SURETY DIRECT BILL						
		I-61606718N.01.25	101-42110-42200	PROFESSIONAL	NOTARY BOND-C REITZEL	205318	50.00
01-06750	MITCHELL TELECOM						
		I-11074358	101-42110-42800	TELEPHONE	ACCT #00223662-2	205357	20.67
01-08281	VESTIS						
		I-6380251734	101-42110-42200	PROFESSIONAL	MAT CLEANING	205390	64.77
01-08897	PENGUIN MANAGEMENT INC						
		I-81469	101-42110-42693	COMPUTER SOFT	SERVICE 02.01.25-01.31.26	205363	646.00

DEPARTMENT 2110 POLICE DEPARTMENT TOTAL: 15,580.29

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00210	BAILEY METAL FABRICATOR						
		I-64121	101-42130-42500	REPAIRS	HOT ROLL FLOOR RATE	205311	301.58
01-00424	RUNNINGS SUPPLY INC						
		I-1988590	101-42130-42530	TRAFFIC LIGHT	TRAIL CAM	205367	24.99
01-01404	MITCHELL IRON & SUPPLY						
		I-84647	101-42130-42500	REPAIRS	SQUARE TUBE,CUTTING CHARGE	205354	24.17
01-01490	MUELLER LUMBER CO. INC.						
		I-299839	101-42130-42500	REPAIRS	BOLTS,NUT HEX LOCK,WASHERS	205358	18.18
01-01590	MCLEOD'S PRINTING						
		I-81155	101-42130-42600	SUPPLIES	DAILY APPT BOOK	205346	53.98
01-01964	DAKOTA SUPPLY GROUP						
		C-S104354052.002	101-42130-42535	LIGHT MAINTEN	RETURNED TIME DELAY	205330	179.29-
		I-S104354052.003	101-42130-42535	LIGHT MAINTEN	TIME DELAY	205330	112.86
		I-S104365616.001	101-42130-42535	LIGHT MAINTEN	MOG BASE	205330	60.14
01-02679	MENARD'S INC						
		I-81525	101-42130-42500	REPAIRS	PAINT,TRUCK BED SPRAY,BULB	205347	54.32
01-02880	THUNE TRUE VALUE & APPL						
		I-A586111	101-42130-42535	LIGHT MAINTEN	POWER STRIP	205383	10.99
		I-A586675	101-42130-42535	LIGHT MAINTEN	RECIP BLADE	205383	14.99

DEPARTMENT 2130 TRAFFIC DEPARTMENT TOTAL: 496.91

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 2200 FIRE DEPARTMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02258	JACKI LARSON					
		I-01092025	101-42200-42600	SUPPLIES PIZZA FOR INTERVIEWS REIMB	205345	24.47
01-02811	JONES SUPPLIES					
		I-150139	101-42200-42600	SUPPLIES BLEACH,T-PAPER,ROLL TOWELS	205342	130.32
01-06750	MITCHELL TELECOM					
		I-11074358	101-42200-42800	TELEPHONE ACCT #00223662-2	205357	3.30
01-08897	PENGUIN MANAGEMENT INC					
		I-81469	101-42200-42693	COMPUTER SOFT SERVICE 02.01.25-01.31.26	205363	1,000.00
				DEPARTMENT 2200 FIRE DEPARTMENT	TOTAL:	1,158.09

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-02679	MENARD'S INC						
		I-81297	101-43100-42600	SUPPLIES	GLUE TRAP,SLICER KNIFE,BIT	205347	28.41
01-06750	MITCHELL TELECOM						
		I-11074358	101-43100-42800	UTILITIES	ACCT #00223662-2	205357	1.54
01-10554	MIDWEST OIL COMPANY						
		I-1032850	101-43100-42600	SUPPLIES	MIDWEST ISO 55 GALLON DRUM	205348	439.35
				DEPARTMENT 3100	STREET DEPARTMENT	TOTAL:	469.30

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01313	FRONTIER PRECISION INC					
		I-INV315950	101-43110-42700	TRAVEL CONF D THURMAN,GALPIN TRAINING	205337	150.00
01-02615	SD MUNICIPAL LEAGUE					
		I-200002060	101-43110-42700	TRAVEL CONF D HEGG-BLDG OFFCL MEMBERSHIP	205377	50.00
		I-200002061	101-43110-42700	TRAVEL CONF D SCHROEDER-STREET MAINT MBRSHP	205378	35.00
01-02804	TMA STORES					
		I-107153	101-43110-42500	REPAIRS FLAT TIRE REPAIR	205385	28.17
01-03114	SUBWAY					
		I-1/A-695472	101-43110-42750	PLANNING COMM 01.13.25 PLANNING COMM MEALS	205382	53.94
01-03678	INTERSTATE OFFICE PRODU					
		I-01EF2694	101-43110-42600	SUPPLIES RULER,BINDERS	205340	83.92
01-06750	MITCHELL TELECOM					
		I-11074358	101-43110-42800	UTILITIES ACCT #00223662-2	205357	7.76
		I-11075179	101-43110-42916	NUISANCE ABAT ACCT #00019259-0	205357	5.31
				DEPARTMENT 3110 PUBLIC WORKS ADMIN TOTAL:		414.10

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE					
		I-IZ8223	101-43700-42500	REPAIR & MAIN TIRE REPAIR	205316	20.00
01-00712	NAPA CENTRAL					
		I-809733	101-43700-42600	SUPPLIES & MA OIL FILTERS, AIR FILTERS	205359	90.44
		I-809887	101-43700-42600	SUPPLIES & MA OIL,AIR FILTERS	205359	38.37
01-01199	STURDEVANTS AUTO VALUE					
		I-815049096	101-43700-42600	SUPPLIES & MA STARTER	205381	197.87
		I-815049368	101-43700-42600	SUPPLIES & MA BATTERY	205381	97.31
01-01355	MIDWEST TURF & IRRIGATI					
		I-3945087-00	101-43700-42600	SUPPLIES & MA V-BELT,FUEL FILTER,BLADE,CLUTC	205349	143.26
		I-3945087-01	101-43700-42600	SUPPLIES & MA BLADE,HUB,SCREW,SPACER,MOUNT	205349	760.12
01-01404	MITCHELL IRON & SUPPLY					
		I-84607	101-43700-42500	REPAIR & MAIN SLIP SLEEVE,RECTANGULAR PTO	205354	264.30
		I-84648	101-43700-42600	SUPPLIES & MA NUTS,ROUND TUBE,GREASE FITTING	205354	37.43
01-02495	TITAN MACHINERY-MITCHEL					
		I-PS0591434-1	101-43700-42600	SUPPLIES & MA MALE JIC TEE	205384	4.60
01-02880	THUNE TRUE VALUE & APPL					
		I-A586097	101-43700-42600	SUPPLIES & MA BRUSH,GRIT SAND WHEEL	205383	31.46
01-09703	AMAZON CAPITAL SERVICES					
		I-19HW-MNR4-QRXL	101-43700-42600	SUPPLIES & MA BANKER BOXES,WALL CALENDAR	205308	334.55

DEPARTMENT 3700 CEMETERY TOTAL: 2,019.71

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 4110 HEALTH & WELFARE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00523	DAKOTA COUNSELING INST/					
		I-01022025	101-44110-42940	DAKOTA COUNSE 2025 1ST QTR ALLOCATION	205326	3,250.00
01-01749	THE SAFE PLACE OF EASTE					
		I-705	101-44110-42950	SAFE PLACE OF 2025 1ST QTR ALLOCATION	205369	5,000.00
				DEPARTMENT 4110 HEALTH & WELFARE	TOTAL:	8,250.00

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 4120 ANIMAL CONTROL BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09865	MITCHELL ANIMAL RESCUE					
		I-01012025	101-44120-42900	IMPOUNDING DO JAN 2025 MANAGEMENT FEE	205351	350.00
				DEPARTMENT 4120 ANIMAL CONTROL TOTAL:		350.00

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 5500 LIBRARY BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01095	JUNIOR LIBRARY GUILD						
		I-700003	101-45500-43420	BOOKS	CHILDREN'S BOOK SUBSCRIPTION	205343	2,972.64
01-06026	CENTER POINT LARGE PRIN						
		I-2139535	101-45500-43420	BOOKS	LARGE PRINT BOOKS	205314	97.08
01-06750	MITCHELL TELECOM						
		I-11074358	101-45500-42800	UTILITIES	ACCT #00223662-2	205357	0.67
		I-11078313	101-45500-42800	UTILITIES	ACCT #00217267-0	205357	72.95
01-08223	OVERDRIVE INC						
		I-H-0111005	101-45500-42693	E-BOOKS/AUDIO	2025 ANNUAL FEE	205362	3,000.00
					DEPARTMENT 5500 LIBRARY	TOTAL:	6,143.34

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 6500 ECONOMIC DEVELOPMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01400	MITCHELL AREA DEVELOPME					
		I-01072025	101-46500-42900	MITCHELL AREA 2025 1ST QTR ALLOCATION	205352	45,500.00
01-02386	MITCHELL MAIN STREET AN					
		I-01072025	101-46500-42918	MITCHELL MAIN 2025 1ST QTR ALLOCATION	205355	11,250.00
01-07652	DAKOTA HEARTLAND DEVELO					
		I-01042025	101-46500-42911	REGIONAL ECON 2025 1ST QTR ALLOCATION	205327	6,250.00
				DEPARTMENT 6500 ECONOMIC DEVELOPMENT	TOTAL:	63,000.00
				FUND 101 GENERAL	TOTAL:	119,665.94

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 201 PARK FUND
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04648	KARI VELDHEER					
		I-1	201-346369	REFUNDS AND R PEPSI REFUND	205389	127.79
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		127.79

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 201 PARK FUND
DEPARTMENT: 5110 RECREATION & AQUATICS BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-06750	MITCHELL TELECOM						
		I-11074358	201-45110-42800	UTILITIES	ACCT #00223662-2	205357	1.86
01-09119	CIVICPLUS LLC						
		I-322277	201-45110-42695	COMP SOFTWARE	CIVICREC ANNUAL FEE 2025	205317	3,646.52
	PROJ: J56-COMP SFT	OUTDOOR AQUATIC SOFTWARE		CIVIC REC			
		I-322277	201-45110-42693	COMPUTER SOFT	CIVICREC ANNUAL FEE 2025	205317	3,646.52
	PROJ: J57-COMP SFT	P&A SOFTWARE		CIVIC REC			
				DEPARTMENT 5110	RECREATION & AQUATICS	TOTAL:	7,294.90

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1990213	201-45140-42600	SUPPLIES & MA WRENCH LUBRICANT	205367	9.98
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-01964	DAKOTA SUPPLY GROUP					
		I-S104364728.001	201-45140-42600	SUPPLIES & MA CLAMP METER,STRIPPER,CUTTERS	205330	250.82
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
01-02560	PEPSI COLA COMPANY					
		I-97810828	201-45140-42601	CONCESSION SU JUICE,GATORADES,POP,WATER	205364	264.29
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-02567	S & M PRINTING INC					
		I-83677	201-45140-42600	SUPPLIES & MA FLYERS	205368	50.00
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-02880	THUNE TRUE VALUE & APPL					
		I-A586239	201-45140-42600	SUPPLIES & MA BOLTS	205383	0.80
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-B299652	201-45140-42600	SUPPLIES & MA NUTS,BOLTS	205383	1.80
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
01-04293	JCL SOLUTIONS					
		I-1382657	201-45140-42600	SUPPLIES & MA SPLASH HOG CLEAN,CLEANBREEZE	205341	71.73
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-06750	MITCHELL TELECOM					
		I-11074358	201-45140-42800	UTILITIES ACCT #00223662-2	205357	0.21
		I-11076853	201-45140-42800	UTILITIES ACCT #00037690-1	205357	111.80
	PROJ: J09-TV	REC CTR UTILITIES		UTILITIES-TV		
01-09119	CIVICPLUS LLC					
		I-322277	201-45140-42920	SOFTWARE CIVICREC ANNUAL FEE 2025	205317	3,646.52
	PROJ: J11-COMP SFT	REC CTR SOFTWARE		CIVIC REC		
01-09308	NEDVED MEDIA					
		I-25010003-PC	201-45140-42300	PUBLISHING 2025 ON AIR CAMPAIGN	205361	5,000.00
	PROJ: J08-KORN	REC CTR PUBLISHING		PUBLISHING-KORN		
01-09633	STAPLES					
		I-6021250381	201-45140-42600	SUPPLIES & MA LINERS,GLOVES,TOWELS	205379	167.85
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-1YQC-33GR-T6RH	201-45140-42600	SUPPLIES & MA EXERCISE EQUIPMENT ATTACHMENTS	205308	488.98
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
01-10442	NATURAL FORMULATIONS					
		I-221050	201-45140-42600	SUPPLIES & MA SHAMPOO CONCENTRATE KITS	205360	293.03
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		

DEPARTMENT 5140 RECREATION CENTER TOTAL: 10,357.81

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		C-4190/1	201-45160-42600	SUPPLIES & MA RETURNED VAC FILTER,CARTRIDGE	205333	15.99-
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
		I-4189/1	201-45160-42600	SUPPLIES & MA VACUUM FILTER	205333	37.98
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
		I-4229/1	201-45160-42600	SUPPLIES & MA PLEATED AIR FILTERS	205333	523.86
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
		I-4230/1	201-45160-42600	SUPPLIES & MA TOILET PLUNGER,FLAPPER	205333	40.97
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
		I-4232/1	201-45160-42600	SUPPLIES & MA FASTENERS	205333	7.55
	PROJ: H01-42600		SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815049251	201-45160-42600	SUPPLIES & MA ALTERNATOR	205381	137.43
	PROJ: H01-42600		SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE		
01-01490	MUELLER LUMBER CO. INC.					
		I-299825	201-45160-42600	SUPPLIES & MA FOOT TRACTION,COWHIDE GLOVES	205358	69.87
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
01-02811	JONES SUPPLIES					
		I-150095	201-45160-42600	SUPPLIES & MA BLACK LINERS,T-PAPER,ROLL TWLS	205342	196.94
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
01-08901	CTM SERVICES INC					
		I-7599	201-45160-42500	REPAIR & MAIN BLADE HOLDER,BRUSH,SQUEEGEE	205325	443.19
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		

DEPARTMENT 5160 SPORTS COMPLEXES TOTAL: 1,441.80

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 201 PARK FUND
DEPARTMENT: 5210 PARKS BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-815049301	201-45210-42500	REPAIR & MAIN OIL FILTER	205381	11.97
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815049381	201-45210-42500	REPAIR & MAIN OIL,AIR FILTERS,MINIATURE LAMP	205381	66.80
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02804	TMA STORES					
		I-107142	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR	205385	175.59
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-03857	CONTINENTAL RESEARCH CO					
		I-0060000	201-45210-42600	SUPPLIES & MA GRAFFITI GONE	205321	1,141.96
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-09703	AMAZON CAPITAL SERVICES					
		I-1NW1-R3HN-QM3H	201-45210-42600	SUPPLIES & MA TOOL BOX	205308	503.84
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
				DEPARTMENT 5210 PARKS	TOTAL:	1,900.16

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 201 PARK FUND
DEPARTMENT: 5220 SUPERVISION BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-06750	MITCHELL TELECOM						
		I-11074358	201-45220-42800	UTILITIES	ACCT #00223662-2	205357	0.53
				DEPARTMENT 5220	SUPERVISION	TOTAL:	0.53
				FUND 201	PARK FUND	TOTAL:	21,122.99

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 211 ENTERTAINMENT TAX
DEPARTMENT: 6311 ENTERTAINMENT TAX BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01396	MITCHELL CONVENTION & V					
		I-01012025	211-46311-42960	CONV VISITORS JAN 2025 FUNDING	205353	21,875.00
				DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL:	21,875.00
				FUND 211 ENTERTAINMENT TAX	TOTAL:	21,875.00

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 213 BUSINESS IMPROV DIST #3
DEPARTMENT: 6311 BUSINESS IMPROV DIST #3 BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04311	STUDIO ARIA					
		I-01062025	213-46311-42910 STREETSCAPE	STREETSCAPE INTERSECTION DISPL	205380	1,391.22
				DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:		1,391.22
				FUND 213 BUSINESS IMPROV DIST #3 TOTAL:		1,391.22

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 214 E-911 EMERGENCY
DEPARTMENT: 3500 E-911 BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04308	SANTEL COMMUNICATIONS C					
		I-11098360	214-43500-42800	UTILITIES - T ACCT #00212623-2	205370	30.00
01-04620	TOTAL RESPONSE					
		I-83483	214-43500-42700	DUES, TRAININ 2025 ANNUAL RENEWAL	205386	4,179.00
		I-83483	214-43500-42910	SERVICE CONTR 2025 ANNUAL RENEWAL	205386	5,838.55
01-06750	MITCHELL TELECOM					
		I-11074358	214-43500-42800	UTILITIES - T ACCT #00223662-2	205357	14.80
		I-11074677	214-43500-42800	UTILITIES - T ACCT #00024899-5	205357	82.93
				DEPARTMENT 3500 E-911 TOTAL:		10,145.28
				FUND 214 E-911 EMERGENCY TOTAL:		10,145.28

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5150 PALACE TRANSIT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00145	AMERICAN GARAGE DOOR CO					
		I-M43194	218-45150-42600	SUPPLIES & MA GARAGE DOOR REMOTES	205309	285.00
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
01-01199	STURDEVANTS AUTO VALUE					
		I-815049254	218-45150-42500	REPAIR AND MA BATTERY TERMINAL LUG,FILTERS	205381	54.13
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01322	LARRY'S I-90 SERVICE IN					
		I-105378	218-45150-42610	GAS OIL TIRES MOUNT & BALANCE TIRES	205344	648.18
	PROJ: E01-TIR	5311-FY18/19		Tires		
01-06750	MITCHELL TELECOM					
		I-11074358	218-45150-42800	UTILITIES ACCT #00223662-2	205357	2.06
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
01-09703	AMAZON CAPITAL SERVICES					
		I-1HJJ-J7FN-PYRY	218-45150-42600	SUPPLIES & MA MAILBOX CUBBYS FOR DRIVERS	205308	39.99
	PROJ: E01-OFFSUP	5311-FY18/19		Office Supplies		
				DEPARTMENT 5150 PALACE TRANSIT	TOTAL:	1,029.36

PACKET: 07198 MEETING 01.21.2025
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
01-01601	ARCTIC REFRIGERATION IN					
		I-54612	218-45180-42500	REPAIR & MAIN FREEZER REPAIRS	205310	355.40
01-06750	MITCHELL TELECOM					
		I-11074358	218-45180-42800	UTILITIES ACCT #00223662-2	205357	0.04
01-09251	WATERTOWN WHOLESALE					
		I-52907	218-45180-42900	FUNDRAISING FOAM METAL MOTOR BASE	205391	80.43
				DEPARTMENT 5180 JVCC	TOTAL:	435.87
				FUND 218 COMMUNITY SERVICES	TOTAL:	1,465.23

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 219 NUTRITION
DEPARTMENT: 5140 NUTRITION BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06750	MITCHELL TELECOM					
		I-11074358	219-45140-42800 UTILITIES	ACCT #00223662-2	205357	0.12
			DEPARTMENT 5140 NUTRITION		TOTAL:	0.12
			FUND 219 NUTRITION		TOTAL:	0.12

PACKET: 07198 MEETING 01.21.2025
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
01-06750	MITCHELL TELECOM						
		I-11078185	230-43500-42800	UTILITIES	ACCT #00248999-0	205357	72.95
01-09885	SD AIRPORTS CONFERENCE						
		I-2025REGDAN	230-43500-42700	TRAVEL, CONFE	SD AIRPORTS CONF-LONDON REG	205372	100.00
				DEPARTMENT 3500	AIRPORT	TOTAL:	172.95
				FUND 230	AIRPORT	TOTAL:	172.95

PACKET: 07198 MEETING 01.21.2025
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
01-04312	USA BLUEBOOK					
		I-INV00587224	602-43330-42600	SUPPLIES & MA SALT BRIDGE,SENSORS	205388	141.35
				DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL:		141.35

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1990338	602-43340-42600	SUPPLIES & MA MATTOCK PICK	205367	21.99
		I-1990816	602-43340-42600	SUPPLIES & MA ANTIFREEZE	205367	17.94
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-326366	602-43340-42600	SUPPLIES & MA WIRE TERMINAL,MAXI BLADE	205313	8.40
01-02170	DAVISON COUNTY REGISTER					
		I-01022025	602-43340-42600	SUPPLIES & MA POET WATERLINE EASEMENT	205331	12.00
01-02679	MENARD'S INC					
		I-81594	602-43340-42600	SUPPLIES & MA TOOLBOX TRAY,WEATHER STRIP	205347	28.22
01-03678	INTERSTATE OFFICE PRODU					
		I-01EF2694	602-43340-42600	SUPPLIES & MA RULER,BINDERS	205340	17.50
				DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL:	106.05
				FUND 602 WATER	TOTAL:	247.40

PACKET: 07198 MEETING 01.21.2025
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
01-00424	RUNNINGS SUPPLY INC						
		I-1991127	604-43200-42650	UNIFORMS	KING GLOVES	205367	13.99
01-00525	DAKOTA PUMP LLC						
		I-18881	604-43200-42600	SUPPLIES	GAUGE	205328	71.80
01-00750	FISHER SCIENTIFIC						
		I-7954139	604-43200-42600	SUPPLIES	SPINBAR	205335	29.12
01-02551	DAKOTA RIGGERS & TOOL S						
		I-3005328	604-43200-42600	SUPPLIES	HOIST LEVER	205329	1,116.77
01-02679	MENARD'S INC						
		I-81279	604-43200-42600	SUPPLIES	BATTERY,BLUE TOWELS,WATER	205347	47.45
		I-81562	604-43200-42600	SUPPLIES	DISTILLED WATER	205347	12.33
01-02939	DEPARTMENT OF AGRICULTU						
		I-01302025	604-43200-42210	ENVIRONMENTAL	NPDES MUNICIPAL FEES 2025	205332	15,500.00

DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL: 16,791.46

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 604 SEWER
DEPARTMENT: 3210 WASTE WATER IND PRETREAT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01710	MINNESOTA VALLEY TESTIN					
		I-1288240	604-43210-42550	LABORATORY FE ORG CL PEST/PCB	205350	220.00
				DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:		220.00

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 604 SEWER
DEPARTMENT: 3250 WASTE WATER COLLECTION BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR						
		I-4209/1	604-43250-42600	SUPPLIES	RAIN-X CAR WASH	205333	8.59
01-01964	DAKOTA SUPPLY GROUP						
		I-S104365659.001	604-43250-42600	SUPPLIES	MANHOLE COVER HOOK	205330	163.04
01-02551	DAKOTA RIGGERS & TOOL S						
		I-3005327	604-43250-42600	SUPPLIES	SLING,LATCH HOOK	205329	151.12
01-02679	MENARD'S INC						
		I-81427	604-43250-42600	SUPPLIES	SLEDGE HAMMER,PICK HANDLE,TAPE	205347	74.54

DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL: 397.29

FUND 604 SEWER TOTAL: 17,408.75

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 612 SANITATION
DEPARTMENT: 3240 LANDFILL BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01117	FLEETPRIDE					
		I-122517865	612-43240-42600 SUPPLIES	PUSH-ON HOSE	205336	3.27
01-04046	CAROLINA SOFTWARE, INC.					
		I-93180	612-43240-42540 REPAIRS/MAINT	2025 1ST QTR WASTEWORKS SOFTWR	205312	500.00
				DEPARTMENT 3240 LANDFILL TOTAL:		503.27
				FUND 612 SANITATION TOTAL:		503.27

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 613 CORN PALACE
DEPARTMENT: 5650 CORN PALACE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01497	GRAINGER					
		I-9362108707	613-45650-42600	SUPPLIES & MA AIR FRESHNERS	205338	61.66
01-02560	PEPSI COLA COMPANY					
		I-97810604	613-45650-42610	COST OF GOODS POP BIBS,GATORADES	205364	1,109.60
01-02679	MENARD'S INC					
		I-81513	613-45650-42600	SUPPLIES & MA DOOR JAMBKIT,TAPE,SYRINGE,BULB	205347	81.75
01-02811	JONES SUPPLIES					
		I-150109	613-45650-42600	SUPPLIES & MA ROLL TOWELS,T-TISSUE	205342	173.39
		I-150126	613-45650-42600	SUPPLIES & MA NAPKINS,BLACK LINERS,GLOVES	205342	128.43
		I-150127	613-45650-42600	SUPPLIES & MA ICE MELT,ROLL TOWELS,T-TISSUE	205342	435.85
		I-150153	613-45650-42600	SUPPLIES & MA CLEANER	205342	95.84
01-03700	CORE-MARK US LLC					
		I-1952711	613-45650-42610	COST OF GOODS DAWN,CANDY,TRAYS,CHEESE,BUNS	205322	4,926.49
01-04352	UPS STORE #4227					
		I-01042025	613-45650-42660	SHIPPING/POST SHIPPING CHARGES	205387	127.20
01-06750	MITCHELL TELECOM					
		I-11074358	613-45650-42800	UTILITIES ACCT #00223662-2	205357	0.06
01-07344	CHESTERMAN COMPANY					
		I-11662249	613-45650-42610	COST OF GOODS POWERADE,BIBS,CUPS,LIDS	205315	2,243.20
		I-11668023	613-45650-42610	COST OF GOODS POWERADES,BIBS,CUPS,LIDS	205315	1,292.05
01-09703	AMAZON CAPITAL SERVICES					
		I-1T4R-QVFJ-NMQL	613-45650-42600	SUPPLIES & MA WRISTBANDS	205308	132.32

DEPARTMENT 5650 CORN PALACE TOTAL: 10,807.84

FUND 613 CORN PALACE TOTAL: 10,807.84

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 614 GOLF COURSE
DEPARTMENT: 5250 GOLF COURSE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1990280	614-45250-42600	SUPPLIES & MA BRASS HI FLO,COUPLER FITTING	205367	33.28
01-00712	NAPA CENTRAL					
		I-809669	614-45250-42600	SUPPLIES & MA MOTOR OIL,FILTER	205359	160.78
01-01590	MCLEOD'S PRINTING					
		I-81202	614-45250-42600	SUPPLIES & MA DESK PAD	205346	6.29
01-02567	S & M PRINTING INC					
		I-83678	614-45250-42300	PUBLISHING PASS FORMS	205368	74.00
01-07696	FERGUSON WATERWORKS #25					
		I-0512968	614-45250-42600	SUPPLIES & MA PLUMBING PARTS	205334	239.08
01-08281	VESTIS					
		I-6380252842	614-45250-42600	SUPPLIES & MA MAT CLEANING	205390	33.26
				DEPARTMENT 5250 GOLF COURSE	TOTAL:	546.69
				FUND 614 GOLF COURSE	TOTAL:	546.69

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 619 CAMPGROUND
DEPARTMENT: 5220 CAMPGROUND BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-06750	MITCHELL TELECOM						
		I-11076817	619-45220-42800	UTILITIES	ACCT #00028238-4	205357	72.95
				DEPARTMENT 5220	CAMPGROUND	TOTAL:	72.95
				FUND 619	CAMPGROUND	TOTAL:	72.95

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 621 EMERGENCY MEDICAL SERVICE
DEPARTMENT: 4600 EMS BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10568	DR. MATTHEW SCHAFER					
		I-01132025	621-44600-42200	PROFESSIONAL 2025 1ST QTR PAYMENT	205371	1,500.00
				DEPARTMENT 4600 EMS TOTAL:		1,500.00
				FUND 621 EMERGENCY MEDICAL SERVICE TOTAL:		1,500.00

PACKET: 07198 MEETING 01.21.2025
VENDOR SET: 01
FUND : 700 AGENCY FUNDS
DEPARTMENT: 5300 AGENCY FUNDS BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03662	WS CONSTRUCTION MANAGEM					
		I-01022025	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	205392	2,000.00
01-04015	CORN PALACE					
		I-01152025	700-45300-42904	CORN PALACE G HOOP CITY CLASSIC RENTAL	205323	7,591.36
01-09648	YOUTH ATHLETIC FOUNDATI					
		I-01152025	700-45300-42904	CORN PALACE G HOOP CITY CLASSIC 12.2024	205393	29,841.95
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	39,433.31
				FUND 700 AGENCY FUNDS	TOTAL:	39,433.31
					REPORT GRAND TOTAL:	246,358.94

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2025-2026	101-41110-42300	LEGAL PUBLICATIONS	348.69	13,000	12,651.31				
	101-41110-42600	SUPPLIES & MATERIALS	15.00	1,000	704.31				
	101-41110-42720	DISTRICT III DUES	14,446.00	14,446	0.00				
	101-41210-42600	SUPPLIES & MATERIALS	19.65	100	80.35				
	101-41220-42200	PROFESSIONAL FEES/SERVICES	242.00	2,300	2,058.00				
	101-41220-42800	UTILITIES-TELEPHONE	0.32	250	249.68				
	101-41410-42700	TRAVEL, CONF & DUES	749.00	6,200	5,451.00				
	101-41410-42810	UTILITIES-TELEPHONE	0.33	100	99.67				
	101-41420-42600	SUPPLIES & MATERIALS	83.91	6,120	6,036.09				
	101-41420-42700	TRAVEL	70.00	6,550	6,480.00				
	101-41420-42800	UTILITIES - TELEPHONE	3.71	260	256.29				
	101-41440-42230	EMPLOYEE ASSISTANCE & TRAI	2,300.40	12,100	9,799.60				
	101-41440-42800	UTILITIES	1.83	250	248.17				
	101-41920-42620	SUPPLIES-CITY HALL	61.66	1,000	938.34				
	101-41935-42850	UTILITIES/TELEPHONE	2,496.70	16,690	14,193.30				
	101-41935-42920	COMPUTER SOFTWARE	945.00	116,115	39,427.38				
	101-42110-42200	PROFESSIONAL SERVICES	114.77	9,800	9,685.23				
	101-42110-42500	REPAIR & MAINTENANCE	7.93	11,970	11,962.07				
	101-42110-42600	SUPPLIES	176.92	31,019	30,842.08				
	101-42110-42693	COMPUTER SOFTWARE	15,260.00	108,358	89,702.00				
	101-42110-42800	TELEPHONE	20.67	14,500	14,479.33				
	101-42130-42500	REPAIRS	398.25	6,000	5,601.75				
	101-42130-42530	TRAFFIC LIGHTS MAINT	24.99	16,000	15,975.01				
	101-42130-42535	LIGHT MAINTENANCE	19.69	27,000	26,980.31				
	101-42130-42600	SUPPLIES	53.98	4,500	4,446.02				
	101-42200-42600	SUPPLIES	154.79	24,950	24,795.21				
	101-42200-42693	COMPUTER SOFTWARE	1,000.00	13,350	12,350.00				
	101-42200-42800	TELEPHONE	3.30	2,500	2,496.70				
	101-43100-42600	SUPPLIES	467.76	20,000	19,532.24				
	101-43100-42800	UTILITIES	1.54	15,000	14,998.46				
	101-43110-42500	REPAIRS	28.17	1,000	971.83				
	101-43110-42600	SUPPLIES	83.92	4,200	4,116.08				
	101-43110-42700	TRAVEL CONF DUES	235.00	4,000	3,765.00				
	101-43110-42750	PLANNING COMMISSION EXPENS	53.94	1,200	1,146.06				
	101-43110-42800	UTILITIES	7.76	2,000	1,992.24				
	101-43110-42916	NUISANCE ABATEMENT	5.31	15,000	14,994.69				
	101-43700-42500	REPAIR & MAINTENANCE	284.30	3,000	2,715.70				
	101-43700-42600	SUPPLIES & MATERIALS	1,735.41	16,000	14,264.59				
	101-44110-42940	DAKOTA COUNSELING	3,250.00	0	3,250.00-	Y			
	101-44110-42950	SAFE PLACE OF EASTERN SD	5,000.00	0	5,000.00-	Y			
	101-44120-42900	IMPOUNDING DOGS	350.00	15,300	14,950.00				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	3,000.00	19,350	16,350.00				
	101-45500-42800	UTILITIES	73.62	43,375	43,301.38				
	101-45500-43420	BOOKS	3,069.72	47,000	43,930.28				
	101-46500-42900	MITCHELL AREA DEVELOPMENT	45,500.00	0	45,500.00-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	101-46500-42911	REGIONAL ECON DEVELOPMENT	6,250.00	0	6,250.00-	Y			
	101-46500-42918	MITCHELL MAIN ST & BEYOND	11,250.00	0	11,250.00-	Y			
	201-346369	REFUNDS AND REI*NON-EXPENS	127.79	6,249-	6,249.00-				
	201-45110-42693	COMPUTER SOFTWARE	3,646.52	4,000	353.48				
	201-45110-42695	COMP SOFTWARE-AQUATICS	3,646.52	4,000	353.48				
	201-45110-42800	UTILITIES	1.86	400	398.14				
	201-45140-42300	PUBLISHING	5,000.00	46,500	41,500.00				
	201-45140-42600	SUPPLIES & MATERIALS	1,334.99	33,500	32,165.01				
	201-45140-42601	CONCESSION SUPPLIES	264.29	15,000	14,735.71				
	201-45140-42800	UTILITIES	112.01	159,440	159,327.99				
	201-45140-42920	SOFTWARE	3,646.52	4,000	353.48				
	201-45160-42500	REPAIR & MAINTENANCE	443.19	77,575	77,131.81				
	201-45160-42600	SUPPLIES & MATERIALS	998.61	54,400	53,401.39				
	201-45210-42500	REPAIR & MAINTENANCE	254.36	54,080	53,825.64				
	201-45210-42600	SUPPLIES & MATERIALS	1,645.80	90,300	88,654.20				
	201-45220-42800	UTILITIES	0.53	640	639.47				
	211-46311-42960	CONV VISITORS BUR	21,875.00	250,000	228,125.00				
	213-46311-42910	STREETSCAPE	1,391.22	30,000	28,608.78				
	214-43500-42700	DUES, TRAINING	4,179.00	8,451	4,272.00				
	214-43500-42800	UTILITIES - TELEPHONE	127.73	2,102	1,974.27				
	214-43500-42910	SERVICE CONTRACTS	5,838.55	24,057	18,218.45				
	218-45150-42500	REPAIR AND MAINTENANCE	54.13	9,500	9,445.87				
	218-45150-42600	SUPPLIES & MATERIALS	324.99	8,800	8,475.01				
	218-45150-42610	GAS OIL TIRES	648.18	100,000	99,351.82				
	218-45150-42800	UTILITIES	2.06	1,565	1,562.94				
	218-45180-42500	REPAIR & MAINTENANCE	355.40	5,000	4,644.60				
	218-45180-42800	UTILITIES	0.04	32,302	32,301.96				
	218-45180-42900	FUNDRAISING	80.43	4,750	4,569.57				
	219-45140-42800	UTILITIES	0.12	415	414.88				
	230-43500-42700	TRAVEL, CONFERENCE, DUES	100.00	500	400.00				
	230-43500-42800	UTILITIES	72.95	19,500	19,427.05				
	602-43330-42600	SUPPLIES & MATERIALS	141.35	18,000	17,858.65				
	602-43340-42600	SUPPLIES & MATERIALS	106.05	125,000	124,893.95				
	604-43200-42210	ENVIRONMENTAL FEES	15,500.00	15,500	0.00				
	604-43200-42600	SUPPLIES	1,277.47	25,000	23,722.53				
	604-43200-42650	UNIFORMS	13.99	1,750	1,736.01				
	604-43210-42550	LABORATORY FEES & SERVICES	220.00	5,500	5,280.00				
	604-43250-42600	SUPPLIES	397.29	50,000	49,602.71				
	612-43240-42540	REPAIRS/MAINTENANCE COMPUT	500.00	50,000	49,500.00				
	612-43240-42600	SUPPLIES	3.27	60,000	59,996.73				
	613-45650-42600	SUPPLIES & MATERIALS	1,109.24	0	1,109.24-	Y			
	613-45650-42610	COST OF GOODS SOLD	9,571.34	0	11,404.34-	Y			
	613-45650-42660	SHIPPING/POSTAGE	127.20	0	127.20-	Y			
	613-45650-42800	UTILITIES	0.06	0	0.06-	Y			
	614-45250-42300	PUBLISHING	74.00	2,000	1,926.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	614-45250-42600	SUPPLIES & MATERIALS	472.69	25,000	24,527.31				
	619-45220-42800	UTILITIES	72.95	21,150	21,077.05				
	621-44600-42200	PROFESSIONAL SERVICES	1,500.00	19,900	18,400.00				
	700-45300-42900	BID DEPOSITS	2,000.00	19,900	17,900.00				
	700-45300-42904	CORN PALACE GAMES	37,433.31	19,900	26,103.31-	Y			
	** 2025-2026 YEAR TOTALS **		246,358.94						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	14,809.69
101-1210	MAYOR'S OFFICE	19.65
101-1220	CITY ADMINISTRATOR	242.32
101-1410	ATTORNEY'S OFFICE	749.33
101-1420	FINANCE	157.62
101-1440	HUMAN RESOURCES	2,302.23
101-1920	MUNICIPAL BUILDINGS	61.66
101-1935	INFORMATION TECHNOLOGY	3,441.70
101-2110	POLICE DEPARTMENT	15,580.29
101-2130	TRAFFIC DEPARTMENT	496.91
101-2200	FIRE DEPARTMENT	1,158.09
101-3100	STREET DEPARTMENT	469.30
101-3110	PUBLIC WORKS ADMIN	414.10
101-3700	CEMETERY	2,019.71
101-4110	HEALTH & WELFARE	8,250.00
101-4120	ANIMAL CONTROL	350.00
101-5500	LIBRARY	6,143.34
101-6500	ECONOMIC DEVELOPMENT	63,000.00
101 TOTAL	GENERAL	119,665.94
201	NON-DEPARTMENTAL	127.79
201-5110	RECREATION & AQUATICS	7,294.90
201-5140	RECREATION CENTER	10,357.81
201-5160	SPORTS COMPLEXES	1,441.80
201-5210	PARKS	1,900.16
201-5220	SUPERVISION	0.53
201 TOTAL	PARK FUND	21,122.99

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
211-6311	ENTERTAINMENT TAX	21,875.00
211 TOTAL	ENTERTAINMENT TAX	21,875.00
213-6311	BUSINESS IMPROV DIST #3	1,391.22
213 TOTAL	BUSINESS IMPROV DIST #3	1,391.22
214-3500	E-911	10,145.28
214 TOTAL	E-911 EMERGENCY	10,145.28
218-5150	PALACE TRANSIT	1,029.36
218-5180	JVCC	435.87
218 TOTAL	COMMUNITY SERVICES	1,465.23
219-5140	NUTRITION	0.12
219 TOTAL	NUTRITION	0.12
230-3500	AIRPORT	172.95
230 TOTAL	AIRPORT	172.95
602-3330	WATER TREATMENT PLANT	141.35
602-3340	WATER DISTRIBUTION	106.05
602 TOTAL	WATER	247.40
604-3200	WASTE WATER TREATMENT	16,791.46
604-3210	WASTE WATER IND PRETREAT	220.00
604-3250	WASTE WATER COLLECTION	397.29
604 TOTAL	SEWER	17,408.75

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
612-3240	LANDFILL	503.27
612 TOTAL	SANITATION	503.27
613-5650	CORN PALACE	10,807.84
613 TOTAL	CORN PALACE	10,807.84
614-5250	GOLF COURSE	546.69
614 TOTAL	GOLF COURSE	546.69
619-5220	CAMPGROUND	72.95
619 TOTAL	CAMPGROUND	72.95
621-4600	EMS	1,500.00
621 TOTAL	EMERGENCY MEDICAL SERVICE	1,500.00
700-5300	AGENCY FUNDS	39,433.31
700 TOTAL	AGENCY FUNDS	39,433.31
	** TOTAL **	246,358.94

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
E01 5311-FY18/19	GASUP	Garage Supplies	285.00
	MAINT	Maintenance/Repairs	54.13
	OFFSUP	Office Supplies	39.99
	OFFUT	Office Utilities	2.06
	TIR	Tires	648.18
		** PROJECT E01 TOTAL **	1,029.36

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	443.19
	42600	SUPPLIES/MAINTENANCE	144.98
		** PROJECT H01 TOTAL **	588.17
H06 ARENA-NORTH RINK	42600	SUPPLIES-MATERIALS	853.63
		** PROJECT H06 TOTAL **	853.63
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	254.36
	42600	SUPPLIES/MATERIALS	503.84
		** PROJECT H50 TOTAL **	758.20
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	1,141.96
		** PROJECT H51 TOTAL **	1,141.96
J05 REC CTR CONCESSIONS	CONC SUP	CONCESSION SUPPLY	264.29
		** PROJECT J05 TOTAL **	264.29
J06 REC CTR-GENERAL BLDG	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	741.60
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	10.78
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	532.61
	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	50.00
		** PROJECT J06 TOTAL **	1,334.99
J08 REC CTR PUBLISHING	KORN	PUBLISHING-KORN	5,000.00
		** PROJECT J08 TOTAL **	5,000.00
J09 REC CTR UTILITIES	TV	UTILITIES-TV	111.80
		** PROJECT J09 TOTAL **	111.80
J11 REC CTR SOFTWARE	COMP SFT	CIVIC REC	3,646.52
		** PROJECT J11 TOTAL **	3,646.52
J56 OUTDOOR AQUATIC SOFTWARE	COMP SFT	CIVIC REC	3,646.52
		** PROJECT J56 TOTAL **	3,646.52
J57 P&A SOFTWARE	COMP SFT	CIVIC REC	3,646.52
		** PROJECT J57 TOTAL **	3,646.52

NO ERRORS

** END OF REPORT **

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1110 CITY COUNCIL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0146	101-41110-42300	LEGAL PUBLICA 12.16.2024 MINUTES	205045	1,709.97
		I-35882B15-0147	101-41110-42300	LEGAL PUBLICA JACKSON NOTICE OF HEARING	205045	16.42
		I-35882B15-0148	101-41110-42300	LEGAL PUBLICA ASHBROOK TRAIL APTS HEARING	205045	14.29
01-04015	CORN PALACE					
		I-202412270125	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	205050	15.00
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	1,755.68

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06739	THOMSON REUTERS - WEST					
		I-851272390	101-41410-42610	WEST GROUP LA DEC 2024 ONLINE SUBSCRIPTION	205148	824.82
				DEPARTMENT 1410 ATTORNEY'S OFFICE TOTAL:		824.82

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1420 FINANCE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01590	MCLEOD'S PRINTING					
		I-80915	101-41420-42600	SUPPLIES & MA COVER PUNCH,RING BINDER	205102	87.15
01-10272	COLLIERS SECURITIES LLC					
		I-12312024	101-41420-42200	PROFESSIONAL FEES BASIC CD SERVICES	205044	500.00
				DEPARTMENT 1420 FINANCE	TOTAL:	587.15

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1440 HUMAN RESOURCES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00483	COUNTY FAIR						
		I-10302024	101-41440-42215	WELLNESS	COOKIES	205051	38.17
		I-11302024	101-41440-42215	WELLNESS	SERVICE CHARGE	205051	0.57
		I-12302024	101-41440-42215	WELLNESS	SERVICE CHARGE	205051	0.58
01-04779	AVERA OCCUPATIONAL MEDI						
		I-00116358-00	101-41440-42231	EMPLOYEE PHYS	PHYSICALS,PRE-SCREENINGS	205022	1,416.00
01-06546	PRO CONTRACTING INC						
		I-1271	101-41440-42220	CDL TRAINING	DOT TRUCK TESTING	205130	150.00
01-08711	ONE SOURCE THE BACKGROU						
		I-2022170278	101-41440-42210	PROFESSIONAL	BACKGROUND CHECKS	205124	444.00
01-08789	MIKE CARPENTIER						
		I-547	101-41440-42220	CDL TRAINING	BREWSTER CDL TRAINING	205033	650.00
					DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	2,699.32

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1460 INSURANCE & BONDS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02488	CLAIMS ASSOCIATES INC					
		I-12312024	101-41460-42110	LIABILITY, PR CLAIM # GC24.118840	205040	5,000.00
				DEPARTMENT 1460 INSURANCE & BONDS TOTAL:		5,000.00

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01590	MCLEOD'S PRINTING					
		I-80337	101-41920-42620	SUPPLIES-CITY UTILITY BILLING FORMS,BLDG PRM	205102	277.85
01-01830	NORTHWESTERN ENERGY					
		I-2587293-8.12.24	101-41920-42800	UTILITIES - T 612 N MAIN ST	205115	1,893.04
		I-2830632-2.12.24	101-41920-42810	UTILITIES-STO 5951 AIRPORT RD	205115	274.87
01-08281	VESTIS					
		I-6380250701	101-41920-42520	REPAIR-CITY H MAT CLEANING	205156	66.84
				DEPARTMENT 1920 MUNICIPAL BUILDINGS TOTAL:		2,512.60

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1935 INFORMATION TECHNOLOGY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI						
		I-2279-10044	101-41935-42615	POSTAGE	POSTAGE 12.16-31.2024	205132	454.89
		I-613262	101-41935-42615	POSTAGE	FLATS POSTAGE 12.16-31.2024	205132	10.61
01-06708	CDW GOVERNMENT INC						
		I-AB89F4X	101-41935-42600	SUPPLIES	PROLINE 1000BASE	205035	59.90
01-09044	INTELLIPRO SECURITY LLC						
		I-4221	101-41935-42645	COMPUTER HARD	UPGRADED RECORDERS FOR NDAA	205085	4,575.00
		I-4222	101-41935-42645	COMPUTER HARD	PALACE TRANSIT CAMERA HRDWR	205085	4,139.00
		I-4223	101-41935-42645	COMPUTER HARD	CP INSTALL CAMERA HARDWARE	205085	780.00
01-09703	AMAZON CAPITAL SERVICES						
		I-1XJ1-FP3X-FHNJ	101-41935-42600	SUPPLIES	PASS THROUGH CONNECTOR	205018	54.78
01-09876	CONVERGEONE, INC						
		I-INV1045521	101-41935-42645	COMPUTER HARD	COMPUTER KEY FOB READERS	205047	2,568.46

DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL: 12,642.64

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00809	GALLS LLC					
		C-029979248	101-42110-42640	UNIFORM ALLOW RETURNED PANTS	205069	97.52-
		I-029836620	101-42110-42640	UNIFORM ALLOW CUFF CASES	205069	189.68
		I-029836674	101-42110-42640	UNIFORM ALLOW CUFF CASES	205069	47.50
		I-029977989	101-42110-42640	UNIFORM ALLOW SHIPPING CHARGE	205069	7.99
		I-030006950	101-42110-42640	UNIFORM ALLOW UNIFORM PANTS	205069	131.89
01-01199	STURDEVANTS AUTO VALUE					
		I-815048945	101-42110-42500	REPAIR & MAIN ANTIFREEZE COOLANT,OIL FILTERS	205145	39.24
01-01322	LARRY'S I-90 SERVICE IN					
		I-105316	101-42110-42500	REPAIR & MAIN TIRE REPAIR	205095	31.05
01-01830	NORTHWESTERN ENERGY					
		I-2949839-1.01.25	101-42110-42810	UTILITIES 122 S ROWLEY ST	205115	386.27
01-02622	SD POLICE CHIEFS' ASSO					
		I-1717	101-42110-42600	SUPPLIES TESTING MATERIALS	205141	352.50
01-03518	HUNTER HEATING & COOLIN					
		I-332	101-42110-42500	REPAIR & MAIN QUARTERLY MAINTENANCE	205081	345.00
01-04380	KATHY RAYMOND					
		I-266725	101-42110-42640	UNIFORM ALLOW HEMMING,STITCHING UNIFORMS	205135	200.00
		I-266726	101-42110-42640	UNIFORM ALLOW HEMMING,STITCHING UNIFORMS	205135	881.00
		I-266727	101-42110-42640	UNIFORM ALLOW HEMMING,STITCHING UNIFORMS	205135	920.00
01-04477	STANARD & ASSOCIATES IN					
		I-SA000060097	101-42110-42200	PROFESSIONAL POST TESTS SHIPPING	205143	25.00
01-06922	B & L COMMUNICATIONS					
		I-20733	101-42110-42200	PROFESSIONAL PATROL CAR EQUIPMENT REMOVAL	205024	285.00
		I-20734	101-42110-42200	PROFESSIONAL PATROL CAR EQUIPMENT INSTALL	205024	3,105.28
		I-20735	101-42110-42200	PROFESSIONAL PATROL CAR EQUIPMENT REMOVAL	205024	285.00
		I-20736	101-42110-42200	PROFESSIONAL PATROL CAR EQUIPMENT INSTALL	205024	3,049.03
		I-20737	101-42110-42200	PROFESSIONAL PATROL CAR EQUIPMENT REMOVAL	205024	285.00
		I-20738	101-42110-42200	PROFESSIONAL PATROL CAR EQUIPMENT INSTALL	205024	3,049.03
		I-20743	101-42110-42200	PROFESSIONAL INSTALL EQUIPMENT	205024	285.00
01-08252	CORPORATE TRANSLATION S					
		I-290203	101-42110-42200	PROFESSIONAL DEC 2024 TRANSLATION SERVICES	205094	214.56
01-10407	GUARDIAN ALLIANCE TECHN					
		I-26810	101-42110-42200	PROFESSIONAL BACKGROUND CHECKS	205073	200.00
01-10414	MIDWAY SERVICE dba VOLL					
		I-76246	101-42110-42610	GAS OIL TIRES ON ROAD FUEL #2	205106	39.65
		I-76246	101-42110-42610	GAS OIL TIRES ON ROAD FUEL #1	205106	43.05

PACKET : 07199 07200
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
01-10486	AT&T MOBILITY - POLICE					
		I-9001X12232024	101-42110-42800 TELEPHONE	ACCT #287283989001	205021	1,034.93
			DEPARTMENT 2110 POLICE DEPARTMENT		TOTAL:	15,335.13

PACKET : 07199 07200
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
01-01020	CENTRAL ELECTRIC COOPER					
		I-12553001.01.25	101-42130-42835	UTILITIES-STR CARL RD	205036	276.00
		I-14579001.01.25	101-42130-42835	UTILITIES-STR 25040 SD HWY 37	205036	362.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815048617	101-42130-42535	LIGHT MAINTEN BLADE MAXI FUSE	205145	7.49
01-01518	VERIZON WIRELESS					
		I-6102321650	101-42130-42820	TELEPHONE ACCT #886931646-00001	205155	135.47
01-01700	AAA COLLECTIONS INC					
		I-7779-1.12.24	101-42130-42570	REPAIRS-TRAFF COLLECTIONS FEES	205015	30.23
01-01830	NORTHWESTERN ENERGY					
		I-2573393-2.01.25	101-42130-42810	UTILITIES-TRA E 1ST AND GAMBLE ST	205115	21.08
		I-2573626-5.01.25	101-42130-42810	UTILITIES-TRA 1030 E 1ST AVE	205115	13.88
		I-2580169-7.01.25	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	205115	25.88
		I-2581243-9.11.24	101-42130-42835	UTILITIES-STR STREET LIGHTS	205115	24,289.97
		I-2585321-9.12.24	101-42130-42810	UTILITIES-TRA E HAVENS AND BURR ST	205115	216.20
		I-2585416-7.12.24	101-42130-42810	UTILITIES-TRA 700 E NORWAY AVE	205115	326.63
		I-2585457-1.12.24	101-42130-42810	UTILITIES-TRA 700 E KAY AVE	205115	201.94
		I-2585833-3.12.24	101-42130-42810	UTILITIES-TRA 1909 N MAIN ST	205115	152.95
		I-2586693-0.12.24	101-42130-42835	UTILITIES-STR 112 W 2ND AVE	205115	526.77
		I-2586929-8.12.24	101-42130-42835	UTILITIES-STR 111 W 5TH AVE	205115	590.75
		I-2586966-0.12.24	101-42130-42835	UTILITIES-STR 111 W 7TH AVE	205115	920.94
		I-2748245-4.12.24	101-42130-42810	UTILITIES-TRA BURR & SPRUCE SIGNAL LIGHTS	205115	336.28
		I-2748246-2.12.24	101-42130-42810	UTILITIES-TRA N RAMPS I 90 SIGNAL LIGHTS	205115	207.14
		I-2778164-0.01.25	101-42130-42810	UTILITIES-TRA 1ST AND SANBORN ST	205115	147.68
		I-2781011-8.01.25	101-42130-42520	EMERGENCY SIR 1001 E BIRCH AVE PWSP SIREN	205115	30.51
		I-2793476-9.01.25	101-42130-42810	UTILITIES-TRA 1ST AND BURR ST SIGNAL LIGHTS	205115	69.03
		I-2812391-7.12.24	101-42130-42520	EMERGENCY SIR 5861 TOWER RD	205115	32.39
		I-2860182-1.12.24	101-42130-42810	UTILITIES-TRA MINNESOTA AND 16 AVE	205115	12.68
		I-2860183-9.12.24	101-42130-42810	UTILITIES-TRA MINNESOTA AND 18 AVE	205115	12.68
		I-2942176-5.01.25	101-42130-42810	UTILITIES-TRA 809 E 1ST AVE	205115	13.71
		I-2955717-0.12.24	101-42130-42835	UTILITIES-STR 500 N MAIN LOT PARKING	205115	28.32
		I-2980768-2.12.24	101-42130-42810	UTILITIES-TRA 121 W HAVENS	205115	138.87
		I-3480194-4.12.24	101-42130-42810	UTILITIES-TRA 111 W 7TH PWSP SIGNAL	205115	198.93
		I-3480195-1.12.24	101-42130-42810	UTILITIES-TRA 112 W 2ND PWSP SIGNAL	205115	158.21
		I-3480197-7.12.24	101-42130-42810	UTILITIES-TRA 111 W 5TH PWSP SIGNAL	205115	178.87
		I-3621835-2.12.24	101-42130-42810	UTILITIES-TRA S RAMPS I 90 SIGNAL LIGHTS	205115	215.48
		I-3701975-9.12.24	101-42130-42835	UTILITIES-STR N RAMPS I 90 STREET LIGHT	205115	676.10
		I-3880132-0.12.24	101-42130-42810	UTILITIES-TRA 1808 N MINNESOTA AVE SGNL	205115	138.40
		I-4242942-3.12.24	101-42130-42835	UTILITIES-STR HWY 37 LIGHTS-OPENING BILL	205115	155.10

DEPARTMENT 2130 TRAFFIC DEPARTMENT TOTAL: 30,848.56

PACKET : 07199 07200
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
01-00949	HEIMAN INC						
		I-0937284-IN	101-42200-42641	PROTECTIVE CL	LEATHER GLOVE	205079	149.82
01-01830	NORTHWESTERN ENERGY						
		I-2583799-8.12.24	101-42200-42800	TELEPHONE	201 W 1ST AVE FIRE	205115	4,305.37
		I-3566523-1.12.24	101-42200-42800	TELEPHONE	5971 AIRPORT RD BLDG 21	205115	136.76
01-02811	JONES SUPPLIES						
		I-150009	101-42200-42600	SUPPLIES	CLEAR LINERS	205089	61.26
		I-150025	101-42200-42600	SUPPLIES	CLEAR LINER	205089	49.77
01-03137	WATEROUS COMPANY						
		I-P156646001	101-42200-42500	REPAIR & MAIN	PUMP	205158	18,638.00
01-03518	HUNTER HEATING & COOLIN						
		I-332	101-42200-42500	REPAIR & MAIN	QUARTERLY MAINTENANCE	205081	215.63
01-05276	M & T FIRE AND SAFETY I						
		I-13066	101-42200-42641	PROTECTIVE CL	GLOVES,BIBS,GEAR BAG	205099	781.00
		I-13067	101-42200-42600	SUPPLIES	FOAM	205099	660.00
01-10414	MIDWAY SERVICE dba VOLL						
		I-76246	101-42200-42610	GAS & OIL	ON ROAD FUEL #2	205106	266.57
		I-76246	101-42200-42610	GAS & OIL	ON ROAD FUEL #1	205106	289.39

DEPARTMENT 2200 FIRE DEPARTMENT TOTAL: 25,553.57

PACKET : 07199 07200
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
01-00130	DAVISON COUNTY TREASURE						
		I-123124	101-43100-42600	SUPPLIES	2025 FREIGHTLINER TITLE,PLATE	205058	26.70
01-00424	RUNNINGS SUPPLY INC						
		I-1978831	101-43100-42600	SUPPLIES	HITCH PIN,BOLTS,NUTS,WASHERS	205138	30.35
		I-1982075	101-43100-42600	SUPPLIES	WOODCUTTER OIL	205138	21.99
01-00436	CHS FARMERS ALLIANCE						
		I-IZ7940	101-43100-42600	SUPPLIES	CARGO TIRE,TUBES	205039	318.80
01-00532	A-OX WELDING SUPPLY CO						
		I-0001412001	101-43100-42600	SUPPLIES	LINER,HAZARDOUS MATERIALS	205014	162.87
01-00712	NAPA CENTRAL						
		I-809249	101-43100-42600	SUPPLIES	WASHER FLUID	205113	7.41
		I-809559	101-43100-42600	SUPPLIES	FREE ALL PENET,GLOVES	205113	149.44
		I-809560	101-43100-42600	SUPPLIES	HAND CLEANER,DE-ICER	205113	50.86
01-01199	STURDEVANTS AUTO VALUE						
		I-815048696	101-43100-42600	SUPPLIES	FUEL,OIL,AIR FLEET,GREASE SEAL	205145	312.00
		I-815048944	101-43100-42600	SUPPLIES	AIR,OIL,FUEL FILTERS,LAMPS	205145	758.61
01-01239	BUTLER MACHINERY INC						
		I-13PS0084746	101-43100-42600	SUPPLIES	INJECTORS	205032	5,788.57
01-01417	NEWVISION SECURITY LLC						
		I-21837	101-43100-42800	UTILITIES	ALARM MONITORING	205114	75.00
01-02679	MENARD'S INC						
		I-80794	101-43100-42600	SUPPLIES	HINGES,SAFETY HASP	205103	51.45
01-04293	JCL SOLUTIONS						
		I-1381060	101-43100-42600	SUPPLIES	CLEANERS	205087	256.22
01-04440	NATE HEGG						
		I-NATE 24-02	101-43100-42661	MECHANICS TOO	REMAINING TOOLS REIMBURSED	205078	100.00
01-09006	CLEAN SWEEP						
		I-7577	101-43100-42600	SUPPLIES	DUST,VACCUM PLUGS,APPLICATOR	205041	600.76
01-10414	MIDWAY SERVICE dba VOLL						
		I-76246	101-43100-42610	GAS	ON ROAD FUEL #2	205106	285.38
		I-76246	101-43100-42610	GAS	ON ROAD FUEL #1	205106	309.81
		I-76246	101-43100-42610	GAS	OFF ROAD FUEL #1	205106	2,963.91
		I-76246	101-43100-42610	GAS	OFF ROAD FUEL #2	205106	2,705.15

DEPARTMENT 3100 STREET DEPARTMENT TOTAL: 14,975.28

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE						
		I-815048697	101-43110-42500	REPAIRS	FUEL DOMESTIC	205145	15.85
01-01518	VERIZON WIRELESS						
		I-6102321650	101-43110-42800	UTILITIES	ACCT #886931646-00001	205155	80.02
01-02555	TWO WAY SOLUTIONS INC						
		I-136182	101-43110-43400	MACHINERY & E	IGNITION SENSE CABLE KIT	205153	728.33
01-03678	INTERSTATE OFFICE PRODU						
		I-01EF1188	101-43110-42600	SUPPLIES	CUSTOM STAMP	205086	39.03
01-06633	GF ADVERTISING SERVICES						
		I-SSC3161298	101-43110-42600	SUPPLIES	PUBLIC WORKS UNIFORMS	205071	389.66
01-08010	METTLER IMPLEMENT INC-M						
		I-78432	101-43110-42500	REPAIRS	2023 POLARIS OIL CHANGE	205104	259.79
					DEPARTMENT 3110 PUBLIC WORKS ADMIN	TOTAL:	1,512.68

PACKET : 07199 07200
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
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #14	101-43120-43300	STREET OVERLA 2022-26 P.E. #14	205101	3,889.60
		I-2023-21 P.E. #12	101-43120-42200	PROF SERVICES 2023-21 P.E. #12	205101	12,738.35
				DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		16,627.95

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3130 SNOW REMOVAL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04695	DIXIE VEURINK TRUCKING					
		I-12302024	101-43130-42600	SUPPLIES & MA DE-ICING SAND MATERIAL REMOVED	205062	3,401.72
				DEPARTMENT 3130 SNOW REMOVAL	TOTAL:	3,401.72

PACKET : 07199 07200
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
01-00130	DAVISON COUNTY TREASURE						
		I-12312024	101-43150-43328	KIBBEE DITCH	FENCE INSTALL,CULVERTS	205057	10,205.54
01-09869	MCLAURY ENGINEERING INC						
		I-2022-26 P.E. #14	101-43150-43307	3RD & MAIN	2022-26 P.E. #14	205101	2,475.20
				DEPARTMENT 3150	STORM DRAINAGE	TOTAL:	12,680.74

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS						
		I-6102321650	101-43700-42800	UTILITIES	ACCT #886931646-00001	205155	73.30
				DEPARTMENT 3700 CEMETERY		TOTAL:	73.30

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4120 ANIMAL CONTROL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01210	LAKEVIEW VETERINARY CLI					
		I-336250	101-44120-42900	IMPOUNDING DO DEC 2024 MANAGEMENT	205093	900.00
01-01830	NORTHWESTERN ENERGY					
		I-2719777-1.12.24	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG	205115	208.54
01-02017	DAVISON RURAL WATER SYS					
		I-4837.01.25	101-44120-42800	UTILITIES-POU DEC 2024 WATER USAGE	205059	60.30
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	1,168.84

PACKET : 07199 07200
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-85487867	101-45500-43420	BOOKS	BOOKS	205084	624.19
		I-85556792	101-45500-43420	BOOKS	BOOKS	205084	374.60
		I-85603387	101-45500-43420	BOOKS	BOOKS	205084	217.69
01-01327	LEXISNEXIS MATTHEW BEND						
		I-4332584X	101-45500-43420	BOOKS	REFERENCE BOOKS	205098	205.10
01-01830	NORTHWESTERN ENERGY						
		I-2585828-3.12.24	101-45500-42800	UTILITIES	221 N DUFF ST	205115	3,402.59
01-06583	BAKER & TAYLOR						
		I-2038751569	101-45500-43420	BOOKS	CHILDREN'S BOOKS	205026	77.05
		I-2038764388	101-45500-43420	BOOKS	CHILDREN'S BOOKS	205026	306.51
01-08223	OVERDRIVE INC						
		I-02495CP24402169	101-45500-42693	E-BOOKS/AUDIO	AUDIOBOOKS	205125	196.28
01-09703	AMAZON CAPITAL SERVICES						
		I-114-2940233-071546	101-45500-43420	BOOKS	BOOK	205018	15.50
		I-1CPW-TNJV-LVWR	101-45500-42600	SUPPLIES & MA	CARDSTOCK,VINYL	205018	44.98

DEPARTMENT 5500 LIBRARY TOTAL: 5,464.49

FUND 101 GENERAL TOTAL: 153,664.47

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5110 RECREATION & AQUATICS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-2868739-0.01.25	201-45110-42850	UTILITIES-AQU 1201 E HANSON ST POOL	205115	435.20
	PROJ: J50-ELE/GAS	OUTDOOR AQUATIC CENTER		UTILITIES-ELECTRIC/GAS		
01-09703	AMAZON CAPITAL SERVICES					
		I-1DR1-QLXG-CDRM	201-45110-42600	SUPPLIES & MA BASKETBALLS	205018	229.77
	PROJ: J51-SM-EQUIP	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-EQUIPMENT		
				DEPARTMENT 5110 RECREATION & AQUATICS	TOTAL:	664.97

PACKET : 07199 07200
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
01-01145	CLIMATE SYSTEMS INC					
		I-19221	201-45140-42500	REPAIR & MAIN REC CENTER HEATING REPAIR	205042	160.00
	PROJ: J06-RM-HVAC	REC CTR-GENERAL BLDG		REPAIR/MAINT-HVAC		
01-01193	KROHMER PLUMBING INC					
		I-86815	201-45140-42500	REPAIR & MAIN UNPLUG WATER FOUNTAIN DRAIN	205090	91.84
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG		REPAIR/MAINT-PLUMBING		
01-01410	MITCHELL SCHOOL DISTRIC					
		I-2701763-1.12.24	201-45140-42800	UTILITIES 1301 N KIMBALL ST-CITY SHARE	205110	2,041.70
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-01450	MUTH ELECTRIC INC					
		I-676217	201-45140-42500	REPAIR & MAIN CHECKED LEVEL PROBES,FIXED	205112	106.43
	PROJ: J02-RM-ELEC	INDOOR AQUATIC CTR		REPAIR/MAINT-ELECTRICAL		
01-01830	NORTHWESTERN ENERGY					
		I-2580493-1.12.24	201-45140-42800	UTILITIES 1300 N MAIN	205115	3,505.36
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
		I-2773861-6.01.25	201-45140-42800	UTILITIES 1300 N MAIN ST UNIT 15	205115	7,374.65
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
		I-3510842-2.01.25	201-45140-42800	UTILITIES 1300 N MAIN BLDG AQUATICS	205115	5,094.57
	PROJ: J02-ELE/GAS	INDOOR AQUATIC CTR		UTILITIES-ELECTRIC/GAS		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10619219	201-45140-42602	CHEMICALS TESTINGS	205131	120.00
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-02679	MENARD'S INC					
		I-81202	201-45140-42600	SUPPLIES & MA CONST SCREWS,PINE WOOD	205103	37.22
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-02840	TESSIERS MECHANICAL CON					
		I-30005375	201-45140-42500	REPAIR & MAIN FIXED LEAKS IN GAS PIPE	205147	1,358.51
	PROJ: J06-RM-HVAC	REC CTR-GENERAL BLDG		REPAIR/MAINT-HVAC		
01-02880	THUNE TRUE VALUE & APPL					
		I-A585857	201-45140-42600	SUPPLIES & MA BATTERY	205149	10.49
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-03267	WALMART/CAPITAL ONE					
		I-8775.12302024	201-45140-42600	SUPPLIES & MA TV	205157	148.00
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
01-04293	JCL SOLUTIONS					
		I-1381859	201-45140-42600	SUPPLIES & MA SINGLE MOTOR VACUUM	205087	424.92
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-04950	MIDCONTINENT COMMUNICAT					

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04950	MIDCONTINENT COMMUNICAT continued					
		I-BIL-547610	201-45140-42300	PUBLISHING ADVERTISING	205105	150.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-547613	201-45140-42300	PUBLISHING ADVERTISING	205105	300.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-550112	201-45140-42300	PUBLISHING ADVERTISING	205105	395.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-550113	201-45140-42300	PUBLISHING ADVERTISING	205105	612.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-550734	201-45140-42300	PUBLISHING ADVERTISING	205105	63.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-550735	201-45140-42300	PUBLISHING ADVERTISING	205105	175.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12412109379	201-45140-42300	PUBLISHING ADVERTISING	205139	559.00
	PROJ: J08-KMIT	REC CTR PUBLISHING		PUBLISHING-KMIT		
01-08594	MAKE IT MINE DESIGNS					
		I-38243	201-45140-42600	SUPPLIES & MA PART TIME STAFF SHIRTS	205100	543.05
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-09143	ICAN INC					
		I-122222	201-45140-42300	PUBLISHING DEC 2024 ADVERTISING	205082	750.00
	PROJ: J08-ICAN	REC CTR PUBLISHING		PUBLISHING-ICAN		
01-09703	AMAZON CAPITAL SERVICES					
		I-14DH-CXVQ-GQR4	201-45140-42600	SUPPLIES & MA LASER SCANNER	205018	75.00
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-09913	AVERA QUEEN OF PEACE NU					
		I-12312024	201-45140-42600	SUPPLIES & MA 3 FOLLOWUP ASSESSEMENTS	205023	117.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		

DEPARTMENT 5140 RECREATION CENTER TOTAL: 24,212.74

PACKET : 07199 07200
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
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-4159/1	201-45160-42600	SUPPLIES & MA ICE MELT,FOAM SLEEVE,FILTER BA	205064	70.97
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IG2877	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	205039	52.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-00841	KROMER COMPANY					
		I-582221	201-45160-43400	CAPITAL EQUIP HYPRO PUMP,O-RING KIT,DIAPHARM	205091	1,098.00
	PROJ: H01-43400	SPORTS COMPLEX EQUIPMENT		CAPITAL EQUIPMENT		
01-01075	JOHNSON CONTROLS					
		I-1-134969346049	201-45160-42500	REPAIR & MAIN HEATING REPAIR IN FRONT LOBBY	205088	999.80
	PROJ: H06-42500	ARENA-NORTH RINK		REPAIR-MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815048695	201-45160-42600	SUPPLIES & MA BATTERY LUG	205145	4.99
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-01355	MIDWEST TURF & IRRIGATI					
		I-3944899-00	201-45160-43400	CAPITAL EQUIP GREASEABLE ROLLER,BUSHING,SCRW	205107	5,865.05
	PROJ: H01-43400	SPORTS COMPLEX EQUIPMENT		CAPITAL EQUIPMENT		
01-01518	VERIZON WIRELESS					
		I-6102321650	201-45160-42800	UTILITIES ACCT #886931646-00001	205155	47.73
01-01830	NORTHWESTERN ENERGY					
		I-2579265-6.12.24	201-45160-42800	UTILITIES 1101 N EDMUNDS PWSP M SHLTR	205115	59.43
	PROJ: H10-42800	MUNROE PARK		UTILITIES		
		I-2585121-3.12.24	201-45160-42800	UTILITIES 313 N HARMON DR	205115	69.79
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2586408-3.12.24	201-45160-42800	UTILITIES TOURNEY HDQT	205115	18.51
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2586410-9.12.24	201-45160-42800	UTILITIES 1301 N MINNESOTA LIFT	205115	23.30
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2718054-6.12.24	201-45160-42800	UTILITIES 5825 TOWER RD	205115	785.16
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2787244-9.12.24	201-45160-42800	UTILITIES D E CONCESSION	205115	30.67
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787247-2.12.24	201-45160-42800	UTILITIES WEST ELEC D E	205115	30.06
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787248-0.12.24	201-45160-42800	UTILITIES WEST ELEC F G	205115	84.55
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787249-8.12.24	201-45160-42800	UTILITIES H I J K SHOP	205115	39.89
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787283-7.12.24	201-45160-42800	UTILITIES SOCCER FIELD	205115	92.31
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2787285-2.12.24	201-45160-42800	UTILITIES CADWELL PARK CONCESSION	205115	12.52
	PROJ: H04-42800	BASEBALL		UTILITIES		

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY continued					
		I-2825237-7.12.24	201-45160-42800	UTILITIES 1301 N MINNESOTA	205115	209.23
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2834109-7.12.24	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	205115	37.66
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2920373-4.12.24	201-45160-42800	UTILITIES STAD SCOREBOARD 23	205115	198.55
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2991007-2.12.24	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	205115	1,848.20
	PROJ: H13-42800	ARENA-SOUTH RINK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S104339607.001	201-45160-42600	SUPPLIES & MA EXTD SHANK	205055	46.84
	PROJ: H13-42600	ARENA-SOUTH RINK		SUPPLIES-MAINTENANCE		
01-02679	MENARD'S INC					
		I-81148	201-45160-42600	SUPPLIES & MA LED LIGHTS	205103	279.96
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-02811	JONES SUPPLIES					
		I-149995	201-45160-42600	SUPPLIES & MA T-PAPER,ROLL TOWELS,CLEANERS	205089	278.77
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-08281	VESTIS					
		I-6380248959	201-45160-42600	SUPPLIES & MA MAT CLEANING	205156	57.43
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-10414	MIDWAY SERVICE dba VOLL					
		I-76246	201-45160-42610	GAS & FUEL OFF ROAD FUEL #1	205106	192.64
		I-76246	201-45160-42610	GAS & FUEL OFF ROAD FUEL #2	205106	175.83

DEPARTMENT 5160 SPORTS COMPLEXES TOTAL: 12,709.84

PACKET : 07199 07200
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
01-00424	RUNNINGS SUPPLY INC					
		I-1979021	201-45210-42600	SUPPLIES & MA WASHERS,BULK BIN PRODUCTS	205138	8.39
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1986482	201-45210-42650	UNIFORMS LEATHER GLOVES	205138	29.99
01-00436	CHS FARMERS ALLIANCE					
		I-IG1116	201-45210-42610	GAS & FUEL P&R UNLEADED GAS	205039	590.04
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
01-00532	A-OX WELDING SUPPLY CO					
		I-0000318028	201-45210-42600	SUPPLIES & MA CO2 CYLINDER REFILLS	205014	99.90
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-0088072060	201-45210-42600	SUPPLIES & MA 5 YEAR LEASE	205014	210.95
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815049003	201-45210-42500	REPAIR & MAIN MINIATURE LAMP	205145	7.49
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01518	VERIZON WIRELESS					
		I-6102321650	201-45210-42800	UTILITIES ACCT #886931646-00001	205155	42.73
01-01830	NORTHWESTERN ENERGY					
		I-2580826-2.12.24	201-45210-42800	UTILITIES 800 E 11TH AVE	205115	8.86
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-2581610-9.12.24	201-45210-42800	UTILITIES PUBLIC BEACH	205115	62.12
	PROJ: H74-42800	PUBLIC BEACH		UTILITIES		
		I-2581647-1.12.24	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	205115	27.70
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2581648-9.12.24	201-45210-42800	UTILITIES ACCESS LOT LITE	205115	10.91
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2581649-7.12.24	201-45210-42800	UTILITIES DAY CAMP	205115	52.06
	PROJ: H67-42800	DAY CAMP		UTILITIES		
		I-2582639-7.12.24	201-45210-42800	UTILITIES PATTON YOUNG	205115	130.35
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		
		I-2583204-9.12.24	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK JENNEWEI	205115	17.64
	PROJ: H58-42800	JENNEWEIN PARK		UTILITIES		
		I-2584325-1.12.24	201-45210-42800	UTILITIES 1300 S ROWLEY ST PARK PIONEER	205115	13.55
	PROJ: H61-42800	PIONEER PARK		UTILITIES		
		I-2584526-4.12.24	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	205115	12.00
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-2748483-1.12.24	201-45210-42800	UTILITIES ACCESS LOT METER	205115	12.00
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2967874-5.12.24	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	205115	55.01
	PROJ: H65-42800	AMPHITHEATER		UTILITIES		
		I-2973566-9.12.24	201-45210-42800	UTILITIES 621 N MAIN ST	205115	15.76
	PROJ: H62-42800	ROTARY PARK		UTILITIES		
		I-3045799-8.12.24	201-45210-42800	UTILITIES 311 1/2 N HARMON	205115	103.12
	PROJ: H66-42800	CAMP ARROYA		UTILITIES		

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5210 PARKS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY continued					
		I-3328555-2.12.24	201-45210-42800	UTILITIES 425 S BURR	205115	75.84
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-3449572-1.12.24	201-45210-42850	UTILITIES-VET 101 N MAIN ST	205115	101.70
	PROJ: H63-42850	VETERANS PARK		UTILITES/VETERANS PARK		
		I-3600484-4.12.24	201-45210-42800	UTILITIES 745 N HARMON DR RSTA	205115	23.14
	PROJ: H76-42800	SANDY BEACH		UTILITIES		
		I-3975325-6.12.24	201-45210-42800	UTILITIES 612 W ASH AVE	205115	55.40
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-02790	SUN GOLD SPORTS LLC					
		I-30463	201-45210-42650	UNIFORMS VETCH LOGOING	205146	40.00
01-02804	TMA STORES					
		I-107011	201-45210-42500	REPAIR & MAIN FALKEN TIRES,BALANCING	205151	1,206.03
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-10154	SCHOENFELDER PORTABLES					
		I-4219	201-45210-42600	SUPPLIES & MA TOILET RENTALS	205140	170.00
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
01-10523	LEWIS BRUSKE					
		I-01092025	201-45210-42650	UNIFORMS REMAIN BOOT REIMBURSE	205029	50.00
				DEPARTMENT 5210 PARKS	TOTAL:	3,232.68

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5220 SUPERVISION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS						
		I-6102321650	201-45220-42800	UTILITIES	ACCT #886931646-00001	205155	47.73
				DEPARTMENT 5220	SUPERVISION	TOTAL:	47.73
				FUND 201	PARK FUND	TOTAL:	40,867.96

PACKET : 07199 07200
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
01-02143	HDR ENGINEERING INC					
		I-1200678875	203-45220-43310	WATERSHED IMP WATERSHED IMPROVEMENTS	205077	5,200.00
01-06294	BROSZ ENGINEERING INC					
		I-2023-3 P.E. #19	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #19	205028	420.00
01-09753	STEVE DONOVAN					
		I-2021-14 P.E. #12	203-45220-43310	WATERSHED IMP 2021-14 P.E. #12	205144	1,687.30
				DEPARTMENT 5220 LAKE	TOTAL:	7,307.30
				FUND 203 LAKE MITCHELL	TOTAL:	7,307.30

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 211 ENTERTAINMENT TAX
DEPARTMENT: 6311 ENTERTAINMENT TAX BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01202	TK ELECTRIC					
		I-21136	211-46311-42963	COMMUNITY PRO REMOVE,INSTALL OUTSIDE SCONCES	205150	357.14
01-09187	CONFLUENCE, INC					
		I-30022	211-46311-42963	COMMUNITY PRO CP PLAZA EXPANSION	205046	3,300.26
				DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL:	3,657.40
				FUND 211 ENTERTAINMENT TAX	TOTAL:	3,657.40

PACKET : 07199 07200
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
01-03518	HUNTER HEATING & COOLIN					
		I-332	214-43500-42910	SERVICE CONTR QUARTERLY MAINTENANCE	205081	86.25
01-09703	AMAZON CAPITAL SERVICES					
		I-1YGQ-HMHL-3TJ1	214-43500-42500	REPAIRS & MAI OFFICE CHAIR	205018	89.07
01-10486	AT&T MOBILITY - POLICE					
		I-9001X12232024	214-43500-42800	UTILITIES - T ACCT #287283989001	205021	46.19
				DEPARTMENT 3500 E-911	TOTAL:	221.51
				FUND 214 E-911 EMERGENCY	TOTAL:	221.51

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5150 PALACE TRANSIT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00712	NAPA CENTRAL					
		I-809544	218-45150-42500	REPAIR AND MA RIGHT INNER TIE ROD	205113	122.40
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-809597	218-45150-42500	REPAIR AND MA HEAT & AC ACTUATOR	205113	30.90
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01199	STURDEVANTS AUTO VALUE					
		I-815048698	218-45150-42500	REPAIR AND MA REPLACED LIGHT	205145	21.98
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815048943	218-45150-42500	REPAIR AND MA OIL FILTER,SPARK PLUG,BATTERY	205145	353.91
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01322	LARRY'S I-90 SERVICE IN					
		I-105068	218-45150-42610	GAS OIL TIRES MOUNT & BALANCE TIRES	205095	306.88
	PROJ: E01-TIR	5311-FY18/19		Tires		
		I-105275	218-45150-42610	GAS OIL TIRES MOUNT & BALANCE NEW TIRES	205095	1,564.66
	PROJ: E01-TIR	5311-FY18/19		Tires		
01-02054	TRI M TUNES					
		I-P25181	218-45150-43411	COMPUTER HARD INSTALL CRADLEPOINT,ANTENNA	205152	215.00
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
		I-P25182	218-45150-43411	COMPUTER HARD INSTALL CRADLEPOINT,ANTENNA	205152	215.00
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
		I-P25183	218-45150-43411	COMPUTER HARD INSTALL CRADLEPOINT,ANTENNA	205152	215.00
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
		I-P25184	218-45150-43411	COMPUTER HARD INSTALL CRADLEPOINT,ANTENNA	205152	215.00
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
01-07371	DICK'S BODY SHOP					
		I-B9734	218-45150-42500	REPAIR AND MA FRONT-END ALIGNMENT	205061	95.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-07987	AT&T MOBILITY - PALACE					
		I-3882X12232024	218-45150-42800	UTILITIES ACCT #287298243882	205020	47.62
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
		I-3882X12232024	218-45150-42920	COMPUTER SOFT ACCT #287298243882	205020	530.98
	PROJ: E01-SHAH	5311-FY18/19		Tablet/Radio Contract		
01-09703	AMAZON CAPITAL SERVICES					
		I-1964-7P9J-JGRR	218-45150-42600	SUPPLIES & MA PAPER DISC FILTER	205018	30.98
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
01-10414	MIDWAY SERVICE dba VOLL					
		I-76246	218-45150-42610	GAS OIL TIRES ON ROAD FUEL #2	205106	597.58
		I-76246	218-45150-42610	GAS OIL TIRES ON ROAD FUEL #1	205106	648.74
				DEPARTMENT 5150 PALACE TRANSIT TOTAL:		5,211.63

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5180 JVCC BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY						
		I-3358242-0.01.25	218-45180-42800	UTILITIES	300 W 1ST AVE	205115	2,005.98
01-07987	AT&T MOBILITY - PALACE						
		I-3882X12232024	218-45180-42800	UTILITIES	ACCT #287298243882	205020	17.08
01-09243	KIM BURG						
		I-12232024	218-45180-42900	FUNDRAISING	PARTY DECORATIONS REIMBURSED	205031	15.70
				DEPARTMENT 5180	JVCC	TOTAL:	2,038.76
				FUND 218	COMMUNITY SERVICES	TOTAL:	7,250.39

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 219 NUTRITION
DEPARTMENT: 5140 NUTRITION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00483	COUNTY FAIR					
		I-01022025	219-45140-42911	CONTRACT SERV DEC 2024 DINE CARDS	205051	1,265.60
01-01221	MT VERNON SCHOOL DISTRI					
		I-01072025	219-45140-42911	CONTRACT SERV DEC 2024 SR MEALS-MT VERNON	205111	165.00
01-06232	COBORNS INC					
		I-01062025	219-45140-42911	CONTRACT SERV DEC 2024 DINE CARDS	205043	694.40
01-07987	AT&T MOBILITY - PALACE					
		I-3882X12232024	219-45140-42800	UTILITIES ACCT #287298243882	205020	17.08
01-09069	BIG DADDY D'S INC					
		I-956	219-45140-42911	CONTRACT SERV SR MEALS 12.16-20.2024	205027	2,166.60
		I-957	219-45140-42911	CONTRACT SERV SR MEALS 12.23-27.2024	205027	1,283.40
		I-958	219-45140-42911	CONTRACT SERV SR MEALS 12.30.24-01.03.2025	205027	1,504.20
01-10569	THE DUGOUT					
		I-01062025	219-45140-42911	CONTRACT SERV DEC 2024 SR MEALS-TRIPP	205063	2,742.00

DEPARTMENT 5140 NUTRITION TOTAL: 9,838.28

FUND 219 NUTRITION TOTAL: 9,838.28

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 230 AIRPORT
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-04342	DAKOTA PRO AIR						
		I-12242024	230-38502	RENTALS	AIRPORT DEPOSIT REFUNDED	205054	10,000.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	10,000.00

PACKET : 07199 07200
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
01-01518	VERIZON WIRELESS						
		I-6102321650	230-43500-42800	UTILITIES	ACCT #886931646-00001	205155	47.73
01-01830	NORTHWESTERN ENERGY						
		I-2585924-0.12.24	230-43500-42800	UTILITIES	MITCHELL AIRPORT	205115	190.17
		I-2585926-5.12.24	230-43500-42800	UTILITIES	AIRPORT SECURITY GATE	205115	13.37
		I-2585934-9.12.24	230-43500-42800	UTILITIES	MITCHELL AIRPORT 5	205115	542.80
		I-2585936-4.12.24	230-43500-42800	UTILITIES	5971 AIRPORT RD BLDG 24	205115	179.15
		I-2585992-7.12.24	230-43500-42800	UTILITIES	6601 N MAIN	205115	886.47
		I-2830030-9.12.24	230-43500-42800	UTILITIES	NG RD AND HWY 37 AP SIGN	205115	13.71
01-03100	CENTURY LINK						
		I-333866399.12.24	230-43500-42800	UTILITIES	ACCT #333866399	205037	67.84
01-08691	QUALITY CUT LAWN & TREE						
		I-2024-22RPE#4-2024	230-43500-42520	SNOW REMOVAL	2024-22R P.E. #4-2024	205133	10,000.00

DEPARTMENT 3500 AIRPORT TOTAL: 11,941.24

FUND 230 AIRPORT TOTAL: 21,941.24

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3330 WATER TREATMENT PLANT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1986926	602-43330-42600	SUPPLIES & MA FILL VALVE	205138	18.49
01-00520	HAWKINS INC					
		I-6946206	602-43330-42600	SUPPLIES & MA AMMONIA ANHYDROUS CYLINDER	205076	417.00
01-01518	VERIZON WIRELESS					
		I-6102321650	602-43330-42800	UTILITIES ACCT #886931646-00001	205155	95.46
01-01830	NORTHWESTERN ENERGY					
		I-2585902-6.12.24	602-43330-42800	UTILITIES 2800 N MAIN ST	205115	9,229.74
		I-2586002-4.12.24	602-43330-42800	UTILITIES N LAKE MITCHELL	205115	179.81
		I-4240509-2.12.24	602-43330-42800	UTILITIES 41008 256TH ST-OPENING BILL	205115	173.07
01-02602	PUBLIC HEALTH LABORATOR					
		I-10618984	602-43330-42550	LAB FEES TESTINGS	205131	587.00
01-04692	B-Y WATER DISTRICT					
		I-06771.01.25	602-43330-42850	B-Y WATER CHA DEC 2024 WATER USAGE	205025	58,420.25
01-07598	AQUA-PURE INC					
		I-MITSD2413	602-43330-42602	CHEMICALS SODIUM HYPOCHLORITE,LAS	205019	1,000.00
01-10414	MIDWAY SERVICE dba VOLL					
		I-76246	602-43330-42610	GAS & FUEL OFF ROAD FUEL #1	205106	89.07
		I-76246	602-43330-42610	GAS & FUEL OFF ROAD FUEL #2	205106	81.29

DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL: 70,291.18

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00041	RICE LAKE WEST						
		I-2020-20 P.E. #20	602-43340-43355	ABOVE GROUND	2020-20 P.E. #20	205136	29,650.00
01-00356	QUALIFIED PRESORT SERVI						
		I-2279-10044	602-43340-42660	POSTAGE	POSTAGE 12.16-31.2024	205132	5.36
01-00469	GEOTEK ENGINEERING & TE						
		I-2020-20 P.E. #12	602-43340-43355	ABOVE GROUND	2020-20 P.E. #12	205070	733.00
01-00532	A-OX WELDING SUPPLY CO						
		I-0000318018	602-43340-42600	SUPPLIES & MA	CO2 CYLINDER FILL	205014	22.50
01-00717	H & W CONTRACTING LLC						
		I-2020-20 P.E. #5	602-43340-43355	ABOVE GROUND	2020-20 P.E. #5	205074	80,585.61
01-01193	KROHMER PLUMBING INC						
		I-2020-20 P.E. #1	602-43340-43355	ABOVE GROUND	2020-20 P.E. #1	205090	998.00
01-01700	AAA COLLECTIONS INC						
		I-7782-1.12.24	602-43340-42910	BILLING OFFIC	PRECOLLECTION LETTER FEES	205016	16.67
01-01830	NORTHWESTERN ENERGY						
		I-2958403-4.12.24	602-43340-42800	UTILITIES	1800 VAN DYKE DR	205115	757.53
01-02470	CORE & MAIN LP						
		I-W187426	602-43340-42525	HYDRANT REPAI	VALVE BOTTOMS,HYDRANT VALVE	205048	3,359.13
01-04740	SDWWA/SDWEA						
		I-2024.1551	602-43340-42700	TRAVEL, CONF	RENEWAL-PETERSON	205142	10.00
		I-2024.1834	602-43340-42700	TRAVEL, CONF	RENEWAL-SIBSON	205142	10.00
01-06294	BROSZ ENGINEERING INC						
		I-2024-2 P.E. #12	602-43340-42225	PROFESSIONAL	2024-2 P.E. #12	205028	17,188.00
01-06656	PREMIER PEST CONTROL LL						
		I-52651	602-43340-42600	SUPPLIES & MA	AUG 2024 PEST CONTROL	205129	75.00
01-08417	INFRASTRUCTURE DESIGN G						
		I-2020-20 P.E. #52	602-43340-43355	ABOVE GROUND	2020-20 P.E. #52	205083	11,406.32
01-09869	MCLAURY ENGINEERING INC						
		I-2022-26 P.E. #14	602-43340-43334	3RD & MAIN	2022-26 P.E. #14	205101	1,414.40

DEPARTMENT 3340 WATER DISTRIBUTION TOTAL: 146,231.52

FUND 602 WATER TOTAL: 216,522.70

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 604 SEWER
DEPARTMENT: 3200 WASTE WATER TREATMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI						
		I-2279-10044	604-43200-42660	POSTAGE	POSTAGE 12.16-31.2024	205132	5.36
01-00424	RUNNINGS SUPPLY INC						
		I-1984275	604-43200-42600	SUPPLIES	VALVE BALL,ADAPTORS	205138	19.87
01-01518	VERIZON WIRELESS						
		I-6102321650	604-43200-42800	UTILITIES	ACCT #886931646-00001	205155	47.73
01-01830	NORTHWESTERN ENERGY						
		I-2581292-6.12.24	604-43200-42800	UTILITIES	2141 E HAVENS ST PLNT SWR	205115	8,831.01
01-02143	HDR ENGINEERING INC						
		I-2021-31 P.E. #39	604-43200-43300	NORTH PLANT I	2021-31 P.E. #39	205077	40,365.76
		I-2022-1 P.E. #24	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #24	205077	35,008.32
01-02679	MENARD'S INC						
		I-81154	604-43200-42600	SUPPLIES	GALV TEES,COUPLING,BALL VALVES	205103	12.67
01-04352	UPS STORE #4227						
		I-12102024	604-43200-42600	SUPPLIES	SHIPPING	205154	482.77
01-04740	SDWWA/SDWEA						
		I-2024.1321	604-43200-42700	TRAVEL, CONF,	RENEWAL-DAUGHTERS	205142	10.00
		I-2024.2071	604-43200-42700	TRAVEL, CONF,	RENEWAL-HOLLEMAN	205142	10.00
01-08560	FIRST RATE EXCAVATE INC						
		I-2022-1 P.E. #2	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #2	205066	362,359.26
01-10414	MIDWAY SERVICE dba VOLL						
		I-76246	604-43200-42610	GAS & FUEL	ON ROAD FUEL #2	205106	254.74
		I-76246	604-43200-42610	GAS & FUEL	ON ROAD FUEL #1	205106	276.55
01-10525	PKG CONTRACTING INC						
		I-2021-31 P.E. #24	604-43200-43300	NORTH PLANT I	2021-31 P.E. #24	205128	101,243.89

DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL: 548,927.93

PACKET : 07199 07200
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
01-00018	RMB ENVIRONMENTAL LABOR					
		I-E000481	604-43210-42550	LABORATORY FE TESTINGS	205137	495.00
01-01710	MINNESOTA VALLEY TESTIN					
		I-1287447	604-43210-42550	LABORATORY FE ANTIMONY,ARSENIC,BERYLLIUM,CAD	205108	1,713.00
		I-1287888	604-43210-42550	LABORATORY FE MOLYBDENUM,ZINC	205108	56.00
		I-1288013	604-43210-42550	LABORATORY FE PES/PCB,SV/MS BNA,VOC GCMS	205108	845.00
		I-1288014	604-43210-42550	LABORATORY FE SV/MS BNA,VOC GCMS	205108	915.00
01-04352	UPS STORE #4227					
		I-12022024	604-43210-42600	SUPPLIES SHIPPING	205154	155.68
		I-12052024	604-43210-42600	SUPPLIES SHIPPING	205154	108.89
		I-121624	604-43210-42600	SUPPLIES SHIPPING	205154	219.72
				DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:		4,508.29

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 604 SEWER
DEPARTMENT: 3250 WASTE WATER COLLECTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR						
		I-4181/1	604-43250-42600	SUPPLIES	BATTERY BRUSH	205064	4.59
01-00424	RUNNINGS SUPPLY INC						
		I-1986463	604-43250-42600	SUPPLIES	OUTLET STRIP	205138	10.79
01-00428	CARQUEST AUTO PARTS INC						
		I-4977-325734	604-43250-42600	SUPPLIES	FRAM ANT DEX	205034	27.44
		I-4977-325739	604-43250-42600	SUPPLIES	BATTERY,BATTERY CHARGER	205034	417.56
01-00752	MITCHELL PLUMBING & HEA						
		I-36543	604-43250-42500	REPAIRS	WWTP HEATER INSTALLED	205109	1,350.10
01-01239	BUTLER MACHINERY INC						
		I-13PS0084728	604-43250-42600	SUPPLIES	ELEMENTS,FILTERS,SEAL O-RINGS	205032	611.71
01-01700	AAA COLLECTIONS INC						
		I-7782-1.12.24	604-43250-42910	BILLING OFFIC	PRECOLLECTION LETTER FEES	205016	16.67
01-01830	NORTHWESTERN ENERGY						
		I-2579460-3.12.24	604-43250-42800	UTILITIES	N SANBORN AND 13TH AVE	205115	130.45
		I-2581214-0.12.24	604-43250-42800	UTILITIES	N FOSTER ST	205115	985.36
		I-2581590-3.12.24	604-43250-42800	UTILITIES	N HARMON DR	205115	223.82
		I-2581650-5.12.24	604-43250-42800	UTILITIES	KIPPES CV	205115	86.45
		I-2581719-8.12.24	604-43250-42800	UTILITIES	S HARMON AND OHLMAN	205115	97.69
		I-2581747-9.12.24	604-43250-42800	UTILITIES	S HARMON DR	205115	62.43
		I-2582035-8.12.24	604-43250-42800	UTILITIES	1500 W 23RD AVE	205115	214.14
		I-2585907-5.12.24	604-43250-42800	UTILITIES	AIRPORT RD WST WTR	205115	157.49
		I-2828568-2.12.24	604-43250-42800	UTILITIES	5709 ISLAND CT	205115	150.89
		I-3907866-2.12.24	604-43250-42800	UTILITIES	1040 N HARMON DR LIFT	205115	236.73
01-03495	HALME INC						
		I-2022-3 P.E. #2	604-43250-43347	23RD & OHLMAN	2022-3 P.E. #2	205075	66,244.93
		I-2023-16 P.E. #2	604-43250-43350	S HARMON/OHLM	2023-16 P.E. #2	205075	62,987.35
01-06294	BROSZ ENGINEERING INC						
		I-2024-2 P.E. #12	604-43250-42200	PROFESSIONAL	2024-2 P.E. #12	205028	25,782.00
01-09869	MCLAURY ENGINEERING INC						
		I-2022-26 P.E. #14	604-43250-43346	3RD & MAIN	2022-26 P.E. #14	205101	1,060.80
01-10414	MIDWAY SERVICE dba VOLL						
		I-76246	604-43250-42610	GAS	OFF ROAD FUEL #1	205106	91.78
		I-76246	604-43250-42610	GAS	OFF ROAD FUEL #2	205106	83.77

DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL: 161,034.94

FUND 604 SEWER TOTAL: 714,471.16

PACKET : 07199 07200
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
01-00262	GREAT WESTERN TIRE CO					
		I-1-GS650573	612-43220-42500	REPAIR & MAIN WORKHORSE TIRES	205072	967.46
01-01117	FLEETPRIDE					
		I-11302024	612-43220-42600	SUPPLIES SERVICE CHARGE	205067	1.10
01-01199	STURDEVANTS AUTO VALUE					
		I-815048693	612-43220-42600	SUPPLIES AIR,OIL CONSTRUCTION	205145	63.34
01-01239	BUTLER MACHINERY INC					
		C-13CS0009617	612-43220-42600	SUPPLIES RETURNED FILTERS	205032	92.50-
		I-13PS0084727	612-43220-42600	SUPPLIES FILTERS	205032	92.50
		I-13PS0084729	612-43220-42600	SUPPLIES FILTERS,HYDO ADV	205032	166.22
01-01417	NEWVISION SECURITY LLC					
		I-21829	612-43220-42800	UTILITIES ALARM MONITORING	205114	76.00
01-02484	DARRINGTON WATER COND					
		I-60160.12.24	612-43220-42500	REPAIR & MAIN WATER COOLER RENTAL	205056	15.00
01-02939	DEPARTMENT OF AGRICULTU					
		I-01082025	612-43220-42200	CONTRACT-MILL DEC 2024 SOLID WASTE SURCHARGE	205060	2,365.43
01-08380	PETERBILT OF SIOUX FALL					
		I-A683708	612-43220-42600	SUPPLIES FILL CAP	205127	55.70
		I-A684025	612-43220-42600	SUPPLIES WATER MBEND PIPE	205127	567.84

DEPARTMENT 3220 RECYCLING PROGRAM TOTAL: 4,278.09

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3230 WASTE COLLECTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI						
		I-2279-10044	612-43230-42660	POSTAGE	POSTAGE 12.16-31.2024	205132	5.36
01-00917	DAKOTA FLUID POWER INC						
		I-7285371	612-43230-42600	SUPPLIES	CAP NUTS,HEX PLUGS,SEAL KITS	205053	167.85
		I-7285373	612-43230-42500	REPAIRS	CYLINDER REPAIR	205053	2,360.56
01-01117	FLEETPRIDE						
		I-122358055	612-43230-42600	SUPPLIES	AUTOMATIC SLACK DRIVE	205067	83.59
		I-122383617	612-43230-42600	SUPPLIES	PARK CENTRAL VALVE	205067	274.63
		I-122413333	612-43230-42600	SUPPLIES	CENTER BEARING,U-JOINT KIT	205067	139.86
01-01199	STURDEVANTS AUTO VALUE						
		I-815048946	612-43230-42600	SUPPLIES	SILICONE SEALANT	205145	26.59
01-01700	AAA COLLECTIONS INC						
		I-7782-1.12.24	612-43230-42910	BILLING OFFIC	PRECOLLECTION LETTER FEES	205016	16.66
01-08380	PETERBILT OF SIOUX FALL						
		I-A684030	612-43230-42600	SUPPLIES	CONNECTION GASKET	205127	14.82
01-10414	MIDWAY SERVICE dba VOLL						
		I-76246	612-43230-42610	GAS & OIL	ON ROAD FUEL #2	205106	2,102.45
		I-76246	612-43230-42610	GAS & OIL	ON ROAD FUEL #1	205106	2,282.42
					DEPARTMENT 3230 WASTE COLLECTION	TOTAL:	7,474.79

PACKET : 07199 07200
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
01-01199	STURDEVANTS AUTO VALUE						
		I-815045842	612-43240-42600	SUPPLIES	SPRAYWAY GLASS CLEAN	205145	77.88
01-01417	NEWVISION SECURITY LLC						
		I-21828	612-43240-42800	UTILITIES	ALARM MONITORING	205114	76.00
01-02017	DAVISON RURAL WATER SYS						
		I-5095.01.25	612-43240-42800	UTILITIES	DEC 2024 WATER USAGE	205059	84.75
01-02484	DARRINGTON WATER COND						
		I-49197.12.24	612-43240-42500	REPAIR AND MA	WATER COOLER RENTAL	205056	47.00
01-04364	LEO ROY PAUL						
		I-12262024	612-43240-42650	UNIFORMS	EMBROIDERY FEES REIMBURSED	205126	35.00
01-10414	MIDWAY SERVICE dba VOLL						
		I-76246	612-43240-42610	GAS & OIL	ON ROAD FUEL #2	205106	984.39
		I-76246	612-43240-42610	GAS & OIL	ON ROAD FUEL #1	205106	1,068.65
		I-76246	612-43240-42610	GAS & OIL	OFF ROAD FUEL #1	205106	1,391.38
		I-76246	612-43240-42610	GAS & OIL	OFF ROAD FUEL #2	205106	1,269.91

DEPARTMENT 3240 LANDFILL TOTAL: 5,034.96

FUND 612 SANITATION TOTAL: 16,787.84

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 613 CORN PALACE
DEPARTMENT: 5650 CORN PALACE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00140	AL'S ENGRAVING						
		I-18904	613-45650-42600	SUPPLIES & MA	SIETSEMA NAME PLATE	205017	8.95
01-00532	A-OX WELDING SUPPLY CO						
		I-0001413222	613-45650-42610	COST OF GOODS	CARBON DIOXIDE	205014	75.25
01-01450	MUTH ELECTRIC INC						
		I-677121	613-45650-42500	REPAIRS & MAI	REPLACE LIGHT FIXTURES	205112	393.26
01-01830	NORTHWESTERN ENERGY						
		I-2587291-2.01.25	613-45650-42800	UTILITIES	600 N MAIN ST	205115	2,554.78
		I-2587292-0.12.24	613-45650-42800	UTILITIES	600 N MAIN ST	205115	3,659.79
		I-3219913-5.12.24	613-45650-42800	UTILITIES	617 N MAIN	205115	15.43
		I-3458684-2.12.24	613-45650-42850	CP PLAZA UTIL	6TH AVE PARK	205115	210.40
01-02811	JONES SUPPLIES						
		I-149889	613-45650-42600	SUPPLIES & MA	BLACK LINERS	205089	52.81
		I-149974	613-45650-42600	SUPPLIES & MA	CLEANER,T-TISSUE,TOWELS,SOAP	205089	287.75
		I-149975	613-45650-42600	SUPPLIES & MA	NAPKINS,TOWELS,GLOVES,STRAWS	205089	37.72
		I-149975	613-45650-42610	COST OF GOODS	NAPKINS,TOWELS,GLOVES,STRAWS	205089	159.17
		I-150041	613-45650-42600	SUPPLIES & MA	BLACK LINER,ROLL TOWELS	205089	67.78
		I-150042	613-45650-42600	SUPPLIES & MA	T-TISSUE,ROLL TOWELS	205089	103.62
		I-150061	613-45650-42600	SUPPLIES & MA	BLACK LINERS	205089	105.87
01-03700	CORE-MARK US LLC						
		I-1927480	613-45650-42610	COST OF GOODS	SUCKERS,LIDS,CREAMERS,CHICKEN	205049	1,785.99
		I-1941692	613-45650-42610	COST OF GOODS	CANDY,BURGERS	205049	520.82
		I-1943744	613-45650-42610	COST OF GOODS	GUM,SMOOTHIE MIX,TRAYS,JERKY	205049	6,231.16
01-04241	TERRY CUNNINGHAM						
		I-12252024	613-45650-42925	CHRISTMAS AT	SANTA-CHRISTMAS AT THE PALACE	205052	300.00
01-04352	UPS STORE #4227						
		I-11072024	613-45650-42660	SHIPPING/POST	SHIPPING	205154	88.33
		I-12182024	613-45650-42660	SHIPPING/POST	SHIPPING	205154	11.65
		I-121824	613-45650-42660	SHIPPING/POST	SHIPPING	205154	17.29
		I-12202024	613-45650-42660	SHIPPING/POST	SHIPPING	205154	59.18
		I-12302024	613-45650-42600	SUPPLIES & MA	SHIPPING	205154	29.16
01-06633	GF ADVERTISING SERVICES						
		I-61428	613-45650-42650	UNIFORMS	SIETSEMA EMBROIDERY SHIRTS	205071	331.16
01-07344	CHESTERMAN COMPANY						
		I-11662432	613-45650-42610	COST OF GOODS	DT COKE BIBS	205038	244.00
01-08281	VESTIS						
		I-6380250700	613-45650-42500	REPAIRS & MAI	MAT CLEANING	205156	40.66
01-10254	LEIGHTON FAMILY FARMS						

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 613 CORN PALACE
DEPARTMENT: 5650 CORN PALACE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10254	LEIGHTON FAMILY FARMS continued					
		I-1213	613-45650-42610	COST OF GOODS POPCORN	205096	700.00
01-10425	ETIX INC					
		I-CP123124	613-45650-42900	TICKETING FEE TICKETING FEE	205065	197.50
				DEPARTMENT 5650 CORN PALACE	TOTAL:	18,289.48
				FUND 613 CORN PALACE	TOTAL:	18,289.48

PACKET : 07199 07200
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
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-4075/1	614-45250-42600	SUPPLIES & MA WOODCUTTER OIL	205064	43.98
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-10044	614-45250-42600	SUPPLIES & MA POSTAGE 12.16-31.2024	205132	0.73
01-00424	RUNNINGS SUPPLY INC					
		I-1987423	614-45250-42650	UNIFORMS GUNNARE LOGO SWEATER,JACKET	205138	199.98
01-01518	VERIZON WIRELESS					
		I-6102321650	614-45250-42800	UTILITIES ACCT #886931646-00001	205155	42.73
01-08594	MAKE IT MINE DESIGNS					
		I-38336	614-45250-42650	UNIFORMS EMBROIDERY FEES	205100	16.00

DEPARTMENT 5250 GOLF COURSE TOTAL: 303.42

FUND 614 GOLF COURSE TOTAL: 303.42

PACKET : 07199 07200
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
01-01802	L.L. JIRSA, ARCHITECT						
		I-2023-33 P.E. #1	619-45220-43200	BUILDINGS	2023-33 P.E. #1	205092	9,798.00
01-01830	NORTHWESTERN ENERGY						
		I-3394102-2.12.24	619-45220-42800	UTILITIES	2601 N MAIN ST	205115	680.80
		I-3988458-0.12.24	619-45220-42800	UTILITIES	2601 N MAIN ST SHWR	205115	10.13
01-03488	FLOWBIRD AMERICA INC						
		I-AI000638	619-45220-42620	COMPUTER SOFT	ALARM MONITORING	205068	69.00

DEPARTMENT 5220 CAMPGROUND TOTAL: 10,557.93

FUND 619 CAMPGROUND TOTAL: 10,557.93

PACKET : 07199 07200
VENDOR SET: Mult
FUND : 621 EMERGENCY MEDICAL SERVICE
DEPARTMENT: 4600 EMS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00532	A-OX WELDING SUPPLY CO						
		I-0000318020	621-44600-42600	SUPPLIES	O2 CYLINDER FILL	205014	50.85
01-01518	VERIZON WIRELESS						
		I-6102321650	621-44600-42800	UTILITIES	ACCT #886931646-00001	205155	102.28
01-02700	HENRY SCHEIN INC						
		I-29792859	621-44600-42600	SUPPLIES	MEDICAL SUPPLIES	205080	355.60
01-03518	HUNTER HEATING & COOLIN						
		I-332	621-44600-42500	REPAIRS & MAI	QUARTERLY MAINTENANCE	205081	215.62
01-08340	LEWIS FAMILY DRUG LLC						
		I-224871	621-44600-42600	SUPPLIES	BANDAIDS	205097	8.99
01-08978	BUHL'S DRYCLEANERS & LI						
		I-72842	621-44600-42500	REPAIRS & MAI	LAUNDRY SERVICE	205030	122.50
		I-91108	621-44600-42500	REPAIRS & MAI	LAUNDRY SERVICE	205030	57.50
01-09962	QUICK MED CLAIMS						
		I-INV40083	621-44600-42250	CONTRACT-QMC	DEC 2024 MONTHLY CHARGES	205134	6,357.75
01-10414	MIDWAY SERVICE dba VOLL						
		I-76246	621-44600-42610	GAS & OIL	ON ROAD FUEL #2	205106	290.56
		I-76246	621-44600-42610	GAS & OIL	ON ROAD FUEL #1	205106	315.43

DEPARTMENT 4600 EMS TOTAL: 7,877.08

FUND 621 EMERGENCY MEDICAL SERVICETOTAL: 7,877.08

REPORT GRAND TOTAL: 1,229,558.16

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2024-2025	101-41110-42300	LEGAL PUBLICATIONS	1,740.68	13,000	1,230.07-	Y			
	101-41110-42600	SUPPLIES & MATERIALS	15.00	725	61.66				
	101-41410-42610	WEST GROUP LAW DATABASE	824.82	14,000	3,843.31				
	101-41420-42200	PROFESSIONAL SERVICES	500.00	51,650	4,684.38				
	101-41420-42600	SUPPLIES & MATERIALS	87.15	3,000	625.63-	Y			
	101-41440-42210	PROFESSIONAL SERVICES	444.00	18,221	3,454.00				
	101-41440-42215	WELLNESS	39.32	3,500	1,115.28				
	101-41440-42220	CDL TRAINING	800.00	5,375	2,644.27				
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	1,416.00	35,115	6,612.18-	Y			
	101-41460-42110	LIABILITY, PROPERTY INS &	5,000.00	203,000	18,519.78-	Y			
	101-41920-42520	REPAIR-CITY HALL	66.84	13,100	459.28				
	101-41920-42620	SUPPLIES-CITY HALL	277.85	2,000	824.90				
	101-41920-42800	UTILITIES - TELEPHONE	1,893.04	540	1,555.54-	Y			
	101-41920-42810	UTILITIES-STORAGE BLDG	274.87	2,600	41.34-	Y			
	101-41935-42600	SUPPLIES	114.68	3,000	927.10				
	101-41935-42615	POSTAGE	465.50	7,000	352.48-	Y			
	101-41935-42645	COMPUTER HARDWARE	12,062.46	73,680	15,658.73				
	101-42110-42200	PROFESSIONAL SERVICES	10,782.90	29,581	6,401.91				
	101-42110-42500	REPAIR & MAINTENANCE	415.29	38,580	1,379.82				
	101-42110-42600	SUPPLIES	352.50	35,055	3,043.06				
	101-42110-42610	GAS OIL TIRES	82.70	60,000	13,811.57				
	101-42110-42640	UNIFORM ALLOWANCE	2,280.54	7,000	36,263.29-	Y			
	101-42110-42800	TELEPHONE	1,034.93	16,000	2,068.71				
	101-42110-42810	UTILITIES	386.27	12,150	4,851.67				
	101-42130-42520	EMERGENCY SIREN UTILITIES	62.90	2,700	396.02-	Y			
	101-42130-42535	LIGHT MAINTENANCE	7.49	27,500	11,060.50				
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	30.23	118,389	424.67				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	2,786.52	38,000	179.39				
	101-42130-42820	TELEPHONE	135.47	1,200	339.90-	Y			
	101-42130-42835	UTILITIES-STREET LIGHTS	27,825.95	277,000	6,430.82-	Y			
	101-42200-42500	REPAIR & MAINTENANCE	18,853.63	36,050	15,656.49-	Y			
	101-42200-42600	SUPPLIES	771.03	15,650	3,232.85-	Y			
	101-42200-42610	GAS & OIL	555.96	7,800	877.29-	Y			
	101-42200-42641	PROTECTIVE CLOTHING	930.82	28,025	182.58				
	101-42200-42800	TELEPHONE	4,442.13	2,800	3,502.03-	Y			
	101-43100-42600	SUPPLIES	8,536.03	140,000	6,711.67-	Y			
	101-43100-42610	GAS	6,264.25	105,000	28,766.44				
	101-43100-42661	MECHANICS TOOL ALLOWANCE	100.00	1,400	0.00				
	101-43100-42800	UTILITIES	75.00	15,000	3,834.46				
	101-43110-42500	REPAIRS	275.64	700	3,044.51-	Y			
	101-43110-42600	SUPPLIES	428.69	4,000	625.01				
	101-43110-42800	UTILITIES	80.02	2,000	130.56				
	101-43110-43400	MACHINERY & EQUIPMENT	728.33	40,000	882.18				
	101-43120-42200	PROF SERVICES-DESIGN	12,738.35	60,000	1,181.56				
	101-43120-43300	STREET OVERLAY MAINT	3,889.60	1,905,075	786,451.12				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	101-43130-42600	SUPPLIES & MATERIALS	3,401.72	70,000	3,229.66-	Y			
	101-43150-43307	3RD & MAIN	2,475.20	177,378	15,670.91-	Y			
	101-43150-43328	KIBBEE DITCH	10,205.54	10,206	0.46				
	101-43700-42800	UTILITIES	73.30	5,000	219.36-	Y			
	101-44120-42800	UTILITIES-POUND	268.84	3,400	987.11				
	101-44120-42900	IMPOUNDING DOGS	900.00	16,200	1,067.82				
	101-45500-42600	SUPPLIES & MATERIALS	44.98	11,000	46.11				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	196.28	21,650	314.33				
	101-45500-42800	UTILITIES	3,402.59	42,500	3,402.03				
	101-45500-43420	BOOKS	1,820.64	47,000	2,527.99				
	201-45110-42600	SUPPLIES & MATERIALS	229.77	9,000	620.00				
	201-45110-42850	UTILITIES-AQUATICS	435.20	82,450	1,549.58-	Y			
	201-45140-42300	PUBLISHING	3,004.00	51,220	469.80-	Y			
	201-45140-42500	REPAIR & MAINTENANCE	1,716.78	102,872	3,014.95-	Y			
	201-45140-42600	SUPPLIES & MATERIALS	1,355.68	35,780	1,258.46				
	201-45140-42602	CHEMICALS	120.00	15,000	1,425.22-	Y			
	201-45140-42800	UTILITIES	18,016.28	174,300	557.51-	Y			
	201-45160-42500	REPAIR & MAINTENANCE	999.80	97,633	1,797.29-	Y			
	201-45160-42600	SUPPLIES & MATERIALS	738.96	55,147	13,039.17				
	201-45160-42610	GAS & FUEL	420.47	13,500	800.02-	Y			
	201-45160-42800	UTILITIES	3,587.56	150,220	3,451.38				
	201-45160-43400	CAPITAL EQUIPMENT	6,963.05	126,000	175.95				
	201-45210-42500	REPAIR & MAINTENANCE	1,213.52	41,150	1,141.57				
	201-45210-42600	SUPPLIES & MATERIALS	489.24	67,100	296.96-	Y			
	201-45210-42610	GAS & FUEL	590.04	33,000	1,569.35-	Y			
	201-45210-42650	UNIFORMS	119.99	2,100	415.85				
	201-45210-42800	UTILITIES	718.19	60,000	11,785.49-	Y			
	201-45210-42850	UTILITIES-VETERAN'S PARK	101.70	4,800	1,595.32-	Y			
	201-45220-42800	UTILITIES	47.73	640	54.29				
	203-45220-43300	LAKE IMPROVEMENTS	420.00	6,000,000	5,060,360.04				
	203-45220-43310	WATERSHED IMPROVEMENTS	6,887.30	0	908,423.91-	Y			
	211-46311-42963	COMMUNITY PROJECTS	3,657.40	505,123	376,185.27				
	214-43500-42500	REPAIRS & MAINTENANCE	89.07	3,700	2,916.96				
	214-43500-42800	UTILITIES - TELEPHONE	46.19	3,154	1,085.31				
	214-43500-42910	SERVICE CONTRACTS	86.25	22,403	164.81				
	218-45150-42500	REPAIR AND MAINTENANCE	624.19	13,000	830.77-	Y			
	218-45150-42600	SUPPLIES & MATERIALS	30.98	11,400	6,954.28				
	218-45150-42610	GAS OIL TIRES	3,117.86	81,000	9,709.15-	Y			
	218-45150-42800	UTILITIES	47.62	1,553	1,041.03-	Y			
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	530.98	51,472	565.14-	Y			
	218-45150-43411	COMPUTER HARDWARE	860.00	55,400	13,034.47				
	218-45180-42800	UTILITIES	2,023.06	28,464	3,444.17				
	218-45180-42900	FUNDRAISING	15.70	10,750	573.46				
	219-45140-42800	UTILITIES	17.08	405	214.64				
	219-45140-42911	CONTRACT SERVICES-MEALS	9,821.20	188,431	17,723.81-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	230-38502	RENTALS *NON-EXPENS	10,000.00	159,690-	24,614.97				
	230-43500-42520	SNOW REMOVAL CONTRACT	10,000.00	65,000	9,108.81-	Y			
	230-43500-42800	UTILITIES	1,941.24	20,000	746.25				
	602-43330-42550	LAB FEES	587.00	22,600	15,166.00				
	602-43330-42600	SUPPLIES & MATERIALS	435.49	17,500	7,250.06				
	602-43330-42602	CHEMICALS	1,000.00	6,000	2,055.00-	Y			
	602-43330-42610	GAS & FUEL	170.36	3,000	789.44-	Y			
	602-43330-42800	UTILITIES	9,678.08	180,000	101,968.09				
	602-43330-42850	B-Y WATER CHARGES	58,420.25	925,000	4,442.92-	Y			
	602-43340-42225	PROFESSIONAL SERVICES	17,188.00	125,000	264,967.40-	Y			
	602-43340-42525	HYDRANT REPAIRS	3,359.13	20,000	14,972.22-	Y			
	602-43340-42600	SUPPLIES & MATERIALS	97.50	125,300	3,420.90-	Y			
	602-43340-42660	POSTAGE	5.36	10,000	2,069.98-	Y			
	602-43340-42700	TRAVEL, CONF & DUES	20.00	3,500	199.65-	Y			
	602-43340-42800	UTILITIES	757.53	11,000	5,092.96				
	602-43340-42910	BILLING OFFICE	16.67	10,700	4,757.66				
	602-43340-43334	3RD & MAIN	1,414.40	114,233	5,130.23				
	602-43340-43355	ABOVE GROUND STORAGE	123,372.93	8,515,013	2,319,687.87				
	604-43200-42600	SUPPLIES	515.31	21,650	10,174.90-	Y			
	604-43200-42610	GAS & FUEL	531.29	10,000	1,587.75				
	604-43200-42660	POSTAGE	5.36	9,000	1,351.74-	Y			
	604-43200-42700	TRAVEL, CONF, DUES	20.00	2,500	1,127.94				
	604-43200-42800	UTILITIES	8,878.74	215,000	55,835.20-	Y			
	604-43200-43300	NORTH PLANT IMPROVEMENTS	141,609.65	3,745,819	2,430,601.50				
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	397,367.58	29,829,861	23,130,800.33				
	604-43210-42550	LABORATORY FEES & SERVICES	4,024.00	5,000	2,364.55-	Y			
	604-43210-42600	SUPPLIES	484.29	1,200	108.49				
	604-43250-42200	PROFESSIONAL SERVICES	25,782.00	165,000	20,508.37				
	604-43250-42500	REPAIRS	1,350.10	22,000	18,997.56-	Y			
	604-43250-42600	SUPPLIES	1,072.09	50,000	2,646.48-	Y			
	604-43250-42610	GAS	175.55	6,000	1,444.78				
	604-43250-42800	UTILITIES	2,345.45	51,000	13,528.76				
	604-43250-42910	BILLING OFFICE	16.67	8,000	2,067.33				
	604-43250-43346	3RD & MAIN	1,060.80	0	86,367.87-	Y			
	604-43250-43347	23RD & OHLMAN LIFT STATION	66,244.93	1,743,000	1,665,149.32				
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	62,987.35	1,373,000	1,284,849.65				
	612-43220-42200	CONTRACT-MILLENNIUM	2,365.43	35,000	22,969.27				
	612-43220-42500	REPAIR & MAINTENANCE	982.46	5,000	5,341.50-	Y			
	612-43220-42600	SUPPLIES	854.20	19,000	8,562.43				
	612-43220-42800	UTILITIES	76.00	5,000	1,576.12				
	612-43230-42500	REPAIRS	2,360.56	11,000	12,437.84-	Y			
	612-43230-42600	SUPPLIES	707.34	40,000	30,148.32				
	612-43230-42610	GAS & OIL	4,384.87	50,000	4,968.87				
	612-43230-42660	POSTAGE	5.36	8,000	2,295.64-	Y			
	612-43230-42910	BILLING OFFICE	16.66	8,000	2,067.36				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	612-43240-42500	REPAIR AND MAINTENANCE	47.00	32,000	18,891.63-	Y			
	612-43240-42600	SUPPLIES	77.88	55,000	10,191.62				
	612-43240-42610	GAS & OIL	4,714.33	110,000	36,101.14				
	612-43240-42650	UNIFORMS	35.00	1,000	305.06				
	612-43240-42800	UTILITIES	160.75	12,000	783.57-	Y			
	613-45650-42500	REPAIRS & MAINTENANCE	433.92	0	70,614.80-	Y			
	613-45650-42600	SUPPLIES & MATERIALS	693.66	0	51,811.97-	Y			
	613-45650-42610	COST OF GOODS SOLD	9,716.39	0	224,045.14-	Y			
	613-45650-42650	UNIFORMS	331.16	0	1,023.05-	Y			
	613-45650-42660	SHIPPING/POSTAGE	176.45	0	1,637.07-	Y			
	613-45650-42800	UTILITIES	6,230.00	0	81,947.41-	Y			
	613-45650-42850	CP PLAZA UTILITIES	210.40	0	5,661.60-	Y			
	613-45650-42900	TICKETING FEES	197.50	0	7,896.91-	Y			
	613-45650-42925	CHRISTMAS AT THE PALACE	300.00	0	2,029.26-	Y			
	614-45250-42600	SUPPLIES & MATERIALS	44.71	25,400	379.64-	Y			
	614-45250-42650	UNIFORMS	215.98	500	64.58				
	614-45250-42800	UTILITIES	42.73	20,000	597.35				
	619-45220-42620	COMPUTER SOFTWARE	69.00	4,000	1,656.05				
	619-45220-42800	UTILITIES	690.93	19,750	722.37				
	619-45220-43200	BUILDINGS	9,798.00	800,000	790,202.00				
	621-44600-42250	CONTRACT-QMC	6,357.75	54,000	10,775.54-	Y			
	621-44600-42500	REPAIRS & MAINTENANCE	395.62	1,500	8.74				
	621-44600-42600	SUPPLIES	415.44	100,226	14,999.23-	Y			
	621-44600-42610	GAS & OIL	605.99	13,000	1,191.69				
	621-44600-42800	UTILITIES	102.28	3,425	171.86				
	** 2024-2025 YEAR TOTALS **		1,229,558.16						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	1,755.68
101-1410	ATTORNEY'S OFFICE	824.82
101-1420	FINANCE	587.15
101-1440	HUMAN RESOURCES	2,699.32
101-1460	INSURANCE & BONDS	5,000.00
101-1920	MUNICIPAL BUILDINGS	2,512.60
101-1935	INFORMATION TECHNOLOGY	12,642.64
101-2110	POLICE DEPARTMENT	15,335.13
101-2130	TRAFFIC DEPARTMENT	30,848.56
101-2200	FIRE DEPARTMENT	25,553.57

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-3100	STREET DEPARTMENT	14,975.28
101-3110	PUBLIC WORKS ADMIN	1,512.68
101-3120	STREET & SIDEWALK CONST	16,627.95
101-3130	SNOW REMOVAL	3,401.72
101-3150	STORM DRAINAGE	12,680.74
101-3700	CEMETERY	73.30
101-4120	ANIMAL CONTROL	1,168.84
101-5500	LIBRARY	5,464.49
101 TOTAL	GENERAL	153,664.47
201-5110	RECREATION & AQUATICS	664.97
201-5140	RECREATION CENTER	24,212.74
201-5160	SPORTS COMPLEXES	12,709.84
201-5210	PARKS	3,232.68
201-5220	SUPERVISION	47.73
201 TOTAL	PARK FUND	40,867.96
203-5220	LAKE	7,307.30
203 TOTAL	LAKE MITCHELL	7,307.30
211-6311	ENTERTAINMENT TAX	3,657.40
211 TOTAL	ENTERTAINMENT TAX	3,657.40
214-3500	E-911	221.51
214 TOTAL	E-911 EMERGENCY	221.51
218-5150	PALACE TRANSIT	5,211.63
218-5180	JVCC	2,038.76
218 TOTAL	COMMUNITY SERVICES	7,250.39
219-5140	NUTRITION	9,838.28
219 TOTAL	NUTRITION	9,838.28

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
230	NON-DEPARTMENTAL	10,000.00
230-3500	AIRPORT	11,941.24
230 TOTAL	AIRPORT	21,941.24
602-3330	WATER TREATMENT PLANT	70,291.18
602-3340	WATER DISTRIBUTION	146,231.52
602 TOTAL	WATER	216,522.70
604-3200	WASTE WATER TREATMENT	548,927.93
604-3210	WASTE WATER IND PRETREAT	4,508.29
604-3250	WASTE WATER COLLECTION	161,034.94
604 TOTAL	SEWER	714,471.16
612-3220	RECYCLING PROGRAM	4,278.09
612-3230	WASTE COLLECTION	7,474.79
612-3240	LANDFILL	5,034.96
612 TOTAL	SANITATION	16,787.84
613-5650	CORN PALACE	18,289.48
613 TOTAL	CORN PALACE	18,289.48
614-5250	GOLF COURSE	303.42
614 TOTAL	GOLF COURSE	303.42
619-5220	CAMPGROUND	10,557.93
619 TOTAL	CAMPGROUND	10,557.93
621-4600	EMS	7,877.08
621 TOTAL	EMERGENCY MEDICAL SERVICE	7,877.08
	** TOTAL **	1,229,558.16

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
E01 5311-FY18/19	GASUP	Garage Supplies	30.98
	MAINT	Maintenance/Repairs	624.19
	OFFUT	Office Utilities	47.62
	RAD	Radio Equipment	860.00
	SHAH	Tablet/Radio Contract	530.98
	TIR	Tires	1,871.54
		** PROJECT E01 TOTAL **	3,965.31
H01 SPORTS COMPLEX EQUIPMENT	42600	SUPPLIES/MAINTENANCE	4.99
	42610	GAS-FUEL	52.00
	43400	CAPITAL EQUIPMENT	6,963.05
		** PROJECT H01 TOTAL **	7,020.04
H04 BASEBALL	42800	UTILITIES	476.47
		** PROJECT H04 TOTAL **	476.47
H05 SOFTBALL	42800	UTILITIES	208.47
		** PROJECT H05 TOTAL **	208.47
H06 ARENA-NORTH RINK	42500	REPAIR-MAINTENANCE	999.80
	42600	SUPPLIES-MATERIALS	687.13
		** PROJECT H06 TOTAL **	1,686.93
H07 PEPSI COMPLEX	42800	UTILITIES	947.26
		** PROJECT H07 TOTAL **	947.26
H10 MUNROE PARK	42800	UTILITIES	59.43
		** PROJECT H10 TOTAL **	59.43
H13 ARENA-SOUTH RINK	42600	SUPPLIES-MAINTENANCE	46.84
	42800	UTILITIES	1,848.20
		** PROJECT H13 TOTAL **	1,895.04
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	1,213.52
	42610	GAS/FUEL	590.04
		** PROJECT H50 TOTAL **	1,803.56
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	319.24
		** PROJECT H51 TOTAL **	319.24
H55 DRY RUN CREEK PARK	42800	UTILITIES	143.24
		** PROJECT H55 TOTAL **	143.24

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H58 JENNEWEIN PARK	42800	UTILITIES	17.64
		** PROJECT H58 TOTAL **	17.64
H60 NORTHRIDGE PARK	42800	UTILITIES	8.86
		** PROJECT H60 TOTAL **	8.86
H61 PIONEER PARK	42800	UTILITIES	13.55
		** PROJECT H61 TOTAL **	13.55
H62 ROTARY PARK	42800	UTILITIES	15.76
		** PROJECT H62 TOTAL **	15.76
H63 VETERANS PARK	42850	UTILITES/VETERANS PARK	101.70
		** PROJECT H63 TOTAL **	101.70
H65 AMPHITHEATER	42800	UTILITIES	55.01
		** PROJECT H65 TOTAL **	55.01
H66 CAMP ARROYA	42800	UTILITIES	103.12
		** PROJECT H66 TOTAL **	103.12
H67 DAY CAMP	42800	UTILITIES	52.06
		** PROJECT H67 TOTAL **	52.06
H74 PUBLIC BEACH	42800	UTILITIES	62.12
		** PROJECT H74 TOTAL **	62.12
H76 SANDY BEACH	42800	UTILITIES	23.14
		** PROJECT H76 TOTAL **	23.14
H77 SPORTSMANS CLUB	42600	SUPPLIES/MATERIALS	170.00
	42800	UTILITIES	27.70
		** PROJECT H77 TOTAL **	197.70
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	22.91
		** PROJECT H79 TOTAL **	22.91
H87 PATTON YOUNG	42800	UTILITIES	130.35
		** PROJECT H87 TOTAL **	130.35

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
J02 INDOOR AQUATIC CTR	CHEMICAL	CHEMICALS	120.00
	ELE/GAS	UTILITIES-ELECTRIC/GAS	5,094.57
	RM-ELEC	REPAIR/MAINT-ELECTRICAL	106.43
		** PROJECT J02 TOTAL **	5,321.00
J06 REC CTR-GENERAL BLDG	RM-HVAC	REPAIR/MAINT-HVAC	1,518.51
	RM-PLUMB	REPAIR/MAINT-PLUMBING	91.84
	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	148.00
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	707.76
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	424.92
	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	75.00
		** PROJECT J06 TOTAL **	2,966.03
J08 REC CTR PUBLISHING	ICAN	PUBLISHING-ICAN	750.00
	KMIT	PUBLISHING-KMIT	559.00
	MIDCO	PUBLISHING-MIDCO	1,695.00
		** PROJECT J08 TOTAL **	3,004.00
J09 REC CTR UTILITIES	ELE/GAS	UTILITIES-ELECTRIC/GAS	12,921.71
		** PROJECT J09 TOTAL **	12,921.71
J50 OUTDOOR AQUATIC CENTER	ELE/GAS	UTILITIES-ELECTRIC/GAS	435.20
		** PROJECT J50 TOTAL **	435.20
J51 P&A YOUTH PROGRAMS	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	229.77
		** PROJECT J51 TOTAL **	229.77

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 21, 2025	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Ashbrook Trail Apts LP-Conditional Use Permit		
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. Planning Commission motioned to recommend approval with the condition there is no vehicular access to Wisconsin Street; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 01-13-25.		

City of Mitchell
SOUTH DAKOTA

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

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

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

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

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

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

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

- Description of Variance: 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**

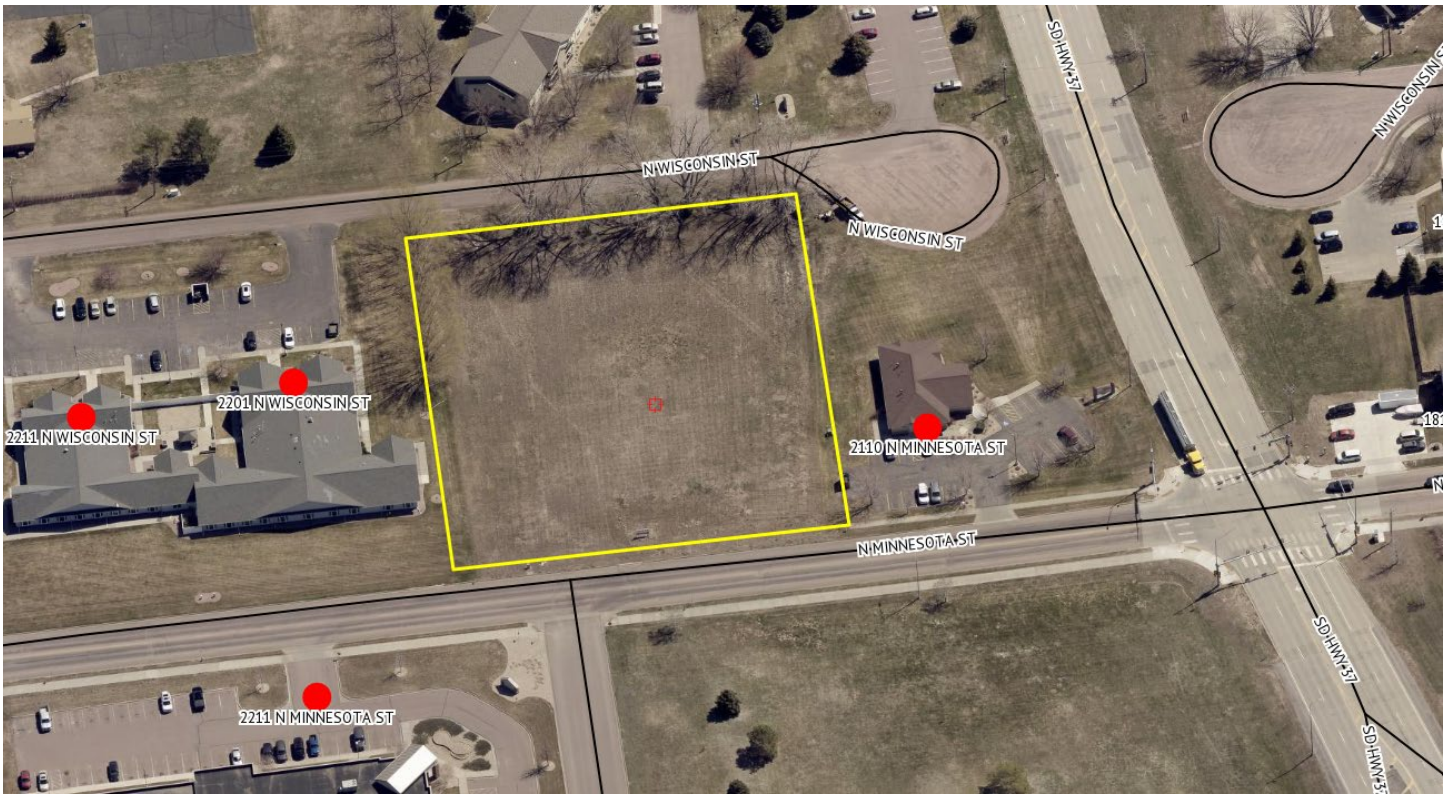
Dated this 16th of December , 2024.

Ashbrook Trail Apartments Limited Partnership
APPLICANT Joan M. Fracken

Puetz Bare Lots + Hotels LLC

OWNER

W 23RD AVE
EVI Prairie Crossing LLC
525
501
Vantage Point Solutions Inc
N MINNESOTA ST
2211
N WISCONSIN ST
2201
Ascension Evang Luth Church
2211
Applicant-Ashbrook Trail Apt LP
Land Owner-Puetz Bare Lots + Hotels LLC
Zone-R4 High Density Residental District
CUP-Multi-family living over 24 units
Proposed-3 Story, 43 unit apt complex
INNOVATIVE DR
Mitchell Retirement LLC
IS Properties LLC
2100
1000
2110
Dental Designs Properties
W SD HWY 37


N WISCONSIN ST
N WISCONSIN ST
SD HWY 37
2201 N WISCONSIN ST
2211 N WISCONSIN ST
2110 N MINNESOTA ST
N MINNESOTA ST
2211 N MINNESOTA ST
SD HWY 37

NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, January 13, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on TUESDAY, January 21, 2025 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 23rd day of December, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 1st day of January, 2025
Approximate Cost:

Puetz Bare Lots + Hotels LLC
PO Box 968
Mitchell, SD 57301

Ashbrook Trail Apts LP
Joan Franken
3804 N Oklahoma Ave Unit 3
Sioux Falls, SD 57107

Vantage Point Solutions Inc
2211 N Minnesota St
Mitchell, SD 57301

Evi Prairie Crossings LLC
322 Demers Ave
STE 500
Grand Forks, ND 58201

Ascension Evang Luth Church
521 W 23rd Ave
Mitchell, SD 57301

IS Properties LLC
1000 Innovative Dr
Mitchell, SD 57301

Dental Designs Properties LLC
515 Oakmond Ave
Mitchell, SD 57301

Mitchell Retirement LLC
2100 N Wisconsin St
Mitchell, SD 57301

Costello Investments
Bonnie Mogen
7409 S Bitterroot Place
Sioux Falls, SD 57108

Mark Jenniges

From: Larry Thompson <Larry.Thompson@vantagepnt.com>
Sent: Tuesday, January 7, 2025 8:59 PM
To: Mark Jenniges
Cc: Chad Glanzer; Roger Musick (rogermusick@gmail.com)
Subject: RE: Ashbrook Trail Apartments

Oops. My last sentence was not complete. It should have said:

> "It would be our recommendation that the city designate the section of North Minnesota between Cemetery Road (W 23rd Ave) and the Highway 37 bypass no parking on both sides of the road."

-Larry

From: Larry Thompson
Sent: Tuesday, January 7, 2025 8:52 PM
To: mark.jenniges@cityofmitchellsd.gov
Cc: Chad Glanzer <Chad.Glanzer@vantagepnt.com>; Roger Musick (rogermusick@gmail.com) <rogermusick@gmail.com>
Subject: Ashbrook Trail Apartments

Mark,

Roger Musick, Chad Glanzer, and I discussed the planned apartment complex near our places of business (Vantage Point Solutions and Innovative Systems).

You probably know that North Minnesota Street between Cemetery Road and the bypass gets very congested – especially on weekdays around 8:00 am and 5:00 pm. We are concerned that the residents of the apartment complex may use North Minnesota Street as overflow parking if their parking lot becomes full. This could present a safety concern.

It would be our recommendation that the city designate the section of North Minnesota between Cemetery Road (W 23rd Ave) and the Highway 37 bypass.

Are these "Written Comments" adequate to express our concern or do you need something else from us?

Larry Thompson
Chief Executive Officer
Direct: 605.995.1740
Mobile: 605.999.9963
Larry.Thompson@Vantagepnt.com

Mark Jenniges

From: Gopal Vyas <gopal.vyas@countryside-living.com>
Sent: Thursday, January 9, 2025 1:14 PM
To: Mark Jenniges
Cc: Kathy Zoss; kathy.shroyer@edgewoodvista.com
Subject: Ashbrook trail Apartment LLC., Conditional Use Permit

I am writing on behalf of Mitchell Retirement LLC that owns and operates Countryside Living an Assisted Living and Independent living community located on 2100 N. Wisconsin.

I have also visited with Edgewood Healthcare that owns and operates Memory Care community on 2201 WISCONSIN.

We have major concerns regarding these multifamily dwellings. The proposed 43 units 3 story project, if has any egress or entry or parking thru Wisconsin will increase the vehicular traffic on Wisconsin street tremendously. Wisconsin Street in this area with a dead end is highly used for elderly residents of these two facilities. These residents, walk, use mobility power scooters as well as walkers to get their exercise and walking done . This kind of added vehicular traffic will be dangerous to the safety of our elderly and fragile residents. I have tried to get more information about their construction plans but did not find any information. I did contact you Mark, and you had no further information.

I went to the South Dakota Housing website that tells me that the JMF Investments LLC received approximately 6 Million in Housing tax Credit equity. The project is planned to have 27 one BR, 14 two BR, for tenants below 60% AMI plus they will have 5 units for market rate. My totals of the units from what they have asked for conditional use permit to what they got approved by SD Housing do not match. From SD Housing site either there will be 41 units or 46 units. Either way there could be as many as 70 to 75 vehicles traveling in and out of this complex. I am extremely concerned about the safety and wellbeing of the residents of our two communities.

If the only access is thru Minnesota and then our concern reduces a lot, however we still feel that it could be an issue. We would also request the developers of this project consider our communities need and safety and build some kind of barrier with Trees or a permanent barrier of some kind between their property and Wisconsin Street as a requirement for the approval of conditional use permit.

We are planning to attend the Planning Commissions meeting on Monday , January 13, 2025 , however , we officially in writing want to let you know our objections.

Please let me know if this e mail serves the official notice. Your acknowledgement will be highly appreciated.

Regards,

Gopal Vyas

Managing Partner
Mitchell Retirement LLC.

2100 N. Wisconsin Street
Mitchell, SD 57301

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 21, 2025	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Bob Jackson-Variance Permit		
Explanation/Background of Agenda Item Requested:	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. Planning Commission motioned to recommend approval; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 1-13-25.		

City of Mitchell
SOUTH DAKOTA

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

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

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

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

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

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

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

- Description of Variance: 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:

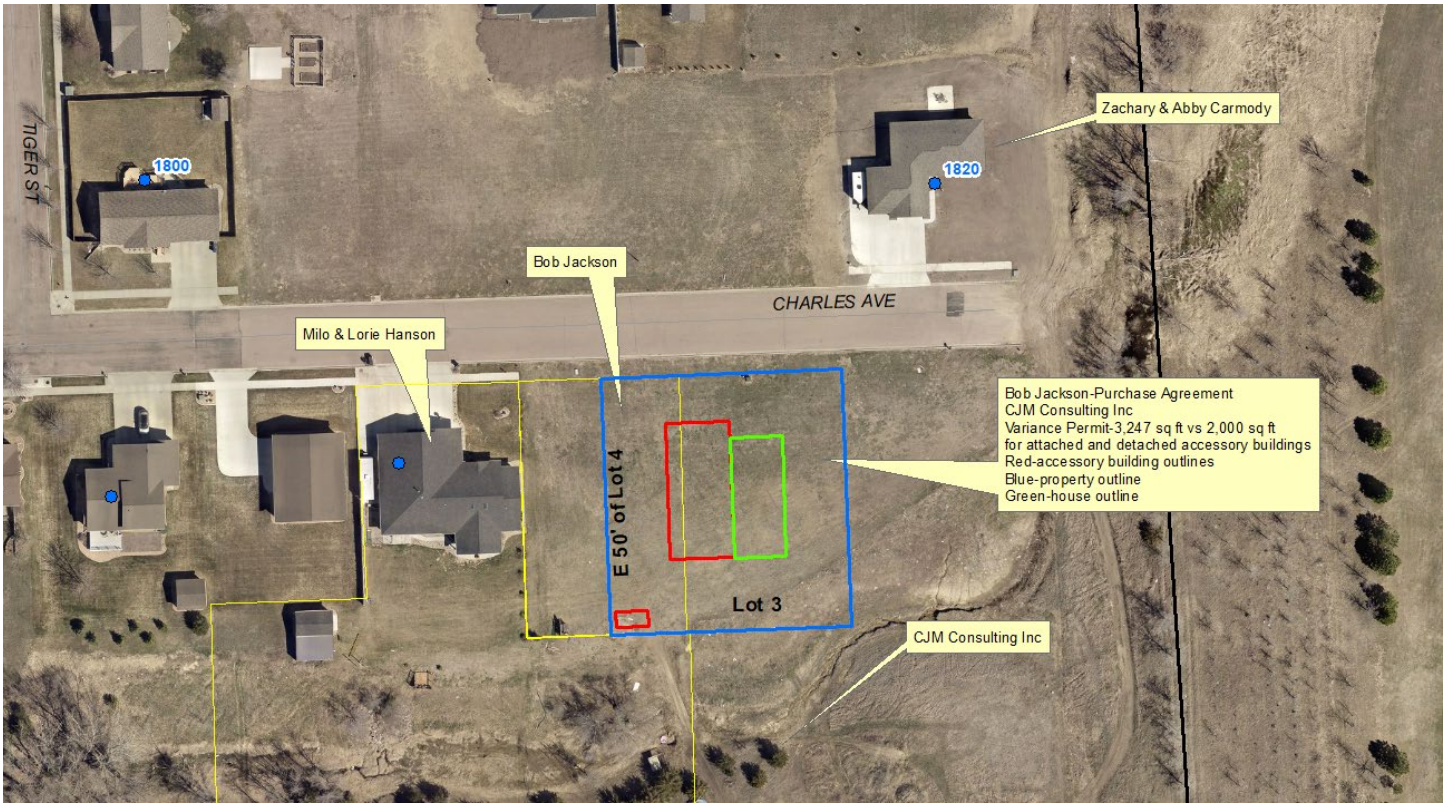
Legal Description: **E 50' of Lot 4 & all of Lot 3, Block 6 of the Woods First Addition, a subdivision of the E 1/2 of the SW 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota**

Property Address: **1800 Block of Charles Ave**

Dated this 19th of December, 2024.

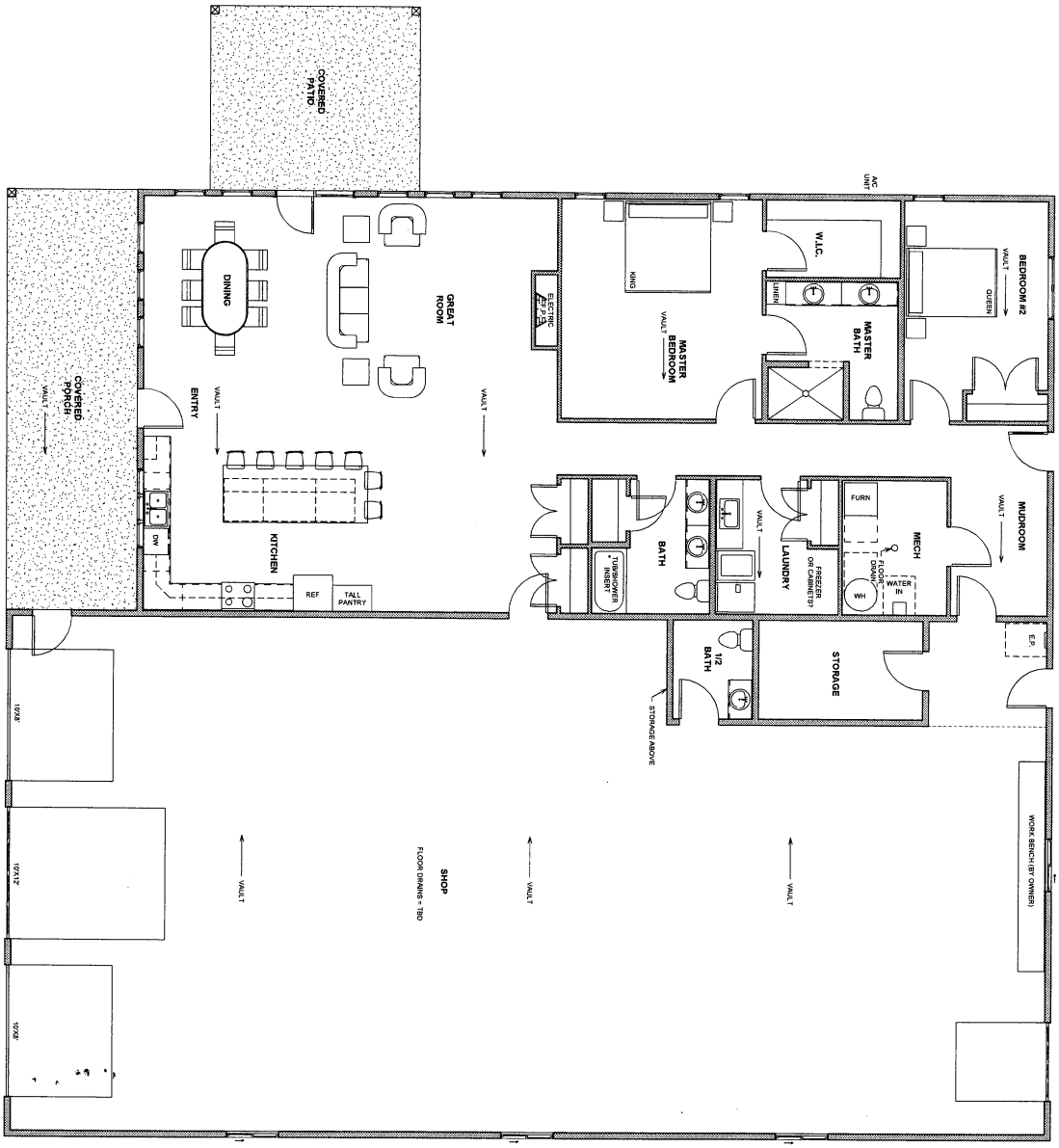
Bob Jackson
APPLICANT

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


TIGER ST
1800
1820
Zachary & Abby Carmody
Bob Jackson
CHARLES AVE
Milo & Lorie Hanson
Bob Jackson-Purchase Agreement
CJM Consulting Inc
Variance Permit-3,247 sq ft vs 2,000 sq ft
for attached and detached accessory buildings
Red-accessory building outlines
Blue-property outline
Green-house outline
E 50' of Lot 4
Lot 3
CJM Consulting Inc

1809 CHARLES AVE

House - 2393 sq ft Garage - 3047 sq. ft Back Shed - 200 sq ft



NOTES:
1. SLAB ON GRADE
2. POSSIBLE STORAGE ABOVE BATH, LAUNDRY, MECH, MUDROOM AREAS THAT IS ENTERED FROM SHOP LOFT

Square Footage for House:	2393
Perimeter for House:	-
Square Footage for Garage:	3047
Perimeter for Garage:	-

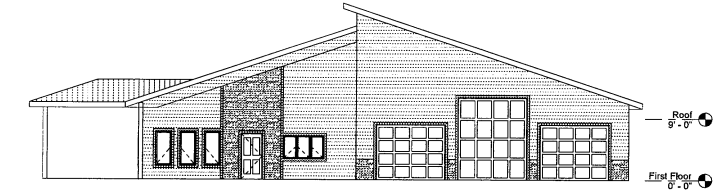
A1

Scale: 1/4" = 1'-0"

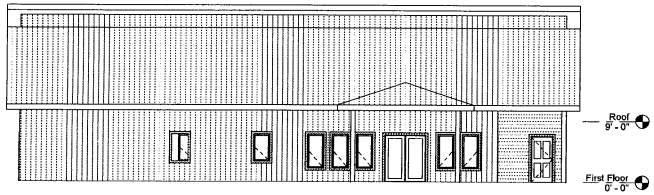
PO Box 167 117 West Ash Street
Ethan, SD 57334
Office: (605) 227-4224
Fax: (605) 227-4225
www.ethancooplumber.com

Bob & Janet Jackson

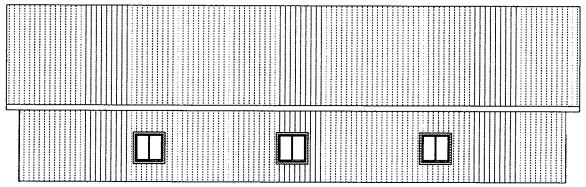
Date Revised:	July 11, 2024
Sheet Name:	First Floor Plan
Wall Height:	9'
Truss Depth:	-
Drawn By:	Ashley Gunnare



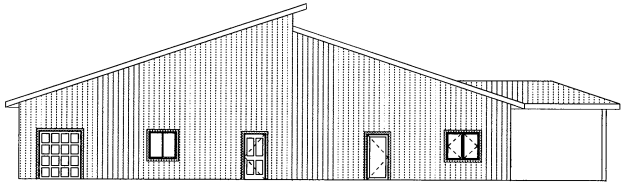
1 Front
1/8" = 1'-0"



2 Side 1
1/8" = 1'-0"



3 Side 2
1/8" = 1'-0"



4 Back
1/8" = 1'-0"

Bob & Janet Jackson

Date Revised	July 11, 2024
Sheet Name	Elevations
Wall Height	9'
Truss Depth	-
Drawn By	Ashley Gunnare

PO Box 167, 117 West Ash Street
Ethan, SD 57334

Office: (605) 227-4224
Fax: (605) 227-4225
www.ethancooplumber.com

Square Footage for House:	2393
Perimeter for House:	-
Square Footage for Garage:	3047
Perimeter for Garage:	-

A3

Scale: 1/8" = 1'-0"

NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, January 13, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on TUESDAY, January 21, 2025 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 23rd day of December, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 1st day of January, 2025
Approximate Cost:

Bob Jackson
2401 Fairway Cr
Mitchell, SD 57301

CJM Consulting Inc
3240 Maui Dr
Mitchell, SD 57301

Milo & Lorie Hansen
1809 Charles Ave
Mitchell, SD 57301

GL Wild Oak LLC
2500 E 1st Ave
Mitchell, SD 57301

Zachary & Abby Carmody
1820 Charles Ave
Mitchell, SD 57301

Neil & Cynthia Goter
1813 Snead Ave
Mitchell, SD 57301

Karl & Alene Fink Revoc Trust
408 Schuller Ct
Dundas, MN 55019

Dakota Land & Property Management
2220 W 23rd Ave
Mitchell, SD 57301

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

Mitchell
SOUTH DAKOTA
Outside expectations

December 30, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, January 13, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on TUESDAY, January 21, 2025 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

All interested parties may be present and be heard on said request, either in person or by agent. Please submit written comments by 5:00 P.M. the Friday prior to the meeting, in the City of Mitchell Public Works Office or Finance Office.

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

I/We Milo & Lorie Hansen
OWNER

1809 Charles Ave Mitchell SD 57301
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS: Variance is ok with us. We will be Bob's closest neighbor. There is other larger garage's in this neighborhood, this new one will not affect anything.

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

Mitchell
SOUTH DAKOTA
Outside expectations

December 30, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, January 13, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on TUESDAY, January 21, 2025 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

All interested parties may be present and be heard on said request, either in person or by agent. Please submit written comments by 5:00 P.M. the Friday prior to the meeting, in the City of Mitchell Public Works Office or Finance Office.

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

I/We ZACH CARNODY / Abby Carnody
OWNER

1820 CHARLES AVE MITCHELL, SD 57301
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

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

Mitchell
SOUTH DAKOTA
Outside expectations

December 30, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, January 13, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on TUESDAY, January 21, 2025 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

All interested parties may be present and be heard on said request, either in person or by agent. Please submit written comments by 5:00 P.M. the Friday prior to the meeting, in the City of Mitchell Public Works Office or Finance Office.

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

I/We _____
OWNER

PO BOX 673 Mitchell SD 57301
ADDRESS

✓ APPROVE

_____ DISAPPROVE

COMMENTS: Looks like a nice floor plan, would be a nice addition to the neighborhood.

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

Mitchell
SOUTH DAKOTA
Outside expectations

December 30, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, January 13, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on TUESDAY, January 21, 2025 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

All interested parties may be present and be heard on said request, either in person or by agent. Please submit written comments by 5:00 P.M. the Friday prior to the meeting, in the City of Mitchell Public Works Office or Finance Office.

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

I/We Karl J. Fink
OWNER

1817 Snead Ave
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:
Appreciate the "variance" notification.
Thank you!

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 21, 2025	**Requested By:**	Stephanie Ellwein

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	$103,112 in 2024 Entertainment Tax Community Projects $405,000 in 2025 Entertainment Tax Community Projects
Agenda Item:	Corn Palace Plaza Expansion Presentation
Explanation/Background of Agenda Item Requested:	The City Council authorized a schematic design for the expansion of the Corn Palace Plaza. A committee worked with Confluence Architects to finalize a schematic, conceptual design. Lyle Pudwill, from Confluence Architects will be present to review the results of that process. The City does have funds budgeted in 2024 and in 2025 for the project and there would be opportunities for sponsorship of features within the plaza expansion area. If the City Council proceeds with design for the project as proposed; staff will bring a design contract back to the February 3rd City Council Meeting for approval.

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 21, 2025	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2025-13, Corn Palace Railings and ADA Seating Architectural Services with Ciavarella Design		
Explanation/Background of Agenda Item Requested:	The proposed agreement will provide architectural design services for adding railings and ADA seating on the west side of the Corn Palace. The documents would provide a biddable project for a Contractor and also provide the allowable dimensions for the installation of new seats. The project cost for the railings and ADA upgrades is currently estimated to be around $60,000 plus an additional $10,000 (estimated) for bidding and construction phase services with Ciavarella Design. Staff recommends City Council approval of the attached agreement from Ciavarella Design for a lump sum fee of $9,700.		

CIAVARELLA DESIGN

An Agreement for the Provisions of Limited Professional Services

Design Professional Firm: Ciavarella Design, Inc.
1600 N Main St
Mitchell, SD 57301

Client: Joe Schroeder
Public Works Director, City of Mitchell
(605) 995-8433
jschroeder@cityofmitchell.org

Date: January 21, 2025

Project Name / Location: Corn Palace Railings and ADA Seating
Mitchell, SD

Scope/Intent and Extent of Services:
See attached Proposal.

Fee Arrangement: **$9,700**
The fees above include expenses for mileage, printing of construction documents (up to 4 sets of plans and 4 specification manuals) and postage. All site visits are included.

Retainer Amount: No retainer will be required.

Special Conditions:

Prepared by: Kevin Genzlinger, Principal Architect
printed name/title

Offered by:

1/21/2025
signature *date*

Kevin Genzlinger, Principal Architect
printed name/title

Ciavarella Design, Inc.
name of design professional firm

Accepted by:

signature *date*

printed name/title

name of client

The *Terms and Conditions* on the reverse of this form are a part of this Agreement.

Terms and Conditions

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:
Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:
Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:
Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:
Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:
Design Professional agrees to indemnify and hold harmless Client, its officers, directors, partners, employees, and any other entity or person for which Design Professional is legally liable, from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable attorneys' fees, costs and expenses recoverable under applicable law), that Client incurs from claims by third parties, to the extent caused by negligent acts, errors or omissions or willful misconduct of Design Professional in the performance of professional services under this Agreement and any other entity or person for which Design Professional is legally liable. Client expressly agree that the indemnity contained in this article does not include, and in no event shall Design Professional be required to assume, under this Agreement or otherwise, any obligation or duty to defend any claim covered by the foregoing indemnity unless the defense is provided by the insurance Design Professional purchased pursuant to Exhibit A. Design Professional has no obligation to pay for any of Client's defense related cost (including reasonable attorney's fees, costs and expenses), prior to a final determination of liability, or to pay any amount that exceeds Design Professional's finally determined percentage of liability based upon Design Professional's proportionate percentage of fault.

Certifications:
Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:
In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the Fee. Such causes include, but are not limited to, the Firms' negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:
This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:
All raw data, studies, reports, and other work products of Firm for this project ("Project Documents") are instruments of service for the project only and shall be deemed the joint property of Firm and Client whether the project is completed or not. The Client may make and retain copies of the Project Documents which may be used by the Client and others. Both Firm and Client may use the Project Documents for their own purposes outside of the project when appropriate. However, the Project Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or on any other project. Any such use without written verification or adaptation by Firm for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Firm and the Client shall indemnify and hold harmless Firm and their consultants and each of their officers, and employees from and against any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting from the negligent use or intentional misuse of the Project Documents by City.

Ciavarella Design, Inc.
1600 N Main St
Mitchell, SD 57301
(605) 996-3735

January 2, 2025

Joe Schroeder
City Engineer
City of Mitchell

Re: Corn Palace Railings and ADA Seating

Dear Joe,

Thank you for the opportunity for Ciavarella Design, Inc. to submit a proposal for Professional Services for your project. We have the experience and talent necessary to complete the design for this project.

This proposal is based on review of provided drawings and conversations with yourself, Mayor Jordan Hanson, and Corn Palace Director Dave Sietsema.

We propose the following:

- Site measurements, photographs, and detailed assessment of the existing conditions and details. We expect this to take a few hours on site.
- Provide floor plan to aid the City in obtaining bids for new seating. The seating itself is excluded from our scope of work.
- Provide detailed design and Construction Documents for obtaining pricing from contractors. Scope of work to include new floor-mounted, wall-mounted handrails, and accommodations for ADA seating at the upper level.
    - If public bidding and/or construction administration services are requested by the City, we can provide for additional fee. We do not except the cost of the project to reach the threshold to require a public bid.

We are proposing to provide architectural services for the following fees:

• Site Investigation and draw existing plans.	$ 1,200
• Design & Construction Documents	$ 8,500
• Bidding Phase	excluded
• Construction Administration including Prebid Meeting	excluded
Total Fee Proposed	$ 9,700

Our preliminary estimates of probable costs of construction are $50,000 to $60,000.

Please call me to review this proposal or with any questions you may have. We wish to thank you for the opportunity to work with the City of Mitchell. We are ready to proceed immediately upon your notice.

Sincerely,

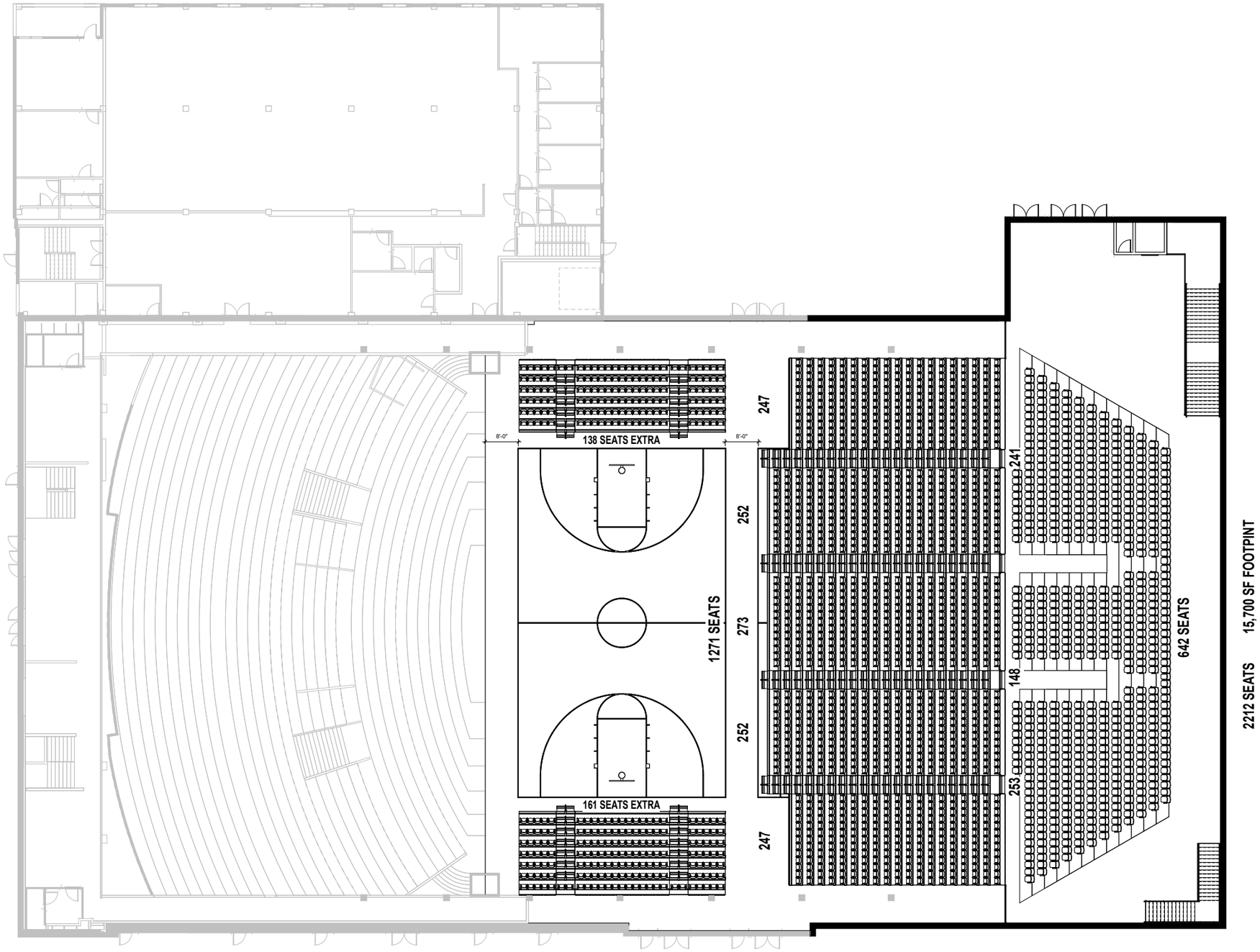
Kevin Genzlinger, AIA NCARB Architect

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 21, 2025	**Requested By:**	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Discussion on Preliminary Design with The Schemmer Associates, Inc. for an estimated Corn Palace Remodeling Project with an estimated budget of $12,000,000		
Explanation/Background of Agenda Item Requested:	At the January 6, 2025 City Council Meeting; City Council members requested that Robin Miller from The Schemmer Associates, Inc. be invited to the next City Council meeting for discussion on a proposal for design services for a Corn Palace Remodeling Project with an estimated budget of $12,000,000. Any action will be scheduled for the first meeting in Februrary.		



1 TOP LEVEL
SCALE: 3/32" = 1'-0"

TOP LEVEL

© SCHEMMER
Design with Purpose. Build with Confidence.

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 21, 2025	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on the 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)		
Explanation/Background of Agenda Item Requested:	All required documents have been submitted.		

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

B. Business Name and Address

Lic # RB-2841
Mitchell Liquor & Wine
1620 S Burr St Suite #4
Mitchell, SD 57301

Business Telephone #: 605-990-4290

Place of business is located in a municipality? ☑ Yes ☐ No

County: Davison

Do you own or lease this property? ☐ Own ☑ Lease

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

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

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

Is this license in active use? ☑ Yes ☐ No

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

D. Legal description of licensed premise:

Lot 4 of Amoco Irregular-Tract, SE

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

E. State Sales Tax Number 1041-7504-ST

F. New license ☐ Transfer? ($150) ☑ Re-issuance ☐

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

Date 12/30/2024 Print Name Harsh Chaudhuri Signature HChaudhuri

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

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

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC TBM LLC

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

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

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

Name	Office	Address	Occupation
Harsh Chaudhari	(President) Owner	1601 S Burr St	Owner

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

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

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

1601 S Burr St, Mitchell, SD 57301

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner **Date**

HChaudhari 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 Decembe, 2024 he was the owner of the license / business / stock of RB-2841 situated on (legal description) Lot 4 of AMOCO IRREVOCABLE 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 Chandhari of MITCHELL, South Dakota.

_____ (owner)
(signature)

_____ (owner)
(signature)

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

KAILI JOHNSON
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

(Notary Seal)

_____ (Notary Public)

Commission Expires: 8/23/2029

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 21, 2025	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-42130-42835, Utilities - Street Lights, $260,000		
Agenda Item:	Action to Approve Street Light at the Street Shop Compost/Recycling Area		
Explanation/Background of Agenda Item Requested:	The City of Mitchell Street and Traffic Division is requesting a light be installed on the north side of the compost yard and recycling drop off area facing south. This will allow better lighting for compost and recycling drop off. Please see the attached figure for the approximate location. Street lights are installed free of charge to the City of Mitchell if a wood pole is installed by Northwestern Energy. A fee of $15.99 a month will be charged per light to the City of Mitchell once installed. City staff recommends approval of the street light request.		

The Traffic Department will chose the best location for the new light in coordination with the Street Department

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 21, 2025	**Requested By:**	Joe Schroeder

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	101-43120-43312 - $318,000 Grant - $253,474.50 Local Cost - $63,451.14
Agenda Item:	Action to Approve Amendment #1 to Agreement #A2023-18, Construction Services for North Harmon over Firesteel Creek BIG Grant SN-18-129-061 PCN 09GJ with Brosz Engineering
Explanation/Background of Agenda Item Requested:	Council approved the award of the West End Bridge Preservation Grant Bid to SFC Civil Constructors for $208,978.380 on December 2, 2024. Proposed improvements include a two-coat polymer chip seal, rust remediation at weld locations on the bridge and sidewalk railings, and other associated improvements. Brosz Engineering has provided a proposal to provide construction phase professional services for the project. Brosz Engineering is on the SD DOT's approved engineering list for bridge design and construction services. Their services will include project administration, construction staking, construction observation and testing. Staff recommends City Council approval of the attached proposal from Brosz Engineering for an amount not to exceed $57,000 for the services described above. Grant Contingency - $16,500 Local Cost Contingency - $4,250 Roughly 6% contingency overall.

WORK ORDER/PROPOSAL
FOR PROFESSIONAL SERVICES

TO:	City of Mitchell	**BROSZ PROPOSAL #:**	NA
CONTACT:	Joe Schroeder, Public Works Director	**BROSZ PROJECT #:**	TBD
ADDRESS:	612 North Main Street	**JOB TITLE:**	SN 18-129-061 CE Services
	Mitchell, SD 57301	**JOB DESCRIPTION:**	City of Mitchell – Construction
OFFICE:	(605) 995-8435		Engineering – BIG – SN 18-129-061 PCN 09GJ
CELL:	(605) 770-9714	**JOB LOCATION:**	Harmon Drive over Firesteel
EMAIL:	Joe.schroeder@cityofmitchellsd.gov		Creek in Mitchell, SD

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

Scope of Services
The complete scope of services listed on Exhibit A is included with this transmittal. The overall completion date for the Construction Engineering shall be **December 31, 2025**.

Compensation
The services as outlined in Exhibit A will be provided at a not to exceed fee of **$57,000.00 the Construction Engineering**. A breakdown of the hours and fees to complete these services is provided in Attachment B.

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

ACCEPTANCE & AUTHORITY:

ACCEPTED:	City of Mitchell	**ACCEPTED:**	Brosz Engineering, Inc.
SIGNATURE:		**SIGNATURE:**	
PRINTED:		**PRINTED:**	Eric Prunty
TITLE:		**TITLE:**	Senior Engineer
DATE:		**DATE:**	12/09/2024

Please sign, retain one copy for your records and return one copy to Brosz Engineering, Inc. for authorization to proceed.

EXHIBIT A

SCOPE OF SERVICES FOR CONSULTANT SERVICES

Date: 12/09/2024

PROJECT INFORMATION

Construction Engineering services are proposed for the City of Mitchell Structure Preservation Project on SN 18-129-061. The preservation project consists of bridge repair, two coat polymer chip seal, rail remove & reset and incidentals. Brosz Engineering provides construction engineering services for the project.

SCOPE OF WORK

Brosz Engineering, Inc. will provide the following work items for the project:

- Project Management:
  - Preparing, attending and documenting Preconstruction Meeting
  - Review and approval of material submittals and mix designs
  - Preparing Work Progress Reports, Pay Requests, and CCO
  - Communications between Contractor and Owner
  - Coordinating staff assigned to project
  - Project diary of progress

- Construction Staking:
  - Staking for Contractor's use to complete the project as per plans and specifications

- Construction Observation duties include:
  - On-site construction observations of work performed by the Contractor. The construction duration of the project is assumed to be 5 weeks.

- Material Testing:
  - Bridge Deck Polymer Chip Seal aggregate moisture test
  - Certifications and visual inspections of products incorporated into the project

- Project Closeout
  - Provide final as built documentation to the Owner & SDDOT
  - Provide final pay quantities and applications

General Conditions

Total Agreement: This Agreement (consisting of the Work Order/Proposal for Professional Engineering Services, these General Conditions, and any expressly incorporated attachments), constitutes the entire Agreement between the Client and Brosz Engineering, Inc. (Brosz) and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

General Considerations:

A. The standard of care for all services performed or furnished by Brosz 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. Brosz makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Brosz. Subject to the foregoing standard of care, Brosz and its consultants 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. Brosz shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Brosz shall not be responsible for the acts or omissions of any Contractor.

C. Any opinions of probable construction cost provided by Brosz are to be made on the basis of experience and general familiarity with the construction industry. However, because Brosz 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, Brosz cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Brosz.

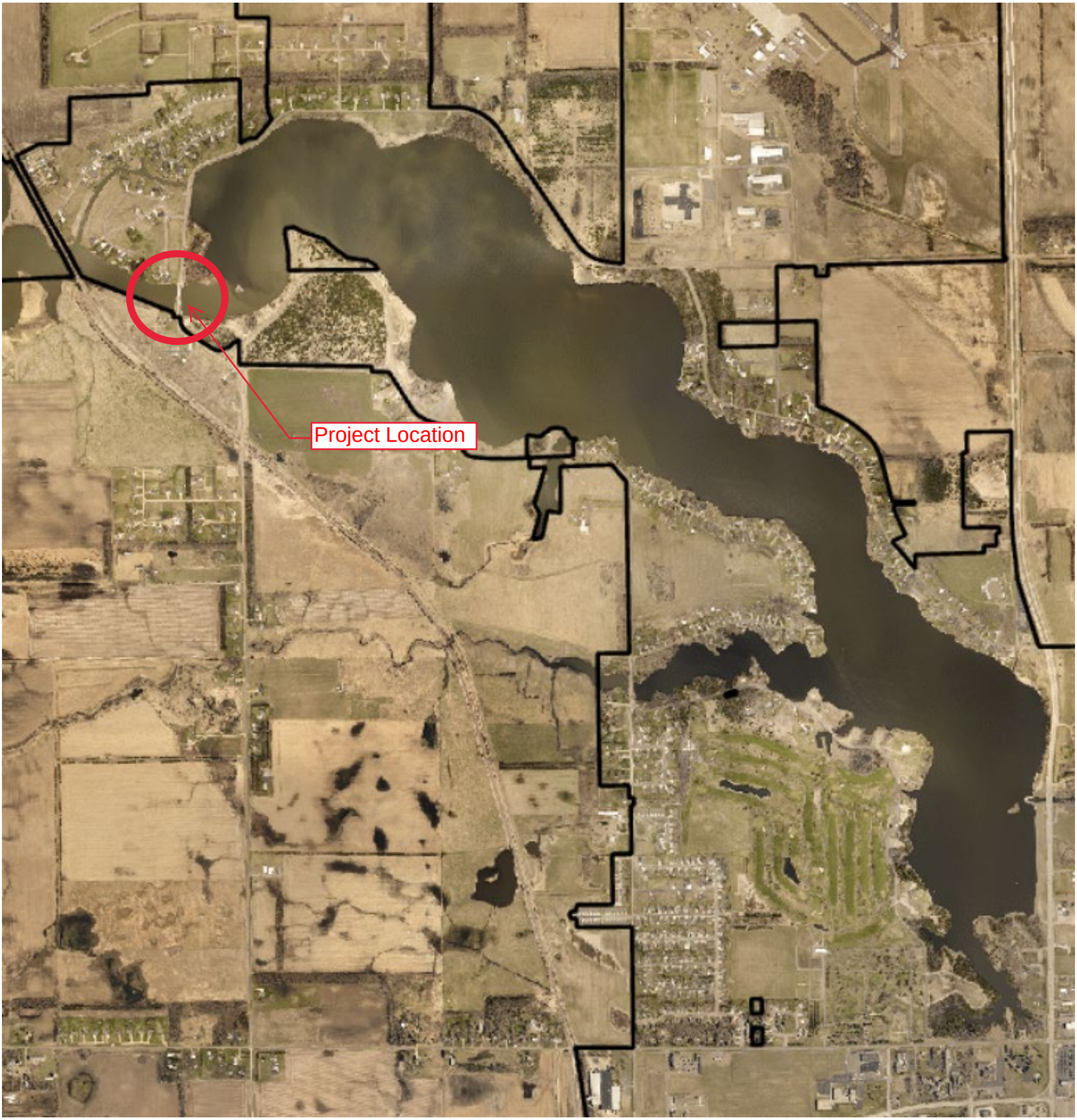
D. To the fullest extent permitted by law, Client and Brosz (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Brosz's total liability to Client under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is less.

E. This Agreement is to be governed by the law of the state in which the Project is located.

Payment Procedures: Invoices shall be prepared in accordance with Brosz's standard invoicing practices and will be submitted to the Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due within 30 days after receipt of invoice, the amount due will be increased at the rate of 18% per annum on the unpaid balance.

Termination: The obligation to continue performance under this Agreement may be terminated for convenience by the Client effective upon Brosz's receipt of written notice from Client, or for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Upon termination, Brosz will be entitled to invoice Client and to receive full payment for services performed or furnished in accordance with this Agreement incurred through the effective date of termination.

Severability: In the event any provision of these General Conditions, in whole or in part, is held invalid or unenforceable under applicable law, the General Conditions shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.


Project Location

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	January 21, 2025	**Requested By:**	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	$75,000		
Agenda Item:	Action to Approve Agreement #A2025-03 for Lease-to-Purchase of New Golf Course Grounds and Turf Maintenance Equipment		
Explanation/Background of Agenda Item Requested:	Lakeview sorely needs new grounds and turf maintenance equipment and has selected a lease-to-purchase option for payment. The Toro equipment, which is listed on the Midwest Turf and Irrigation Quote, has an estimated annual lease-to-purchase cost of $64,342 for five years. The Ventrac machine will be factored into this agreement at an additional approximate $10,000/year (current rate factor would amount to $9,500/year), and we have budgeted $75,000 for this purpose in 2025 and are planning for the same payment commitment for the next 4 years.		

14201 CHALCO VALLEY
OMAHA, NE 68116-1893
(402) 895-8900
FAX (402) 895-8913

January 15, 2025

Jason Gunnare
Lakeview Municipal GC
Mitchell, SD
Email – jgunnare@cityofmitchell.org

Jason:

Here are the numbers on the Equipment you requested.

Model	**Description**	**List**	**Omnia/Sourcewell**
30609	**Groundsmaster 4000D** Inc. All 3 Decks, Air Ride seat Auto reversing fan	$114,121.00	**$90,794.00**
41394	**Multi Pro 5800G**	$80,673.00	
127-9826	Lance Suction Tube	415.00	
130-8231	Left side Step	291.00	
41118	Hand Spray Wand Kit	759.00	
41249	Foam Marker Kit	3,183.00	
41622	Chemical PreMix Kit	3,915.00	
136-0458	Foam Marker Finish Kit	616.00	
		---	---
		$100,327.00	**$74,960.00**
Options			
41602	**Drift Reduction Kit**		**$ 2,946.00**
41614	**30 Gallon Rinse Kit**		**$ 1,915.00**
03821	**Reelmaster 3575**	$59,638.00	
03638	8 Blade DPAs 7inch	23,860.00	
03405	Weight Kit	763.00	
30669	Sunshade Canopy White	940.00	
		---	---
		$87,940.00	**$69,964.00**
03821	**Reelmaster 3575**	$59,638.00	
03638	8 Blade DPAs 7inch	23,860.00	
03405	Weight Kit	763.00	
30669	Sunshade Canopy White	940.00	
		---	---
		$87,940.00	**$69,964.00**

IPA (OMNIA) VOLUME DISCOUNT CHART

Support Plus – Volume Discount Chart – National IPA

Purchase Amount	Free Goods $
$150,000.00 - $199,000.00	$ 4,500.00
$200,000.00 - $249,000.00	$ 6,000.00
$250,000.00 - $299,999.00	$10,000.00
$300,000.00 - $349,999.00	$12,000.00
$350,000.00 - $399,999.00	$14,000.00

Estimated Trade Values

1 Toro Reelmaster 5500D, Approx 5700hrs, reels 1/3 life
1 Toro Reelmaster 6700D, Approx 6500hrs, reels 1/3 life
1 Toro Groundsmaster 4000D, Approx 5500 hrs
1 Toro Groundsmaster 4000D, Approx 6200 hrs
1 Toro Groundsmaster 4000D Parts mower
1 Toro Multi Pro 1200, Approx 3200hr

Total Trades Estimate ($12,500.00)

New Equipment Total	-	$310,543.00
Volume Discount $$		(14,000.00)
Trade Value Estimate		(12,500.00)
		=========
Finance Amount		$284,043.00

Financing –

5 Year Annual Payments every Feb 1st,

Rate Factor - .226521

Rate Factor x Amount = Annual Payments (you own at the end)

Example

$284,043.00 x .226521 = $64,341.70/year for 5 years

- Please call with any questions!
- Finance Rates are not protected and could change based on Manufacture or interest increases…
- All Setup and Delivery Included

*****National IPA Contract Reference #120535**

Sincerely,

Kirk Lubbers
Commercial Turf Sales
Midwest Turf & Irrigation
402-740-4309

Pricing Quote

Quote #: 98737-1001
Contract #: 2023261

Date Quoted: January 14, 2025
Quote Expires: February 14, 2025

Prepared For:

jason Gunare

Prepared By:

Midwest Turf & Irrigation
Kirk Lubbers
14201 Chalco Valley Parkway
Omaha, NE 68138
Phone: 402-740-4309

Customer's OMNIA Membership ID:

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	OMNIA	Total
1	4520N (39.51225)	Ventrac Tractor: KN, 4520N Kubota WG972 EFI *Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs*	31,004.00	31,004.00
1	MJ840 (39.55160)	Attachment: MOWERS - CONTOUR DECK MJ, MJ840 Contour Mower	8,832.00	8,832.00
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	1,481.20	1,481.20

TOTAL USD $ 41,317.20

Grounds Maintenance Equipment, Parts, Accessories, Supplies, and Related Services and Equipment
Executive Summary

Lead Agency: City of Mesa

Solicitation: 2023261

RFP Issued: JUNE 26, 2023

Pre-Proposal Date: PRE-PROPOSAL DATE

Response Due Date: AUGUST 8, 2023

Proposals Received: #2

Awarded to: The Toro Company

The City of Mesa Department of Procurement issued RFP 2023261 on June 26, 2023, to establish a national cooperative contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, and Related Services and Equipment.

The solicitation included cooperative purchasing language in Scope of Work, Section 2, National Contract.:
The City of Mesa, as the Principal Procurement Agency, as defined in the OMNIA Partners Documents (Attachment E), has partnered with the OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency" and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment E, or as otherwise agreed to. Attachment E contains additional information on Omnia Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY

- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal and/or Las Vegas Sun
- Kennebec Journal/Morning Sentinel, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal

On August 8, 2023 proposals were received from the following offerors:

- ASW, LLC dba American Landmaster
- The Toro Company

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with The Toro Company and proceeding with contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses

The City of Mesa, OMNIA Partners and the Toro Company successfully negotiated a contract, and the City of Mesa executed the agreement with a contract effective date of October 2, 2023.

The Toro Company (NYSE: TTC) is a leading worldwide provider of innovative solutions for the outdoor environment including turf, snow and ground engaging equipment and irrigation and outdoor lighting solutions.

Contract includes:

- Commercial equipment, including wide-area mowers, sprayers, utility vehicle, and general turf maintenance equipment and parts
- Landscape contractor equipment
- Siteworks Systems Division equipment and accessories
- Golf irrigation equipment

Term:

Initial five-year agreement from April 1, 2024 through March 31, 2029 with the option to renew up to a maximum of two (2) years, through March 31, 2031.

Pricing/Discount:

Pricing is discount off Toro MSRP. Serviced and supported by authorized Toro distributors.

Website: The Toro Company | OMNIA Partners | Public Sector

Toro Company Pricing

The award provides discount off Toro's current year MSRP on the following Toro equipment:

- Commercial Equipment **22% off**
- Specialty Vehicles **7% off**
- Bullseye Products **5% off**
- Landscape Contractor Equipment (LCE) (A) **27% off**
- LCE Allied Products (B) **0% off**
- Landscape Contractor SNOW Equipment (LCE SNOW) **20% off**
- Site Works Systems (SWS) Equipment **17% off**
- Boss Equipment **25% off**
- Boss Equipment (Snowrator Units Only) **$400 off**
- Ventrac 4520 Wholegoods, Attachments and Accessories 8**% off**
- Ventrac SSV Products 3**% off**
- Golf Irrigation Wholegoods, Accessories and Attachments **40% off**
- Residential Commercial (ResCom) Irrigation Wholegoods, Attachments and Accessories **40% off**
- Irritrol Irrigation Wholegoods, Attachments and Accessories **40% off**
- Rainmaster Irrigation Wholegoods (RA) **35% off**
- Rainmaster Irrigation Parts (RB) **0% off**
- Sentinel Irrigation Wholegoods **35% off**
- Large Commercial Rotors **15% off**
- Used Equipment dependent on age, hours and condition
- Allied Products Provided by Third Party not to exceed list price

Smart Value Program:

In addition to the discount off of Toro's Commercial list price, this agreement offers the Smart Value Program, a volume incentive program. This program provides the customer with a level of dollars available to be used to purchase additional whole goods, accessories, attachments, parts or extended warranty based on the volume of purchase.

For additional information, contact your local Toro Commercial distributor. To find your local distributor, **click here**.

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 21, 2025	**Requested By:**	Dean Knippling
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Action to Approve Agreement #A2025-04, Equitable Sharing Agreement and Certifcation		
Explanation/Background of Agenda Item Requested:	This agreement is a yearly agreement that allows the Police Department to be eligible to submit sharing requests and receive sharing proceeds through the Department of Justice Equitable Sharing Program. This is a program in which the proceeds of liquidated seized assets from asset forfeitures are shared between state and federal law enforcement authorities.		

OMB Number 1123-0011
Expires: December 31, 2024

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: SD0170100
Agency Name: Mitchell Dept. Of Public Safety Police Division
Type: Police Department
Mailing Address: 201 W 1ST AVE
MITCHELL, SD 57301

Agency Finance Contact
Name: Knippling, Dean
Phone: 6059958414
Email: Dean.Knippling@Cityofmitchellsd.gov

Jurisdiction Finance Contact
Name: Bathke, Michelle
Phone: 6059958420
Email: mbathke@cityofmitchell.org

ESAC Preparer
Name: Knippling, Dean
Phone: 6059958414
Email: Dean.Knippling@CityofMitchellsd.gov

FY End Date: 12/31/2024
Agency FY 2025 Budget: $4,023,938.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance	$0.00	$0.00
2	Equitable Sharing Funds Received	$0.00	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$0.00	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$0.00	$0.00

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$0.00	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$0.00	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Tolsma, Jay
Company: ELO Certified Public Accountants
Phone: 605-996-7717 **Email:** Jay@elocpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☒ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2023-12-GSAFAC-000005059

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name:Knippling, Dean
Title: Chief of Public Safety
Email: Dean.Knippling@CityofMitchellsd.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Hanson, Jordan
Title: Mayor-City of Mitchell
Email: jordan.hanson@cityofmitchellsd.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

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 21, 2025	**Requested By:**	Dean Knippling

Desired Action of City Council:	Approve
Amount Budgeted in current fiscal year for this item (if applicable):	NA
Agenda Item:	Action to Approve Agreement #A2025-05, James Valley Drug Task Force Joint Powers Agreement
Explanation/Background of Agenda Item Requested:	The James Valley Multi-Jurisdictional Drug Task Force Joint Powers Agreement would be made between the City of Mitchell and the following counties: -Aurora County -Davison County -Hanson County -Sanborn County The agreement's purpose and objective are to create the James Valley Drug Task Force for the purpose of combining and coordinating their law enforcement investigative services. This agreement shall begin on February 1st, 2025, and continue for a period of one year. This agreement will be considered for approval by the members every year thereafter. It is requested that approval by given to Mayor Jordan Hanson and Chief Dean Knippling to be authorized to sign this agreement.

JAMES VALLEY MULTI-JURISDICTIONAL DRUG TASK FORCE
JOINT POWERS AGREEMENT

AGREEMENT made between the following:

1. The County of Aurora, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;

2. The County of Davison, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;

3. The County of Hanson, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;

4. The County of Sanborn, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;

5. The City of Mitchell, acting by and through its duly elected and authorized Mayor and its duly appointed Chief of Public Safety; and that all of the above enumerated entities listed in item one through four (1-4) shall hereinafter be referred to as Parties.

RECITALS

WHEREAS, SDCL 1-24-2 et seq. authorizes any county, municipality or other public agency of the State of South Dakota to jointly exercise and enjoy powers, privileges or authority; and,

WHEREAS, SDCL 34-20B-58 et seq. authorizes the several counties and municipalities of the State to establish funds and make appropriations and expend such funds confidentially for the purpose of making purchases and acquisitions of drugs and substances which are illegal, when such purchases are necessary to obtaining drug convictions; and,

WHEREAS, the sale and distribution of illicit drugs within the James Valley Multi-Jurisdictional Drug Task Force's (hereinafter Task Force) geographical area has spread beyond county lines and has become a regional concern; and,

WHEREAS the parties to this AGREEMENT have met to determine how best to stop the increased sale and distribution of illicit drugs; and,

WHEREAS, the Attorney's General's Task Force on Drugs is required by law to initiate asset and conveyance forfeitures under SDCL 34-20B; and,

WHEREAS, it is the consensus of opinion of the Parties hereto that current drug enforcement is too localized, fragmented and understaffed, resulting in piecemeal investigations and prosecution; and,

WHEREAS, the Parties agree that there is a need for a more regionalized concept for drug enforcement, to include, but not limited to, one central reporting and drug enforcement information system and at least one full time Special Drug Investigator employed by the Mitchell Police Division operating primarily within the geographical area of the Multi-Jurisdictional Drug Task Force; and the assistance of the Division of Criminal Investigation and,

WHEREAS, each governing body has reviewed and approved this Agreement and has designated its governing body representative to execute this Agreement herein referred to as the Task Force Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations herein contained, and in consideration of the participation in the benefits to be derived from the Task Force Agreement, the Parties hereto agree as follows:

PURPOSES AND OBJECTIVES

1. The aforementioned Parties, having organized Sheriff's Offices and Police Departments, hereby enter into this Agreement to create the JAMES VALLEY DRUG TASK FORCE for the purpose of combining and coordinating their law enforcement investigative services to do the following:

    a. Establish a regional unit to accept, catalog, file and collect information concerning the use, sale and distribution of illicit drugs, marijuana, and controlled substances, which information will be shared with and by the Criminal Statistics Analysis Center, South Dakota Office of Attorney General.

    b. Arrange for the exchange of information between City, County, State and Federal law enforcement agencies concerning the use, sale and trafficking of illicit drugs, marijuana, and controlled substances.

    c. To employ at least one full time Special Drug Investigator who is employed by the Mitchell Police Division and who shall be cross-deputized as a law enforcement officer for each jurisdiction within the Task Force, and pay for the expenses as determined by the Board of Directors (Drug

Advisory Board) for the purpose of providing drug-related investigative assistance to local law enforcement agencies within the Task Force.

d. Enhance the investigation, prosecution, and conviction of multi-jurisdiction illicit drug, marijuana, and controlled substances conspiracies and conspirators.

e. Reduce the number of fractional and duplicative investigations and prosecutions.

f. Increase the use of civil remedies to recover assets traceable to criminal activity.

BOARD OF DIRECTORS (DRUG ADVISORY BOARD)

A. Composition.

1. The Board of Directors for the James Valley Drug Task Force shall consist of at least five (5) members consisting of the following:

   a. The duly elected or appointed Sheriff from each participating county, or their authorized representative.

   b. The Chief of Public Safety from the City of Mitchell, or their authorized representative.

   Plus three ex-officio members:

   c. One (1) representative from the South Dakota Division of Criminal Investigation. Ex-officio.

   d. One (1) representative from the South Dakota Highway Patrol. Ex-officio.

   e. The Project Coordinator. Ex-officio.

B. General Powers.

1. The Board of Directors may:

   a. Adopt, amend and repeal bylaws, rules and regulations consistent with South Dakota law.

   b. Maintain an office at such place or places within the State as it may designate.

c. Make and execute contracts and all other instruments necessary or convenient for the performance of its duties and the exercise of its powers.

d. Receive and accept from any source aid or contributions of moneys, property, labor, or other things of value to be held, used and applied to carry out the mission of the Task Force.

e. Cooperate with and exchange services, personnel and information with any Federal, State, or Local government agency.

f. Do any act necessary or convenient to carry out the purposes of this Agreement.

C. Duties and Functions.

1. Functions of the Board of Directors of the Task Force:

a. The Coordinator, who shall be a law enforcement officer, elected from the Board membership shall preside at the Board of Director meetings.

b. The Coordinator shall file with the Chief Executive Officer of each participating governing body an annual written report setting forth necessary information to satisfy South Dakota law concerning the accounting of funds. In addition, the Coordinator shall report on the operations and activities to the extent he can do so. In making reports to the governing bodies he shall take proper precautions to maintain security and protect confidential information and sources.

c. The Coordinator shall act as the immediate supervisor of the Special Drug Investigator(s) and any personnel assigned to the Task Force, and of the day-to-day activities of the overall project. The Coordinator may authorize expenditures up to $1,500 for the routine operating expenses of the Task Force. The Coordinator shall report to the Board of Directors.

d. Have the authority to appoint at least one (1) Special Drug Investigator for the purpose of providing drug-related investigative assistance to local law enforcement agencies within the geographical area of the Task Force to gather evidence of criminal violations of South Dakota laws relating to the production, use, possession and trafficking of illicit drugs, marijuana, and controlled substances, and investigation of related criminal activity.

e. The agent that is appointed will be cross-deputized as a Drug Investigator(s) from each jurisdiction participating in the Task Force.

f. Authorize the expenditures of funds to hire any other employees, which are necessary to fulfill the objectives of the Task Force. The Board of directors shall determine the salary of all employees and authorize expenditures for their expenses at State approved rates. Confidential Informants used by the Task Force shall not be subject to board approval, but shall be hired by the Coordinator.

g. The agent appointed as Drug Investigator will remain a full-time employee with the City of Mitchell and shall receive all the benefits of a City of Mitchell Police Officer.

D. Voting Requirements.

a. The Board shall hold at least two (2) regular meetings each year to review and oversee the operations and activities of the Task Force.
b. A quorum of the members of the Board of Directors must be present to hold a meeting. Each member shall have one equal vote on all decisions put before the Board.

c. All substantive policy decisions and fiscal authorizations of more than one thousand five hundred dollars ($1,500.00) shall require approval of a majority of the members present.

d. Special meetings may be called at the discretion of the Chairman, the Project Coordinator, or when requested by a majority of the membership.

e. A two-thirds majority of the voting members of the Board of Directors must approve any amendment to the bylaws drafted by the participants. This Agreement may not be amended without the mutual consent of the Board.

FUNDING AND LIABILITY SHARING

1. Appropriations from the participating counties and municipalities and monies from the Attorney General's Task Force on drugs and other available sources shall finance the operation and activities of the Task Force. Each Party's share shall be based upon a reasonable formula as agreed upon by the Board of Directors of the Task Force.

A. The Parties based upon the pro rata formula agreed upon by the Board of Directors shall provide funds necessary to fulfill the purposes of this Agreement.

B. Drug buy funds shall be deposited in a Federally insured institution within the State of South Dakota, in a separate account, and under no circumstances shall such funds be commingled with any other funds from any source. This account shall be separate from the account referred to in 1.A immediately above.

C. Asset forfeiture funds shared with the Drug Task Force shall be deposited in a Federally insured institution within the State of South Dakota. This account shall be separate from the accounts referred to in 1.B.

2. Any liability, occurring as a consequence of the activities of any employee hired by the Task Force, while operating within the scope of their assigned duties, over and above the sum covered by any insurance policy, shall be shared on a pro rata basis proportionate to the sum invested by each participating unit of local government. Nothing within this Agreement, however, is intended or shall be construed as a wavier of any Party's sovereign immunity.

3. Property belonging to the Task Force may be assigned or checked out to various members of the Task Force. Any property that is checked out shall be insured by the member's employer. Any uninsured loss of property checked out to members, shall be the responsibility of the member's employer.

MISCELLANEOUS PROVISIONS

1. County and municipal law enforcement shall cooperate with the Special Drug Investigator position of the Mitchell Police Division in the following manner:
   A. Whenever local law enforcement gathers information or evidence concerning the use, sale and distribution of illicit drugs, marijuana, and controlled substances, that information shall be promptly forwarded to the Task Force's Special Drug Investigator of the Mitchell Police Division to be cataloged and filed.

   B. Execute and serve search warrants, arrest warrants, administrative inspection warrants, subpoenas and summons at no cost to the Task Force, seizures of property, cooperate and assist Special Drug Investigator of the Mitchell Police Division in ongoing investigations as might be requested.

2. Any motor vehicle, boat, aircraft, conveyance or asset which shall be seized by a participating law enforcement agency in connection with arrest of any individual as a result of a Task Force investigation in accordance with South Dakota law, shall become the property of the State of South Dakota for its use in drug related activities, at the discretion of the Attorney General.

3. All disputes between participating law enforcement agencies arising from the operations and activities of the Task Force shall be settled by the Board of Directors.

4. All news releases pertaining to drug arrests within the geographical area of the Task Force region shall be formulated by the Board of Directors and released by the Project Coordinator or designee of the Board of Directors.

5. This agreement shall begin on the 1st Day of February 2025 and continue for a period of one year. This agreement will be considered for approval by the members every year thereafter.

TERMINATION

1. Any Party desiring to terminate its participation in this Agreement shall indicate such intent in writing by its Chief Executive Officer or elected official to the Board of Directors, Attorney General, and other participating governing body's Task Force members. Termination of participation in the Agreement by such participant shall be deemed to be effective sixty (60) days after receipt of such notice. Individual Parties terminating the Agreement are not entitled to a refund of any monies paid into all bank accounts, however, all other assets accumulated by the Task Force shall be dispersed to the terminating member based upon the same pro-rata formula used for assessments.

2. This Agreement may be terminated and the Task Force dissolved upon majority vote of the Board. Upon termination **by all** of the participants, the Parties shall dispose of all property or assets remaining based upon the same pro rata formula used for assessments.

IN WITNESS WHEREOF, **we have set our hand and seal this ____, day of ___ _____, 2025** (*Complete date).

_____	_____
Chairperson, Aurora County Board of Commissioners	Aurora County Sheriff

*add date that agreement was signed to the top of this page

_____	_____
Chairperson, Davison County Board of Commissioners	Davison County Sheriff

*add date that agreement was signed to the top of this page

_____	_____
Chairperson, Hanson County Board of Commissioners	Hanson County Sheriff

*add date that agreement was signed to the top of this page

_____	_____
Chairperson, Sanborn County Board of Commissioners	Sanborn County Sheriff

*add date that agreement was signed to the top of this page

_____	_____
Mayor City of Mitchell	Chief of Public Safety City of Mitchell

*add date that agreement was signed to the top of this page

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 21, 2025	**Requested By:**	Joe Schroeder

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	$135,000 - Water Enterprise Fund $110,000 - Sewer Enterprise Fund
Agenda Item:	Action to Approve Agreement #A2025-06, Design Engineering for North Ohlman Street-23rd to Kemper with SPN & Associates
Explanation/Background of Agenda Item Requested:	SPN and Associates was requested to provide a proposal for design phase services for a project on Ohlman Street from 23rd to Kemper Avenues. The proposal includes topographic survey, utility design, and full street reconstruction design. This portion of roadway is currently a rural section. The street would be updated with curb and gutter and sidewalk. The project was discussed during the 2025 budget hearings but was not budgeted at that time. This project may be funded through a future State Revolving Fund (SRF) loan project or from the City's general fund and enterprise funds. The agreement also includes review of the 23rd Avenue and Ohlman Street intersection and the lane configuration for Ohlman Street by HDR Engineering. HDR Engineering completed the City's Transportation Study in May of 2023. Staff recommends approval of the proposed agreement with SPN & Associates to perform design services at an hourly rate not to exceed fee of $245,000. Project Background: The project is approximately 2,500 feet or roughly seven blocks. Asbestos cement water pipe and clay tile sewer main will be replaced as part of the project. Curb and gutter and sidewalks will be installed with the project

Ohlman Street Utility and Street Improvements
23rd Avenue to Kemper Avenue

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER 1
1.01 Scope 1

ARTICLE 2 – OWNER'S RESPONSIBILITIES 1
2.01 General 1

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES 2
3.01 Commencement 2
3.02 Time for Completion 2

ARTICLE 4 – INVOICES AND PAYMENTS 2
4.01 Invoices 2
4.02 Payments 2

ARTICLE 5 – OPINIONS OF COST 3
5.01 Opinions of Probable Construction Cost 3
5.02 Designing to Construction Cost Limit 3
5.03 Opinions of Total Project Costs 3

ARTICLE 6 – GENERAL CONSIDERATIONS 3
6.01 Standards of Performance 3
6.02 Design Without Construction Phase Services 5
6.03 Use of Documents 5
6.04 Electronic Transmittals 6
6.05 Insurance 6
6.06 Suspension and Termination 7
6.07 Controlling Law 8
6.08 Successors, Assigns, and Beneficiaries 9
6.09 Dispute Resolution 9
6.10 Environmental Condition of Site 9
6.11 Indemnification and Mutual Waiver 10
6.12 Records Retention 11
6.13 Miscellaneous Provisions 11

ARTICLE 7 – DEFINITIONS 11
7.01 Defined Terms 11

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS 15
8.01 Exhibits Included: 15
8.02 Total Agreement 15
8.03 Designated Representatives 15
8.04 Engineer's Certifications 16

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **January 21, 2025** ("Effective Date") between

City of Mitchell, South Dakota ("Owner") and

Schmucker, Paul, Nohr and Associates ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

The removal and replacement of the street, sidewalk, shared use trail, wastewater collection system, water distribution system, storm sewer, traffic control devises and all other related improvements on North Ohlman Street from and including the intersection of 23rd Avenue to the intersection of Kemper Avenue, in the City of Mitchell, all of which is hereinafter referred to as the "PROJET".

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Obtain field data (topographic and legal survey), develop plats and/or easement exhibits to assist in acquiring property for the sidewalk/trail, complete the design (plans & specifications) and estimate costs for the "PROJECT". SPN will subcontract with HDR for the traffic design of the street geometrics and traffic control devices.**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. **Engineer shall notify Owner in the event Engineer is aware that Owner supplied information that is inaccurate or questionable.**

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

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.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. 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; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* 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 subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost 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.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* 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

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information. **Engineer shall notify Owner in the event Engineer is aware that Owner supplied information that is inaccurate or questionable.**

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants 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.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall 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

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

precautions and programs incident thereto, for security or safety at the 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.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. 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, or (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.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service **for the project only and shall be deemed the joint property of the Engineer and Owner**~~, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer)~~ whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the 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 relating to preparation of the 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 Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants 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.~~ **All raw data, studies, reports, and other work products of Engineer for this project ("Project Documents") are instruments of service for the project only and shall be deemed the joint property of Engineer and Owner whether the project is completed or not. The Owner may make and retain copies of the Project Documents which may be used by the Owner. Both Engineer and Owner may use the Project Documents for their own purposes outside of the project when appropriate. However, the Project Documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the project or on any other project. Any such use 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 the Owner shall indemnify and hold harmless Engineer and their consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting from the negligent use or intentional misuse of the Project Documents by Owner.**

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall 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.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. ~~Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. ~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

~~E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.~~

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, 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 Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.08 *Successors, Assigns, and Beneficiaries*

A. 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 6.08.B 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.

B. 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.

C. Unless expressly provided otherwise in this Agreement:

1. 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.

2. 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.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known 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.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability." Nevertheless, for this and all other instances of indemnification/hold harmless provisions in this Agreement, the extent of Owner's obligation is limited in that Owner does not waive its sovereign immunity and the Owner reserves the right to rely on sovereign immunity to the extent permitted by South Dakota Law.**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) 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 own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, 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.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **"not used"**

E. Exhibit E, Notice of Acceptability of Work. **"not used"**

F. Exhibit F, Construction Cost Limit. **"not used"**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution. **"not used"**

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions. **"not used"**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

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 P. McCormick, P.E.
Title: Associate
Date Signed: January 14, 2025

Engineer License Certificate No.: 8471
State of: South Dakota

Address for Owner's receipt of notices:
City of Mitchell
612 North Main Street
Mitchell, South Dakota 57301-2620

Designated Representative (Paragraph 8.03.A):
Joe Schroeder, P.E.
Title: Public Works Director
Phone Number: 605-995-8433
E-Mail Address: jschroeder@cityofmitchellsd.gov

Address for Engineer's receipt of notices:
PO Box 398
2100 North Sanborn Boulevard
Mitchell, South Dakota 57301

Designated Representative (Paragraph 8.03.A):
Jeffrey P. McCormick, P.E.
Title: Associate
Phone Number: 605-996-7761
E-Mail Address: jmccormick@spn-assoc.com

ATTEST

By: _____
Print name: Michelle Bathke
Title: Finance Officer

ATTEST

By: _____
Print name: Bob Babcock, P.E.
Title: Principal

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*– **NOT APPLICABLE –.**

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [ ] *[List the specific potential solutions here.]*~~

~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] *[insert specific number]* alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables: [ ] ***[List any such tasks or deliverables here.]***

15. Furnish [ ] review copies of the Report and any other Study and Report Phase deliverables to Owner within [ ] days of the Effective Date and review it with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [ ] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

A1.02 *Preliminary Design Phase*

A. ~~After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2)~~ upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner ~~during or following the Study and Report Phase~~, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. ~~Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~

4. **Complete a traffic design analysis of Ohlman Street from 23rd Avenue to Indian Village Road. The traffic design analysis will recommend intersection and corridor segment geometrics, intersection traffic control, and access management. The traffic design analysis will meet City of Mitchell design standards and follow Mitchell Master Transportation Plan (MTP) guidance. Major intersections to be analyzed include the Ohlman Street & 23rd Avenue intersection.**

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

other construction procurement documents), and Construction Contract Documents. ~~Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

10. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. N/A

11. Furnish [**3**] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [**175**] days of authorization to proceed with this phase, and review them with Owner. Within [**14**] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [**3**] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [**14**] days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. **Develop exhibits for use by the Client to acquire property for the installation of the sidewalk/shared use trail. Prepare the necessary easements and/or plats for the installation of the sidewalk / shared use trail.**

3. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

4. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

5. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

6. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

7. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

8. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

9. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

10. Perform or provide the following other Final Design Phase tasks or deliverables: **[*N/A.*]**

11. Furnish for review by Owner, its legal counsel, and other advisors, [**5**] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [**50**] calendar days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **14** calendar days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

12. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner **(Civil 3D Drawings)**, as appropriate, and submit [**5**] final copies of such documents to Owner within [**30]** calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [**1**]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

A1.04 *Bidding or Negotiating Phase* **NOT APPLICABLE – The Bidding Phase of this Project will be completed under separate agreement and is not a part of this Agreement.**

~~A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~

~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.~~

~~2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~

~~3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~

~~4. Consult with Owner as to the qualifications of prospective contractors.~~

~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~

~~6. If the issued bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

~~7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.~~

~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~

~~9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: *[N/A.]*~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

A1.05 *Construction Phase*—**NOT APPLICABLE – The Construction Phase of this Project will be completed under separate agreement and is not a part of this Agreement.**

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~

~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~

~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~

~~4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.~~

~~5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of 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, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.~~

~~6. *Original Documents:* If requested by Owner to do so, Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~

~~7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~

~~8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9. ~~*Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:~~

   a. ~~Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~

   b. ~~The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.~~

10. ~~*Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.~~

11. ~~*Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.~~

12. ~~*Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings,

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.~~

~~21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~

~~a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).~~

~~b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~

~~23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.~~

~~24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: ***[N/A.]***~~

~~25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~

~~26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~

~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

A1.06 *Post-Construction Phase* **NOT APPLICABLE – The Post Construction Phase of this Project will be completed under separate agreement and is not a part of this Agreement.**

~~A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:~~

~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~

~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~

~~3. Perform or provide the following other Post-Construction Phase tasks or deliverables: ***[N/A.]***~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

C. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

~~14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.~~

~~15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.~~

~~16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.~~

~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~

~~18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.~~

~~19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.~~

~~20. Preparation of operation, maintenance, and staffing manuals.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).~~

~~22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.~~

~~23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.~~

~~24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.~~

~~25. Overtime work requiring higher than regular rates.~~

~~26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 ~~*Additional Services Not Requiring Owner's Written Authorization*~~

~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.~~

~~1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.~~

~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~

~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~

~~4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~

5. ~~Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~

6. ~~Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.~~

7. ~~Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~

8. ~~While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

B. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

C. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

D. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

E. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

H. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

I. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

L. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

M. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

N. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

O. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

P. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

~~Q. Place and pay for advertisement for Bids in appropriate publications.~~

R. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

~~S. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.~~

T. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

U. Perform or provide the following: ***[N/A.]***

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT C**, consisting of **6** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025.**

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $**245,000.00** based on the following estimated distribution of compensation:

a.	Study and Report Phase	$ N/A performed under separate agreement
b.	Preliminary Design Phase	**$ 145,000.00**
c.	Final Design Phase	**$ 100,000.00**
~~d.~~	~~Bidding or Negotiating Phase~~	~~$[ ]~~
~~e.~~	~~Construction Phase~~	~~$[ ]~~
~~f.~~	~~Post-Construction Phase~~	~~$[ ]~~

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **January 2**) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

~~B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.1.**

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [**1**].

C. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 2**) to reflect equitable changes in the compensation payable to Engineer.

D. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [**1.1**].

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

A.1. REIMBURSABLE EXPENSES

A.1.1. Vehicle miles shall be charged at the rate of $0.58 per regular vehicle..

A.1.2 Meals and lodging shall be charged at costs incurred by the ENGINEER.

A.1.3. The cost of independent consulting and testing services (including, but not limited to, soils engineering and testing services) shall be charged at the cost incurred by the ENGINEER plus an assumed risk fee of 10% of the incurred cost.

A.2. MODIFICATIONS

A.2.1. Hourly rates and charges as set forth herein shall be adjusted on January 2 of each calendar year, as applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This Page Is Intentionally Blank

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

This is **Appendix 2 to EXHIBIT C**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Standard Hourly Rates Schedule

E. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

F. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Classification	Rates Per Hour
Project Manager/Principal	$260.00
Project Manager/Associate	$250.00
Senior Project Manager	$240.00
Senior Engineer	$210.00
Project Engineer I	$195.00
Project Engineer II	$180.00
Project Engineer III	$170.00
Project Engineer IV	$160.00
Project Engineer V	$145.00
Project Engineer VI	$140.00
Project Engineer VII	$135.00
Project Engineer VIII	$125.00
Project Engineer IX	$120.00
Land Surveyor I	$195.00
Land Surveyor II	$170.00
Land Surveyor III	$140.00
Land Surveyor IV	$120.00
Drafting Supervisor	$180.00
Project Administrator	$155.00
Technician I	$160.00
Technician II	$155.00
Technician III	$150.00
Technician IV	$145.00
Technician V	$130.00
Technician VI	$120.00

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Classification	Rates Per Hour
Technician VII	$115.00
Technician VIII	$110.00
Technician IX	$95.00
Office Manager/Bookkeeper	$145.00
Clerical I	$95.00

B.1. For purposes of this Agreement, the Principal is identified as Robert J. Babcock.

B.2. For purposes of this Agreement, the Associates are identified as Jeff P. McCormick, Mike Schmit and Brandon Smid.

B.3. Charges for all personnel classifications shall include all travel time. There shall be no increased charge for overtime hours.

B.4. Charges for all personnel classifications in connection with providing depositions or court testimony shall be increased by a factor of 1.5. Charges for services so provided will include all travel time to and stand-by time at the location services are rendered. There shall be no increased charge for overtime hours.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT G**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Each Accident: $**1,000,000**
2) Disease, Policy Limit: $**1,000,000**
3) Disease, Each Employee: $**1,000,000**

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $**1,000,000**
2) General Aggregate: $**2,000,000**

d. Excess or Umbrella Liability --

1) Each Occurrence: $**5,000,000**
2) General Aggregate: $**5,000,000**

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident $**1,000,000**

f. Professional Liability

1) Each Claim Made $**2,000,000**
2) Annual Aggregate $**2,000,000**

g. Other (specify): $**N/A**

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Each Accident: $
2) Disease, Policy Limit: $
3) Disease, Each Employee: $

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $
2) General Aggregate: $

d. Excess or Umbrella Liability --

1) Each Occurrence: $
2) General Aggregate: $

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident $

f. Other (specify): $N/A

~~B. *Additional Insureds:*~~

~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

~~a.~~ _____
~~Engineer~~

~~b.~~ _____
~~Engineer's Consultant~~

~~c.~~ _____
~~Engineer's Consultant~~

~~d.~~ _____
~~[other]~~

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT I**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever 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 the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10. the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever 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, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:

B. *Indemnification by Owner*: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

____ 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:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

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

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

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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:	ENGINEER:
_____	_____
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 21, 2025	**Requested By:**	Joe Schroeder

Desired Action of City Council:

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

Water Enterprise Fund, $150,000
Sewer Enterprise Fund, $115,000

Agenda Item:

Action to Approve Agreement #A2025-07, Design Engineering for East 1st Avenue (Burr to Foster) with SPN & Associates

Explanation/Background of Agenda Item Requested:

SPN and Associates was requested to provide a proposal for design phase services for a project on 1st Avenue from Burr to Foster Streets. The proposal includes topographic survey, utility design, and full street reconstruction design. The project was discussed during the 2025 budget hearings but was not budgeted at that time. This project will likely be funded through a future State Revolving Fund (SRF) loan project.

The agreement also includes review of the 1st and Burr intersection by HDR Engineering. HDR Engineering completed the City's Transporation Study in May of 2023.

Staff recommends approval of the proposed agreement with SPN & Associates to perform design services at an hourly rate not to exceed fee of $265,000.

Project Background:
The project is approximately seven blocks. There will be 3,000 feet of 4" and 6" cast iron water main and 3,000 feet of clay sewer pipe replaced. The age of the existing water main is approximately 100 years old.

First Avenue Utility and Street Improvements
Burr Street to Foster Street

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER 1
1.01 Scope 1

ARTICLE 2 – OWNER'S RESPONSIBILITIES 1
2.01 General 1

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES 2
3.01 Commencement 2
3.02 Time for Completion 2

ARTICLE 4 – INVOICES AND PAYMENTS 2
4.01 Invoices 2
4.02 Payments 2

ARTICLE 5 – OPINIONS OF COST 3
5.01 Opinions of Probable Construction Cost 3
5.02 Designing to Construction Cost Limit 3
5.03 Opinions of Total Project Costs 3

ARTICLE 6 – GENERAL CONSIDERATIONS 3
6.01 Standards of Performance 3
6.02 Design Without Construction Phase Services 5
6.03 Use of Documents 5
6.04 Electronic Transmittals 6
6.05 Insurance 6
6.06 Suspension and Termination 7
6.07 Controlling Law 8
6.08 Successors, Assigns, and Beneficiaries 9
6.09 Dispute Resolution 9
6.10 Environmental Condition of Site 9
6.11 Indemnification and Mutual Waiver 10
6.12 Records Retention 11
6.13 Miscellaneous Provisions 11

ARTICLE 7 – DEFINITIONS 11
7.01 Defined Terms 11

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS 15
8.01 Exhibits Included: 15
8.02 Total Agreement 15
8.03 Designated Representatives 15
8.04 Engineer's Certifications 16

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **January 21, 2025** ("Effective Date") between

City of Mitchell, South Dakota ("Owner") and

Schmucker, Paul, Nohr and Associates ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

The removal and replacement of the street, sidewalk, wastewater collection system including service lines to the property lines, water distribution system involving service lines to the property lines, storm sewer, traffic control devices and all other related improvements on First Avenue from and including the intersection of Burr Street to the intersection of Foster Street, in the City of Mitchell, all of which is hereinafter referred to as the "PROJECT".

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Obtain field data (topographic survey), complete the design (plans and specifications) and estimate costs for the "PROJECT". SPN will subcontract with HDR for the traffic design of the street geometrics and traffic control devices.**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. **Engineer shall notify Owner in the event Engineer is aware that Owner supplied information that is inaccurate or questionable.**

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

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.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. 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; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* 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 subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost 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.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* 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.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information. **Engineer shall notify Owner in the event Engineer is aware that Owner supplied information that is inaccurate or questionable.**

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants 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.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall 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 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.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. 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, or (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.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service **for the project only and shall be deemed the joint property of the Engineer and Owner**~~, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer)~~ whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

~~C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~receipt by Engineer of full payment due and owing for all services relating to preparation of the 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 Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants 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.~~ **All raw data, studies, reports, and other work products of Engineer for this project ("Project Documents") are instruments of service for the project only and shall be deemed the joint property of Engineer and Owner whether the project is completed or not. The Owner may make and retain copies of the Project Documents which may be used by the Owner. Both Engineer and Owner may use the Project Documents for their own purposes outside of the project when appropriate. However, the Project Documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the project or on any other project. Any such use 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 the Owner shall indemnify and hold harmless Engineer and their consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting from the negligent use or intentional misuse of the Project Documents by Owner.**

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall 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.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. ~~Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. ~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

~~E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.~~

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, 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 Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.08 *Successors, Assigns, and Beneficiaries*

A. 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 6.08.B 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.

B. 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.

C. Unless expressly provided otherwise in this Agreement:

1. 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.

2. 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.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known 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.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability." Nevertheless, for this and all other instances of indemnification/hold harmless provisions in this Agreement, the extent of Owner's obligation is limited in that Owner does not waive its sovereign immunity and the Owner reserves the right to rely on sovereign immunity to the extent permitted by South Dakota Law.**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) 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 own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, 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.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **"not used"**

E. Exhibit E, Notice of Acceptability of Work. **"not used"**

F. Exhibit F, Construction Cost Limit. **"not used"**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution. **"not used"**

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions. **"not used"**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

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 P. McCormick, P.E.
Title: Associate
Date Signed: January 14, 2025

Engineer License Certificate No.: 8471
State of: South Dakota

Address for Owner's receipt of notices:
City of Mitchell
612 North Main Street
Mitchell, South Dakota 57301-2620

Address for Engineer's receipt of notices:
PO Box 398
2100 North Sanborn Boulevard
Mitchell, South Dakota 57301

Designated Representative (Paragraph 8.03.A):
Joe Schroeder, P.E.
Title: Public Works Director
Phone Number: 605-995-8433
E-Mail Address: jschroeder@cityofmitchellsd.gov

Designated Representative (Paragraph 8.03.A):
Jeffrey P. McCormick, P.E.
Title: Associate
Phone Number: 605-996-7761
E-Mail Address: jmccormick@spn-assoc.com

ATTEST

By: _____
Print name: Michelle Bathke
Title: Finance Officer

ATTEST

By: _____
Print name: Bob Babcock, P.E.
Title: Principal

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*– **NOT APPLICABLE –.**

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [ ] *[List the specific potential solutions here.]*~~

~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] *[insert specific number]* alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables: [ ] ***[List any such tasks or deliverables here.]***

15. Furnish [ ] review copies of the Report and any other Study and Report Phase deliverables to Owner within [ ] days of the Effective Date and review it with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [ ] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

A1.02 *Preliminary Design Phase*

A. ~~After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2)~~ upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner ~~during or following the Study and Report Phase~~, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. ~~Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~

4. **Complete a traffic design analysis of First Avenue from Burr Street to Foster Street. The traffic design analysis will recommend intersection and corridor segment geometrics, intersection traffic control, and access management. The traffic design analysis will meet City of Mitchell design standards and follow Mitchell Master Transportation Plan (MTP) guidance. Major intersections to be analyzed include the First Avenue & Burr Street intersection and First Avenue & Foster Street intersection.**

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

other construction procurement documents), and Construction Contract Documents. ~~Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

10. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. N/A

11. Furnish [**3**] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [**175**] days of authorization to proceed with this phase, and review them with Owner. Within [**14**] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [**3**] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [**14**] days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: **[*N/A.*]**

10. Furnish for review by Owner, its legal counsel, and other advisors, [**5**] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [**50**] calendar days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **14** calendar days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner **(Civil 3D Drawings)**, as appropriate, and submit [**5**] final copies of such documents to Owner within [**30**] calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [**4**]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

A1.04 *Bidding or Negotiating Phase* **NOT APPLICABLE – The bidding phase of this Project will be completed under a separate agreement and is not part of this Agreement.**

~~A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~

~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.~~

~~2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~

~~3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~

~~4. Consult with Owner as to the qualifications of prospective contractors.~~

~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~

~~6. If the issued bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

~~7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.~~

~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~

~~9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: *[N/A.]*~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

A1.05 *Construction Phase*—**NOT APPLICABLE – The Construction Phase of this Project will be completed under a separate agreement and is not a part of this Agreement.**

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~

~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~

~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~

~~4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.~~

~~5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of 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, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.~~

~~6. *Original Documents:* If requested by Owner to do so, Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~

~~7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~

~~8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.~~

~~21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~

~~a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).~~

~~b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~

~~23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.~~

~~24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: ***[N/A.]***~~

~~25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~

~~26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~

~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

A1.06 *Post-Construction Phase* **NOT APPLICABLE – The Post Construction Phase of this Project will be completed under a separate agreement and is not a part of this Agreement.**

~~A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:~~

~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~

~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~

~~3. Perform or provide the following other Post-Construction Phase tasks or deliverables: ***[N/A.]***~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

C. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

~~14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.~~

~~15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.~~

~~16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.~~

~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~

~~18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.~~

~~19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.~~

~~20. Preparation of operation, maintenance, and staffing manuals.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).~~

~~22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.~~

~~23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.~~

~~24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.~~

~~25. Overtime work requiring higher than regular rates.~~

~~26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 ~~*Additional Services Not Requiring Owner's Written Authorization*~~

~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.~~

~~1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.~~

~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~

~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~

~~4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~

5. ~~Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~

6. ~~Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.~~

7. ~~Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~

8. ~~While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

B. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

C. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

D. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

E. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

H. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

I. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

L. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

M. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

N. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

O. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

P. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

~~Q. Place and pay for advertisement for Bids in appropriate publications.~~

R. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

~~S. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.~~

T. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

U. Perform or provide the following: ***[N/A.]***

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT C**, consisting of **6** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025.**

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $**265,000.00** based on the following estimated distribution of compensation:

a.	Study and Report Phase	$ N/A
b.	Preliminary Design Phase	**$ 160,000.**
c.	Final Design Phase	**$ 105,000.00**
~~d.~~	~~Bidding or Negotiating Phase~~	~~$[ ]~~
~~e.~~	~~Construction Phase~~	~~$[ ]~~
~~f.~~	~~Post-Construction Phase~~	~~$[ ]~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **January 2**) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

~~B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.1.**

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [**1**].

C. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 2**) to reflect equitable changes in the compensation payable to Engineer.

D. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [**1.1**].

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

A.1. REIMBURSABLE EXPENSES

A.1.1. Vehicle miles shall be charged at the rate of $0.58 per regular vehicle..

A.1.2 Meals and lodging shall be charged at costs incurred by the ENGINEER.

A.1.3. The cost of independent consulting and testing services (including, but not limited to, soils engineering and testing services) shall be charged at the cost incurred by the ENGINEER plus an assumed risk fee of 10% of the incurred cost.

A.2. MODIFICATIONS

A.2.1. Hourly rates and charges as set forth herein shall be adjusted on January 2 of each calendar year, as applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This Page Is Intentionally Blank

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

This is **Appendix 2 to EXHIBIT C**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Standard Hourly Rates Schedule

E. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

F. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Classification	Rates Per Hour
Project Manager/Principal	$260.00
Project Manager/Associate	$250.00
Senior Project Manager	$240.00
Senior Engineer	$210.00
Project Engineer I	$195.00
Project Engineer II	$180.00
Project Engineer III	$170.00
Project Engineer IV	$160.00
Project Engineer V	$145.00
Project Engineer VI	$140.00
Project Engineer VII	$135.00
Project Engineer VIII	$125.00
Project Engineer IX	$120.00
Land Surveyor I (R.L.S.)	$195.00
Land Surveyor II (R.L.S.)	$170.00
Land Surveyor III (R.L.S.)	$140.00
Land Surveyor IV(R.L.S.)	$120.00
Drafting Supervisor	$180.00
Project Administrator	$155.00
Technician I	$160.00
Technician II	$155.00
Technician III	$150.00
Technician IV	$145.00
Technician V	$130.00
Technician VI	$120.00

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Classification	Rates Per Hour
Technician VII	$115.00
Technician VIII	$110.00
Technician IX	$95.00
Office Manager/Bookkeeper	$145.00
Clerical	$95.00

B.1. For purposes of this Agreement, the Principal is identified as Robert J. Babcock.

B.2. For purposes of this Agreement, the Associates are identified as Jeff P. McCormick, Mike Schmit, and Brandon Smid.

B.3. Charges for all personnel classifications shall include all travel time. There shall be no increased charge for overtime hours.

B.4. Charges for all personnel classifications in connection with providing depositions or court testimony shall be increased by a factor of 1.5. Charges for services so provided will include all travel time to and stand-by time at the location services are rendered. There shall be no increased charge for overtime hours.

B.5 The cost of independent consulting and testing services (including, but not limited to: soils engineering, traffic engineering and testing services) shall be charged at the cost incurred by the ENGINEER plus an assumed risk fee of 10% of the incurred cost.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT G**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Each Accident: $**1,000,000**
2) Disease, Policy Limit: $**1,000,000**
3) Disease, Each Employee: $**1,000,000**

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $**1,000,000**
2) General Aggregate: $**2,000,000**

d. Excess or Umbrella Liability --

1) Each Occurrence: $**5,000,000**
2) General Aggregate: $**5,000,000**

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident $**1,000,000**

f. Professional Liability

1) Each Claim Made $**2,000,000**
2) Annual Aggregate $**2,000,000**

g. Other (specify): $**N/A**

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Each Accident: $
2) Disease, Policy Limit: $
3) Disease, Each Employee: $

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $
2) General Aggregate: $

d. Excess or Umbrella Liability --

1) Each Occurrence: $
2) General Aggregate: $

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident $

f. Other (specify): $N/A

~~B. *Additional Insureds:*~~

~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

~~a.~~ _____
~~Engineer~~

~~b.~~ _____
~~Engineer's Consultant~~

~~c.~~ _____
~~Engineer's Consultant~~

~~d.~~ _____
~~[other]~~

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT I**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever 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 the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10. the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever 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, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:

B. *Indemnification by Owner*: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE LEFT BLANK INTENTIONALLY

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 21, 2025**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

____ 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:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

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

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

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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:	ENGINEER:
_____	_____
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 21, 2025	**Requested By:**	Joe Schroeder

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	NA
Agenda Item:	Action to Approve Agreement #A2025-08, Watershed and Flood Prevention Operations with James River Water Development
Explanation/Background of Agenda Item Requested:	The City approved an application for a Natural Resources Conservation Service (NRCS) Watershed and Flood Prevention Operations (WFPO) Planning Assistance grant on November 14, 2022. Since then, the City has been working with the NRCS on a Preliminary Investigation Feasibility Report (PIFR). Entities with jurisdiction within the watershed must agree to co-sponsor the project prior to submitting the PIFR. James River Water Development District (JRWDD) is one of those entities. They have requested an agreement stating that the City will cover any planning costs incurred by JRWDD relating to the proposed project that are not covered by the NRCS planning assistance with the exception of basic administrative costs. The planning portion of the project is covered 100% by NRCS. Staff recommends council approval of the agreement with JRWDD and to authorize the Mayor to sign on their behalf.

THIS AGREEMENT is made effective as of the 21st day of January, 2025, between James River Water Development District, a South Dakota political subdivision, (hereinafter "JRWDD"), and the CITY OF MITCHELL, a South Dakota municipal corporation (hereinafter referred to as the "City").

WHEREAS, Watershed and Flood Prevention Operations (WFPO) is a component of a USDA program that provides financial and technical assistance to help local project sponsors protect and restore watersheds up to 250,000 acres; and

WHEREAS, the WFPO process includes the submission of a Preliminary Investigation Feasibility Report (PIFR) which, if approved, allows the planning phase of a project to be 100% funded through the WFPO and at zero cost to the sponsor; and

WHEREAS, once the planning phase is complete, the Sponsoring Lead Organization (SLO) and any partners, would need to further agree to proceed with a project; and

WHEREAS, the City of Mitchell and James River Water Development District intend request planning assistance from the Natural Resource Conservation Service (NRCS) Watershed Program for a potential Public Law (PL 566 project).

NOW THEREFORE, the parties hereby agree as follows:

SECTION 1. If there are any planning costs incurred by JRWDD relating to the proposed project that are not covered by NRCS planning assistance, except basic administrative costs, City agrees to reimburse such planning costs to JRWDD.

SECTION 2. This document constitutes the entire Agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted. No changes or amendments shall be effective unless in writing and signed by both parties.

SECTION 3. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any disputes arising out of or related to this Agreement shall be litigated in the First Judicial Circuit Court for the State of South Dakota, located in Mitchell, Davison County, South Dakota.

SECTION 4. This Agreement may be executed in separate counterparts, all of which executed counterparts shall constitute one complete document.

SECTION 5. The parties hereto agree that execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

Dated this 21st day of January, 2025.

JAMES RIVER WATER DEVELOPMENT DISTRICT

By_____
Mike Wiese, Chairman

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the _____ day of January, 2025, before me, the undersigned officer, personally appeared Mike Wiese, who acknowledged themselves to be the Chairman of James River Water Development District, a South Dakota political subdivision, and that as Chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing their name as its Chairman.

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

_____
My Commission Expires: Notary Public

(SEAL)

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

Dated this 21st day of January, 2025.

CITY OF MITCHELL

By_____
Jordan Hanson, Mayor

ATTEST:

_____ (SEAL)
Michelle Bathke, City Finance Officer

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the 21st day of January, 2025, before me, the undersigned officer, personally appeared Jordan Hanson and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell, South Dakota, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Mitchell, South Dakota.

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

_____
My Commission Expires: Notary Public

(SEAL)

WFPO

Watershed and Flood Prevention Operations

WFPO. WFPO is a component of a USDA program that provides financial and technical assistance to help local project sponsors protect and restore watersheds up to 250,000 acres.

How does it work?

1 Project **sponsor** requests planning assistance from State NRCS. State NRCS approves the request.

2 Complete a Preliminary Investigation Feasibility Report (**PIFR**). This can be developed by a consultant or State NRCS if they have available staff.

3 Once the PIFR is approved, WFPO funding is requested for planning. Planning is **100% funded** through WFPO.

4 Planning includes development of a **Watershed Plan & Environmental Document** and zero cost to the sponsor.

5 The Draft Watershed Plan is reviewed by State and National NRCS, agencies, and the public through the **NEPA** process.

6 Once a Final Watershed Plan is approved, **project** final design is **100% funded** through WFPO.

7 Construction funding through WFPO can be **up to 100% of construction costs** dependent on the project **purpose**.

What does that mean?

Sponsor. Responsible for the locally led planning effort. Must have the power of eminent domain and ability to provide local cost-share and/or in-kind services. This can include permitting and land acquisition costs and others depending on the project purpose.

PIFR. Includes a brief study about the watershed to provide assurance that a feasible watershed project plan can be developed. The PIFR is required to receiving federal funding through WFPO.

Watershed Plan & Environmental Document. Identifies potential problems and solutions within a watershed. Includes scoping and development of the project purpose and need, public and agency involvement, environmental documentation, alternatives analysis, and 30% design. The environmental and archeological work during the planning phase helps lower permitting costs down the road.

NEPA. The National Environmental Policy Act, an environmental law that requires federal agencies to assess the environmental affects their of proposed actions.

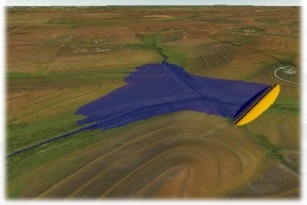
Purpose.

Eligible project purposes:

- Flood damage reduction
- Watershed protection
- Public recreation
- Public fish & wildlife
- Agriculture water management
- Water supply
- Water quality management
- Watershed structure rehabilitation
- Water management

Example Projects.

- Dams/Ponds
- Grade Control Structures
- Wetlands
- In-Stream Habitat Features
- Streambank protection
- Sediment Basins



Why fund a PIFR? The PIFR is the first critical step in attaining planning, design, and construction dollars through WFPO. Planning and final design are covered100% by federal dollars and construction funding can be **up to $25 million** per watershed plan! State NRCS staff are often stretched thin and the PIFR can take over a year to complete by NRCS staff, if they have the availability at all.

FYRA ENGINEERING

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 21, 2025	**Requested By:**	Joe Schroeder

Desired Action of City Council:

Amount Budgeted in current fiscal year for this item (if applicable):
$79,000 - Supplemental Appropriation from the General Fund

Agenda Item:
Action to Approve Agreement #A2025-09, 13th & Wisconsin Storm Drainage with McLaury Engineering

Explanation/Background of Agenda Item Requested:
McLaury Engineering was requested to provide a proposal for design and bid phase services for a project at 13th Avenue and Wisconsin Street to address localized flooding that is experienced during rain events. The proposal includes topographic survey, utility design, and full street reconstruction design on 13th Avenue from Wisconsin to Minnesota Streets. Partial street construction would be completed west of Minnesota on 13th Avenue. This project was identified in the Northwest Drainage Study completed by McLaury Engineering. This project will likely be funded through general fund and enterprise funds.

Staff recommends approval of the proposed agreement with McLaury Engineering to perform design and bid phase services at an hourly rate not to exceed fee of $79,000.

Project Background:
The project is approximately 2,000 feet in length. One block of utilities will be replaced between Minnesota and Wisconsin on 13th Avenue. Currently the storm sewer water is routed east to the Sanborn Boulevard storm sewer system. The water will be rerouted to the west to a detention pond which will allow the slow release of storm water through the Westwood First Addition

January 2, 2025

Joe Schroeder, PE
City Engineer
City of Mitchell
612 North Main Street
Mitchell, SD 57301

RE: CITY OF MITCHELL – 13TH AVENUE RECONSTRUCTION PROJECT
DESIGN AND PLAN PRODUCTION

Dear Mr. Schroeder:

Thank you for the opportunity to provide professional services to the City of Mitchell for the 13th Avenue Reconstruction Project. McLaury Engineering proposes to provide services pertaining to design, plan production, and bidding for the project. Enclosed you will find our proposal to the City of Mitchell.

Our team takes pride in the professional services we provide to our clients, and we appreciate the chance to provide you with this proposal.

We look forward to working with you on this project. Please feel free to call me at 605-928-7676 if you have any questions.

Sincerely,
McLaury Engineering, Inc.

Ryan J Murtha, PE
Engineering Manager

McLauryEngineering.com

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

ATTACHMENT A

PROJECT UNDERSTANDING

The City of Mitchell is proposing a complete street and utility reconstruction of 13th Avenue from Minnesota Street to Wisconsin Street as well as rerouting storm sewer to a proposed detention pond along the bike bath near the SD Hwy 37 Bypass. Street reconstruction will consist of complete removal and replacement of the existing roadway surface, sidewalks, and all necessary tie-ins. All sidewalk improvements will be designed in accordance with current ADA standards. Surfacing thicknesses will be per City of Mitchell standards.

Figure 1 Street Reconstruction Area

Utility reconstruction will consist of complete replacement of the existing clay sanitary sewer, replacement of water main, valves, and hydrants. No additional modeling is proposed for sizing of sanitary sewer or water main. Sanitary sewer and water main will be replaced with same size pipe.

Rerouting of the storm sewer from the intersection of N. Wisconsin St. and W. 13th Ave. will start out by abandoning the 18" storm sewer line in-between N. Wisconsin St and Edmunds St. Installing new inlets, junction boxes, and pipes from N. Wisconsin St. and N. Minnesota St will be done to reroute the direction of storm sewer flow to the west. While minimalizing roadway disturbances, storm sewer pipe installation will occur from N. Minnesota St to the proposed detention pond shown in Figure 2. Storm sewer sizing will be based on the Northwest Drainage Study that was completed in 2021 with updated design adjustments to the storm sewer system.

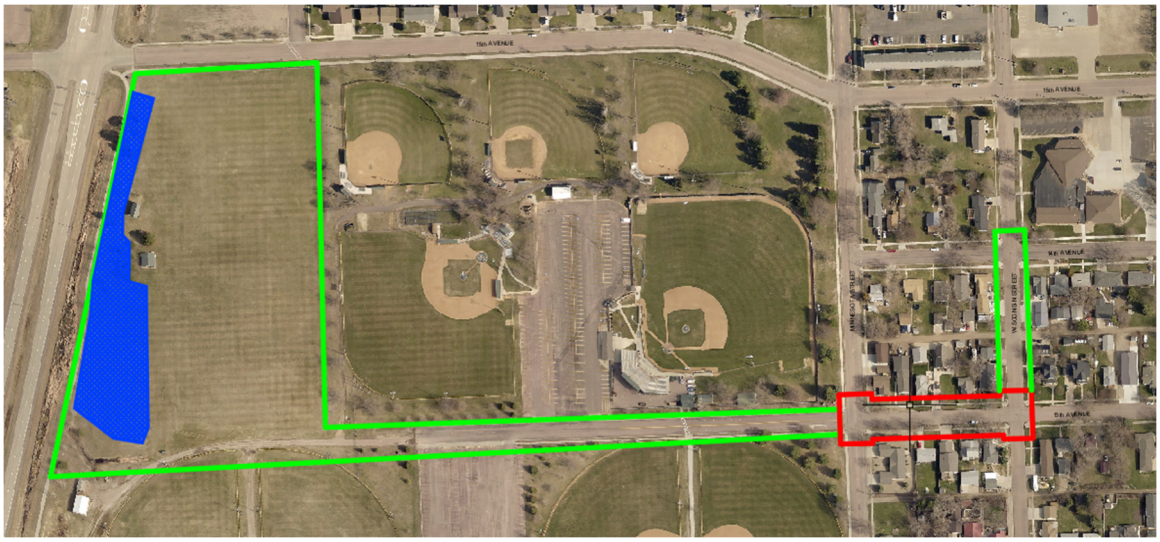


Figure 2 Street Reconstruction Area & Topographic Survey Area with Proposed Drainage Basin

Survey services will be used to obtain complete topographical and boundary survey of the site. Topographical survey will include all necessary surface features and utilities as located via SD One-Call. Boundary survey will include the establishment of lots and blocks within the survey area as well as all property lines and ownership. Property lines and ownership will be established through courthouse research of current deeds. During design, any necessary temporary or permanent easements shall be identified, and exhibits will be prepared as needed.

The City of Mitchell has requested that McLaury Engineering provide this proposal for the survey, design, plan and specification preparation, and bidding of these improvements. Construction management services are not a part of this proposal.

McLaury Engineering understands the importance of not only achieving the desired outcome of each of the following tasks, but also completing them on time and within budget. It is our commitment to facilitate a successful project for the City of Mitchell.

PROJECT TEAM

McLaury Engineering is proposing a project team with extensive experience in municipal design and project management. Ryan Murtha, PE will serve as the Project Manager for McLaury Engineering. He will be assisted by Eli VanRoekel, EI, and Trever Vermeulen to perform the infrastructure design and preparation of plans and specifications. The survey team will be led by Chris Groen, PLS.

For the geotechnical exploration and recommendations, McLaury Engineering will sub-consult the work to the Geotek Engineering & Testing Services, Inc.

SCOPE OF SERVICES

TASK I: PROJECT MANAGEMENT

a. Preparation of monthly invoices and status reports
b. Correspondence for project related phone calls, emails, and /or any version of communication deemed necessary during the course of the project
c. Time required to adequately coordinate with City of Mitchell engineering staff for respective project items and City utilities.

d. Facilitation of one (1) public meeting and up to two (2) individual meetings including coordinating the meeting time and location with City staff, preparation of exhibits, and presenting information to the public with an anticipation of two (2) staff members from McLaury Engineering present at the meetings.
e. Management of geotechnical sub consultant including communications and collaboration

TASK 2: SURVEY

a. Completion of all survey work based on the South Dakota State Plane South Horizontal datum and NAVD88 Vertical datum.
b. Topographic survey of areas outlined in the project understanding including all surface features from building front to building front and all underground utilities as marked through the SD One-Call along the length of the project.
c. No subsurface utility exploration will be performed except for storm sewer and sanitary sewer elevations at accessible structures.
d. Boundary Survey within the project limits to establish all Right of Way lines, blocks, and lots within the survey areas as well as all property lines and ownership.
e. Property lines and ownership establishment through courthouse research of current deeds.

TASK 3: PRELIMINARY (50%) DESIGN REVIEW

a. Prepare preliminary design and plans for review by City Staff.
b. Prepare preliminary cost estimate for review by City Staff.
c. Coordinate meeting time and location with City of Mitchell.
d. Prepare and distribute agenda.
e. Attend and facilitate meeting; McLaury Engineering will have up to 2 representatives at the meeting.
f. Prepare follow-up notes.

Discussion items at the preliminary design review meeting to include:

i. Preliminary surfacing and utilities design and locations.
ii. General project discussion (i.e. project related issues and concerns identified while developing preliminary layouts)

TASK 4: FINAL (95%) PLANS, SPECIFICATIONS, AND BIDDING DOCUMENTS

a. Refine general plan already started as part of previous task efforts.
b. Prepare construction plans including:
    i. Title and Legend
    ii. Estimate of Quantities
    iii. Typical Sections
    iv. General Notes
    v. Table of ROW and Easements
    vi. Traffic Control
    vii. Erosion Control
    viii. Existing Conditions & Removals
    ix. Surfacing Layout
    x. Water Main, Sanitary Sewer & Storm Sewer
    xi. Details/Standard Plates
c. Prepare construction specifications

d. Prepare bidding documents
e. Construction plan sheets, specifications, and bidding documents to be per City of Mitchell standards where applicable.
f. Submit documents to City of Mitchell for final review.

TASK 5: DOCUMENTS FOR BID LETTING

a. Revise final plans, specifications, and bid letting documents per City of Mitchell final review efforts.
b. Prepare final cost estimate.
c. Submit Final Bid Letting Documents to City of Mitchell.

TASK 6: BIDDING

a. Coordinate advertisement of project for bid letting
b. Host bid letting including distribution of bid documents and management of planholders lists
c. Answer bid letting questions
d. Facilitate bid opening
e. Prepare bid summary
f. Provide recommendation of award

DELIVERABLES

Items delivered to the Owner with the project include:

- Preliminary (50%) Plans for design review
- Final (95%) Plans and Specifications for design review
- Plans, Specifications, Bidding Documents, and Cost Estimates for Bid Letting
- Final AutoCAD Civil 3D design files in .dwg format.

SCHEDULE

Below is a proposed schedule for project completion. This schedule is based on a reasonable turnaround for the notice to proceed and prompt review times by the City of Mitchell. The schedule does not account for additional time that may be needed to resolve complications associated with the discovery of potential unknowns beyond the control of McLaury Engineering.

- Notice to Proceed (NTP): TBD
- Complete Survey: NTP + 3 Months
- Preliminary (50%) Plans and Cost Estimates for Review: NTP + 5 Months
- Final (95%) Plans and Specifications for Review: NTP + 7 Months
- Submit Plans, Specifications, and Cost Estimates for Bid Letting: NTP + 9 Months
- Advertisement and Project Bidding: NTP + 10 Months

ADDITIONAL SERVICES

The following items are not included in the scope of services, but can be completed if authorized under a supplemental agreement:

- Additional public outreach including mailing lists and letters
- Construction Administration
- Construction Staking
- Geotechnical Borings and Report

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.

FEE

McLaury Engineering proposes to be compensated for the scope of services outlined in the Agreement on an hourly basis. McLaury Engineering will provide the scope of services for a total fee not to exceed **$79,000**. If the need for additional services arises due to changes in project scope, schedule, or other unforeseen circumstances, the additional services will be negotiated with the City of Mitchell.

ITEM	FUND	FEE BREAKDOWN	ESTIMATED TOTAL TASK FEE
Task 1 – Project Management			**$10,700**
	Water Distribution	$1,925	
	Sanitary Sewer	$1,925	
	Streets	$6,850	
Task 2 – Survey			**$4,900**
	Water Distribution	$1,150	
	Sanitary Sewer	$1,150	
	Streets	$2,600	
Task 3 – Preliminary (50%) Design			**$35,200**
	Water Distribution	$3,440	
	Sanitary Sewer	$3,440	
	Streets	$28,320	
Task 4 – Final (95%) Design			**$14,700**
	Water Distribution	$1,775	
	Sanitary Sewer	$1,775	
	Streets	$11,150	
Task 5 – Documents for Bid Letting			**$10,200**
	Water Distribution	$2,000	
	Sanitary Sewer	$2,000	
	Streets	$6,200	
Task 6 – Bid Letting			**$3,300**
	Water Distribution	$600	
	Sanitary Sewer	$600	
	Streets	$2,100	
Total – Not-To-Exceed			**$79,000**

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 **13th Avenue Reconstruction 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.

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 $**79,000**

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.

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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.

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This Agreement's Effective Date is _____ .

Owner:	Engineer:
_____	**McLaury Engineering, Inc.**
(name of organization)	(name of organization)
By: _____	By: _____
(authorized individual's signature)	(authorized individual's signature)
Date: _____	Date: **January 2, 2025**
(date signed)	(date signed)
Name: _____	Name: **Ryan J. Murtha**
(typed or printed)	(typed or printed)
Title: _____	Title: **Engineering Manager**
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
_____	P.O. Box 916
_____	Parkston, SD 57366
_____	(605) 928-7676

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 21, 2025	**Requested By:**	Joe Schroeder

Desired Action of City Council:

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

230-43500-43320 - $215,000
2025 Supplemental Appropriation - $2,250

Agenda Item:

Action to Approve Agreement #A2025-10, AIP Design of Runway 18/38 Reconstruction and Lighting Improvements AIP '34 and Authorize Mayor to Sign

Explanation/Background of Agenda Item Requested:

The Council approved a pre-application for an Airport Improvement Program Grant for the design of Runway 18/36 Shift, Reconstruction and Lighting Improvement project as listed in our Airport Improvement Program (AIP).
Attached is the grant application for a total design fee of $315,000. The fee is broken down as follows:
Federal - $299,250
State - $7,875
City - $7,875

Please see the attached location map for additional information.

Staff recommends council approval and to grant authorization for the Mayor to sign and for the document to be executed.

Project Background:
The Mitchell Municipal recently completed an updated master plan and ALP update for the airport. This master plan update discussed the airport's two runways in detail. Runway 13/31 is the airport's primary runway and is constructed to the FAA's C-III design standards. These include a runway length of 6,700 ft and a runway width of 100 ft. The airport's existing crosswind runway, Runway 18/36 is approximately 5,500 ft long and 100 feet and meets C-II design standards. However, during the completion of the master plan update, it was determined that the existing crosswind runway exceeds the needs of the airport and should be reduced in size in order to satisfy the requirements for smaller B-II aircraft. This will require reducing both the length and width of the runway to meet these requirements. Additionally, the two existing runways currently intersect near the 31 and 36 ends. This current intersecting configuration is dangerous for airport users and poses an increased risk of runway incursions and collisions.

The condition of Runway 18/36 has begun to deteriorate to a point where reconstruction is necessary. The SD DOT completes a Pavement Condition Index (PCI) survey on all airport pavements every three years. The results from this survey give a section a pavement a score from 0 to 100 with 100 being the best. The PCI results for the different section of pavement on Runway 18/36 are provided below. It can be seen by the decreasing PCI values, that the pavement on the runway is reaching the end of its intended lifespan. The runway was originally constructed in 1942 of 7-10 inches of concrete. A 3 inch asphalt overlay was constructed in 1975 and a rubberized friction course was overlaid in 1996. The runway was narrowed to 100 feet and MIRL was installed in 1999. The runway also includes a few small areas of differing pavement sections near the intersection with Runway 13/31. All of these pavement sections are exhibiting signs of distress and failure

and should be reconstructed.

The shifting of Runway 18/36 to decouple it from Runway 13/31 will provide a great enhancement to the safety of the airport. The intersecting of runway has long been an avoidable practice, but many times surrounding land restraints force them to occur. With the shortening of the runway the airport will have plenty of land space available to accommodate a shift of the runway to the north. Decoupling the runways will increase the safety of all airport users while also eliminating the confusion that comes along with intersecting runways.

The existing beacon structure is an old water tower constructed in the 1940's and is located southeast of the hangar area. The tower is not in use as a water tower and is only used as the beacon tower now as the beacon was placed there out of convenience in the 1940's. The City recently had the structure evaluated. The results of the study by Alberston Engineering, Inc. showed that a 15' barrier must be constructed around the structure and that it would eventually need to be demolished. The City will handle results of the study themselves. However, a new beacon and beacon structure are required as soon as possible. A new, centrally located beacon is also proposed to be constructed with this project.

AIP Grant Application Checklist

AIRPORT NAME: **Mitchell Municipal Airport** **DATE:** **1/8/2025**

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: **5FM75**

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: **03/22/2025**

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 *(signed)*	X			
2.	Project Cost Breakdown *(attached)*	X			
3.	Project Sketch *(at the request of the ADO)*	X			
4.	Project Narrative *(attached or within Form 5100-100/101 Part IV)*	X			
5.	Form 5100-100 (parts II – IV) *(airport development grants)* Form 5100-101 (parts II- IV) *(planning grants)*	X			
6.	Bid Tabulations/Negotiated Amounts *(attached or previously submitted to the ADO)*	X			
7.	Exhibit A *(attached or previously submitted to the ADO)*	X			
8.	Title Certificate or Long Term Lease Agreement *(at the request of the ADO)*	X			

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Mitchell

*b. Employer/Taxpayer Identification Number (EIN/TIN): 46-6000305

*c. UEI: JXEFNSSK2VF4

d. Address:

*Street 1: 612 N. Main St.

Street 2:

*City: Mitchell

County/Parish: Davison

*State: SD

*Province:

*Country: USA: United States

*Zip / Postal Code 57301-2620

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*First Name: Joe

Middle Name:

*Last Name: Schroeder

Suffix:

Title: Public Works Director

Organizational Affiliation: City of Mitchell

*Telephone Number: 605-995-8420

Fax Number:

*Email: joe.schroeder@cityofmitchellsd.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

Bipartisan Infrastructure Law

***12. Funding Opportunity Number**:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project**:

Design of Runway 18/36 Reconstruction and Lighting Improvements.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: At-Large

*b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2025

*b. End Date: 12/31/2026

18. Estimated Funding ($):

*a. Federal	$ 299,250
*b. Applicant	$ 7,875
*c. State	$ 7,875
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 315,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Jordan

Middle Name: _____

*Last Name: Hanson

Suffix: _____

*Title: Mayor

*Telephone Number: 605-995-2975 | Fax Number:

* Email: jordan.hanson@cityofmitchellsd.gov

*Signature of Authorized Representative: | *Date Signed:

Authorized Representative:	
Prefix: Mr. *First Name: Jack Middle Name: *Last Name: Dokken Suffix:	
*Title: Program Manager	
*Telephone Number: 605-773-7045	Fax Number:
* Email: jack.dokken@state.sd.us	
*Signature of Authorized Representative:	*Date Signed:

PROJECT COST BREAKDOWN

MITCHELL MUNICIPAL AIRPORT

MITCHELL, SOUTH DAKOTA

Design of Runway 18/36 Reconstruction and Lighting Improvements

Table 1: Project Cost Breakdown

Brief Item Description	Construction or Land Cost	Engr./Land Incidental	Admin. Cost	Total Cost	Federal Share	Non-Federal
					95%	5%
Design of Runway 18/36 Reconstruction and Lighting Improvements **(AIP)**	--	$307,542.65	$2,457.35	$310,000.00	$294,500.00	$15,500.00
Independent Fee Estimate (IFE) **(AIP)**	--	$5,000.00	--	$5,000.00	$4,750.00	$250.00
Totals	**--**	**$312,542.65**	**$2,457.35**	**$315,000.00**	**$299,250.00**	**$15,750.00**

Table 2: Funding Sources for the Project

AIP Entitlements	BIL	Discretionary/ Apportionment	State Share (2.5%)	Sponsor Share (2.5%)	Total Estimated Cost
$299,250.00	**--**	**--**	**$7,875.00**	**$7,875.00**	**$315,000.00**

Project Narrative (Justification)

AIP – Design Runway 18/36 Shift, Reconstruction, and Lighting Improvements project.

Runway Reconstruction:

The Mitchell Municipal recently completed an updated master plan and ALP update for the airport. This master plan update discussed the airport's two runways in detail. Runway 13/31 is the airport's primary runway and is constructed to the FAA's C-III design standards. These include a runway length of 6,700 ft and a runway width of 100 ft. The airport's existing crosswind runway, Runway 18/36 is approximately 5,500 ft long and 100 feet and meets C-II design standards. However, during the completion of the master plan update, it was determined that the existing crosswind runway exceeds the needs of the airport and should be reduced in size in order to satisfy the requirements for smaller B-II aircraft. This will require reducing both the length and width of the runway to meet these requirements. Additionally, the two existing runways currently intersect near the 31 and 36 ends. This current intersecting configuration is dangerous for airport users and poses an increased risk of runway incursions and collisions.

The condition of Runway 18/36 has began to deteriorated to a point where reconstruction is necessary. The SD DOT completes a Pavement Condition Index (PCI) survey on all airport pavements every three years. The results from this survey give a section a pavement a score from 0 to 100 with 100 being the best. The PCI results for the different section of pavement on Runway 18/36 are provided below. It can be seen by the decreasing PCI values, that the pavement on the runway is reaching the end of its intended lifespan. The runway was originally constructed in 1942 of 7-10 inches of concrete. A 3 inch asphalt overlay was constructed in 1975 and a rubberized friction course was overlaid in 1996. The runway was narrowed to 100 feet and MIRL was installed in 1999. The runway also includes a few small areas of differing pavement sections near the intersection with Runway 13/31. All of these pavement sections are exhibiting signs of distress and failure and should be reconstructed.

Mitchell (MHE)										
Branch ID	Pavement		2015		2018		2021		2024	
	Age	Material	PCI	Condition	PCI	Condition	PCI	Condition	PCI	Condition
Runway 18/36	1996	Asphalt	65	Fair	63	Fair	61	Fair	53	Poor
Runway 18/36	1996	Asphalt	80	Satisfactory	75	Satisfactory	67	Fair	33	Failed
Runway 18/36	1996	Asphalt	74	Satisfactory	75	Satisfactory	66	Fair	53	Poor

Runway Lighting:

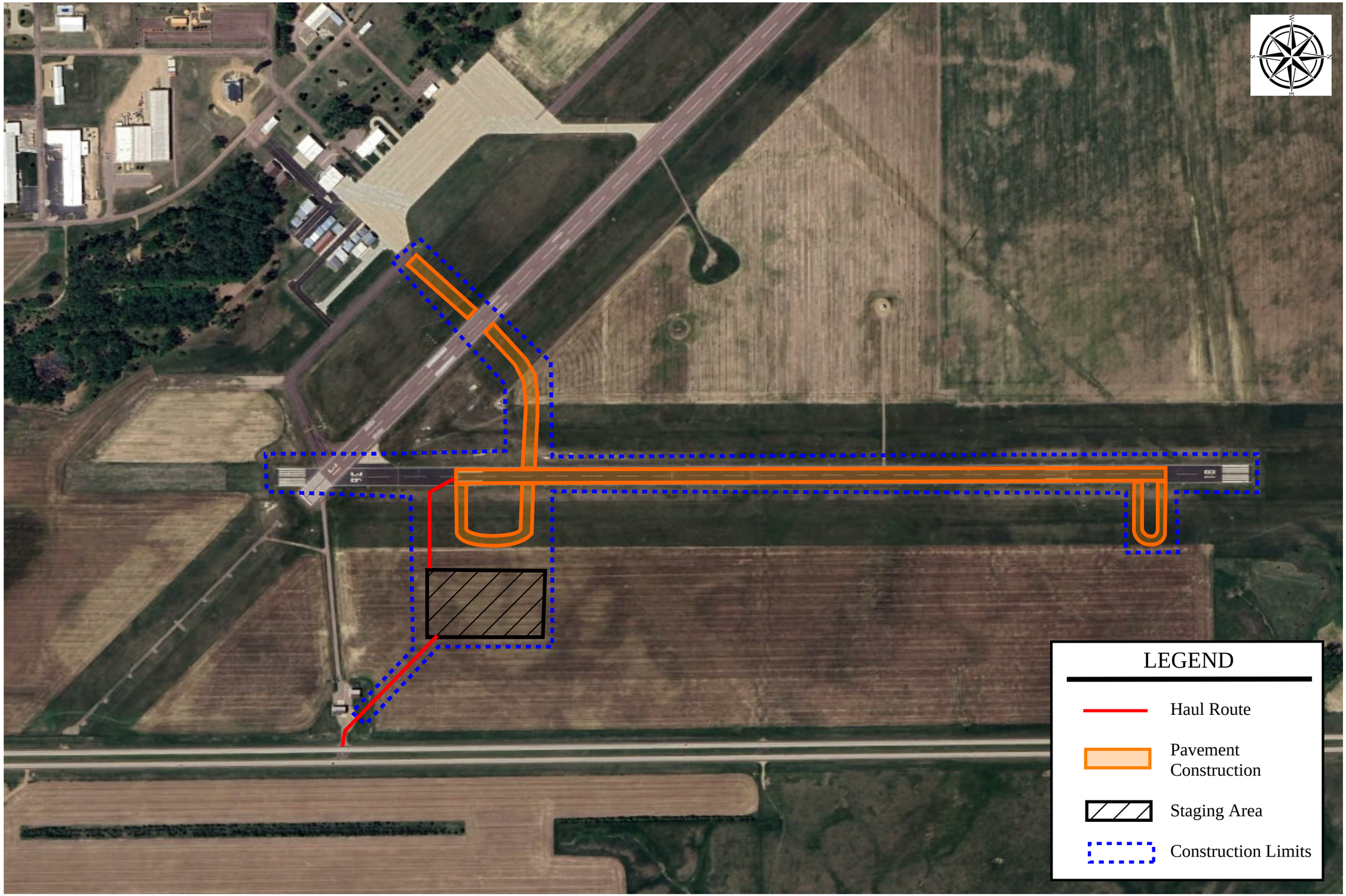
The runway is proposed to be reconstructed at 75 feet wide. With the narrowing of the runway, the existing incandescent MIRL will be replaced with new LED MIRL. The new LED units will replace the incandescent units, resulting in less energy usage and long-term savings on replacement parts for the City. Additional lighting improvements will include: replacement of the system control box, installation of new runway Precision Approach Path Indicators (PAPI) and Runway End Identifier Lights (REILs). All of these lighting upgrades will include LED light fixtures and provide greater visibility to pilots and more reliability to the airport.

Runway Shift:

The shifting of Runway 18/36 to decouple it from Runway 13/31 will provide a great enhancement to the safety of the airport. The intersecting of runway has long been an avoidable practice but many times surrounding land restraints force them to occur. With the shortening of the runway the airport will have plenty of land space available to accommodate a shift of the runway to the north. Decoupling the runways will increase the safety of all airport users while also eliminating the confusion that comes along with intersecting runways.

Beacon Replacement

The existing beacon structure is an old water tower constructed in the 1940's and is located southeast of the hangar area. The tower is not in use as a water tower and is only used as the beacon tower now as the beacon was placed there out of convenience in the 1940's. The City recently had the structure evaluated. The results of the study by Alberston Engineering, Inc. showed that a 15' barrier must be constructed around the structure and that it would eventually need to be demolished. The City will handle results of the study themselves. However, a new beacon and beacon structure are required as soon as possible. A new, centrally located beacon is also proposed to be constructed with this project.



No.	Revisions	By	App.	Date

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

416 Production St N.
P.O. Box 111,
Aberdeen, S.D. 57402
Phone: 605.225.1212
Fax: 605.225.3189
Email:
bobb@helmsengineering.com

Helms & Associates
CIVIL ENGINEERS & LAND SURVEYORS

Runway 18/36 Reconstruction
Preliminary Project Sketch

Mitchell Municipal Airport
Mitchell, SD

Drawn By:
Chk' By:
Proj. No:
Dwg. No:
VP. No:
Date:

OF

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

No structure can be built over 200 feet or no structure can be built or altered within two miles of any public airport boundary that would obstruct a 50:1 slope from any boundary of the airport without first filing an application and obtaining approval of the SD Aeronautics Commission. -SD Codified Laws (50-9) & Administrative Rules (70:02:03)

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The sponsor is not in default on any obligation to the US or any agency of the US.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense	$ 2,457		$ 2,457
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees	307,543		307,543
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous	5,000		5,000
14. **Subtotal** (Lines 1 through 13)	$ 315,000		$ 315,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)	$ 315,000		$ 315,000
19. Federal Share requested of Line 18	299,250		299,250
20. Grantee share	7,875		7,875
21. Other shares	7,875		7,875
22. **TOTAL PROJECT** (Lines 19, 20 & 21)	$ 315,000		$ 315,000

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	7,875
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 7,875
25. Other Shares	**Amount**
a. State	7,875
b. Other	
c. **TOTAL** - Other Shares	$ 7,875
26. TOTAL NON-FEDERAL FINANCING	$ 15,750

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: AIP #3-46-0037

AIRPORT: Mitchell Municipal Airport

1. Objective:

AIP - Design Runway 18/36 Shift, Reconstruction, and Lighting Improvements Project.

2. Benefits Anticipated:

The Mitchell Regional Airport is recently completed an updated master plan and ALP update for the airport. This mater plan update discussed the airport's runways in detail and determined that the crosswind runway, Runway 18/36 exceeds the needs of the airport and should be reduced in size in order to satisfy the requirements for smaller B-II aircraft. Additionally, the condition of Runway 18/36 has began to deteriorate to a point where reconstruction is necessary.

3. Approach: (See approved Scope of Work in Final Application)

Helms and Associates (Engineer) will arrange for SD Registered Professional Engineers to provide professional services required to complete environmental studies, all necessary field surveying, geotechnical investigation, preparation of design reports, and all appurtenances for the preparation of construction plans and specifications for the PROJECT.

*For additional information, refer to the Project approved Scope of Work.

4. Geographic Location:

Mitchell Municipal Airport
Mitchell, Davison County, South Dakota

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Jordan Hanson, Mayor 605-999-2975
612 N. Main St.
Mitchell, SD 57301-2620

SPN Helms
416 N. PRODUCTION ST.
ABERDEEN, SD 57401
PHONE: (605) 225-1212

RUNWAY 18/36 RECONSTRUCTION PROJECT
MITCHELL MUNICIPAL AIRPORT
MITCHELL, SOUTH DAKOTA
PRELIMINARY ENGINEER'S ESTIMATE
OCTOBER, 2024

Item No.	Spec No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	GP-105	Mobilization	**1**	L.S.	$648,000.00	$648,000.00
2	C-100	Contractor Quality Control Plan	**1**	L.S.	$50,000.00	$50,000.00
3	S-100	Construction Safety Plan	**1**	L.S.	$15,000.00	$15,000.00
4	P-101	Pavement/ Base Course Removal (12" Depth)	**50,000**	SqYd	$5.00	$250,000.00
5	P-152	Unclassified Excavation	**61,000**	CuYd	$8.00	$488,000.00
6	P-152	Disposal of Excess Material	**37,000**	CuYd	$4.00	$148,000.00
7	P-154	Subbase Course (Furnished)	**23,400**	CuYd	$40.00	$936,000.00
8	P-154	Subbase Course (Recycled)	**16,700**	CuYd	$18.00	$300,600.00
9	P-154	Geotextile Separator Fabric	**55,500**	SqYd	$3.25	$180,375.00
10	P-154	Geogrid	**10,700**	SqYd	$5.00	$53,500.00
11	P-208	Aggregate Base Course	**8,630**	CuYd	$50.00	$431,500.00
12	P-401	Asphalt Base/Surface Course	**11,620**	Ton	$115.00	$1,336,300.00
13	P-401	Asphalt Binder (PG 64-34)	**760**	Ton	$1,100.00	$836,000.00
14	P-602	Emulsified Asphalt Prime Coat	**69.9**	Ton	$1,500.00	$104,850.00
15	P-603	Emulsified Asphalt Tack Coat	**22.5**	Ton	$1,100.00	$24,750.00
16	P-620	Pavement Markings	**1**	L.S.	$35,000.00	$35,000.00
17	D-705	4" Perforated Underdrain Pipe	**16,250**	Ft	$18.00	$292,500.00
18	D-705	Underdrain Cleanout	**39**	Each	$700.00	$27,300.00
19	D-705	Connect to Underdrain Piping	**6**	Each	$250.00	$1,500.00
20	D-705	Solid Underdrain Piping	**250**	Ft	$15.00	$3,750.00
21	T-901	Seeding and Fertilizing	**20**	Acre	$2,500.00	$48,750.00
22	T-905	Topsoiling	**18,510**	CuYd	$6.00	$111,060.00
23	T-908	Mulching	**94,400**	SqYd	$1.50	$141,600.00
24	TL-100	Field Laboratory	**1**	Each	$10,000.00	$10,000.00
25	Plans	Underdrain Outlet Structure	**1**	Each	$1,000.00	$1,000.00
26	Plans	High Flow Silt Fence	**200**	Ft	$10.00	$2,000.00
27	Plans	Electrical System Upgrades	**1**	L.S.	$650,000.00	$650,000.00
ESTIMATED CONSTRUCTION TOTAL					**$7,127,335.00**	

ESTIMATED ASPHALT TESTING	**$30,000.00**
DESIGN	**$307,542.65**
BIDDING & NEGOTIATIONS	**$12,015.23**
CONSTRUCTION ADMINISTRATION	**$167,523.80**
CONSTRUCTION ENGINEERING	**$494,537.32**
ESTIMATED ADMINISTRATION (±5% OF CONSTRUCTION COSTS)	**$261,046.00**
TOTAL ESTIMATED PROJECT COSTS	**$8,400,000.00**

e-Signature Grant Sponsor Request Form

FAA Airports Division (ARP) is offering e-signature for all grants via Adobe e-Signature. This will expedite the process so that airport Sponsors receive grants as quickly as possible. If you would like to receive your grant via email for e-signature, please complete this form.

Sponsors do not need any special software to sign grants electronically.

Documents are emailed in the order specified below, and only one signature is required for each step (known as a signature block) in the process. The request for signature is sent by email, sequentially after the signature from the previous block is complete.

For each signature block, a Sponsor may submit more than one individual to have an equal right to sign, however only one signature is applied. For example, two Sponsor names can be entered under the Sponsor signature block, a primary and back-up, however only one will be able to sign.

If an airport has co-sponsors, the airport co-sponsors will need to fill out the Sponsor, Attorney, Co-Sponsor and Co-Sponsor Attorney signature blocks.

If an airport has more than two sponsors, the sponsors need to indicate this in the space provided at the end of the form.

When the e-signature process is complete, everyone, including the individuals listed below that did not sign, will receive an email copy of the signed document.

Airport Name	City	State
Mitchell Municipal Airport	Mitchell	South Dakota

Sponsor Signature Block:

Full Name	Title	Email Address	Phone Number
Jordan Hanson	Mayor	jordan.hanson@cityofmitchellsd.gov	605-999-2975

Attorney Signature Block:

Full Name	Title	Email Address	Phone Number
Justin Johnson	City Attorney	jjohnson@cityofmitchell.org	605-990-7940

Co-Sponsor Signature Block:

Full Name	Title	Email Address	Phone Number

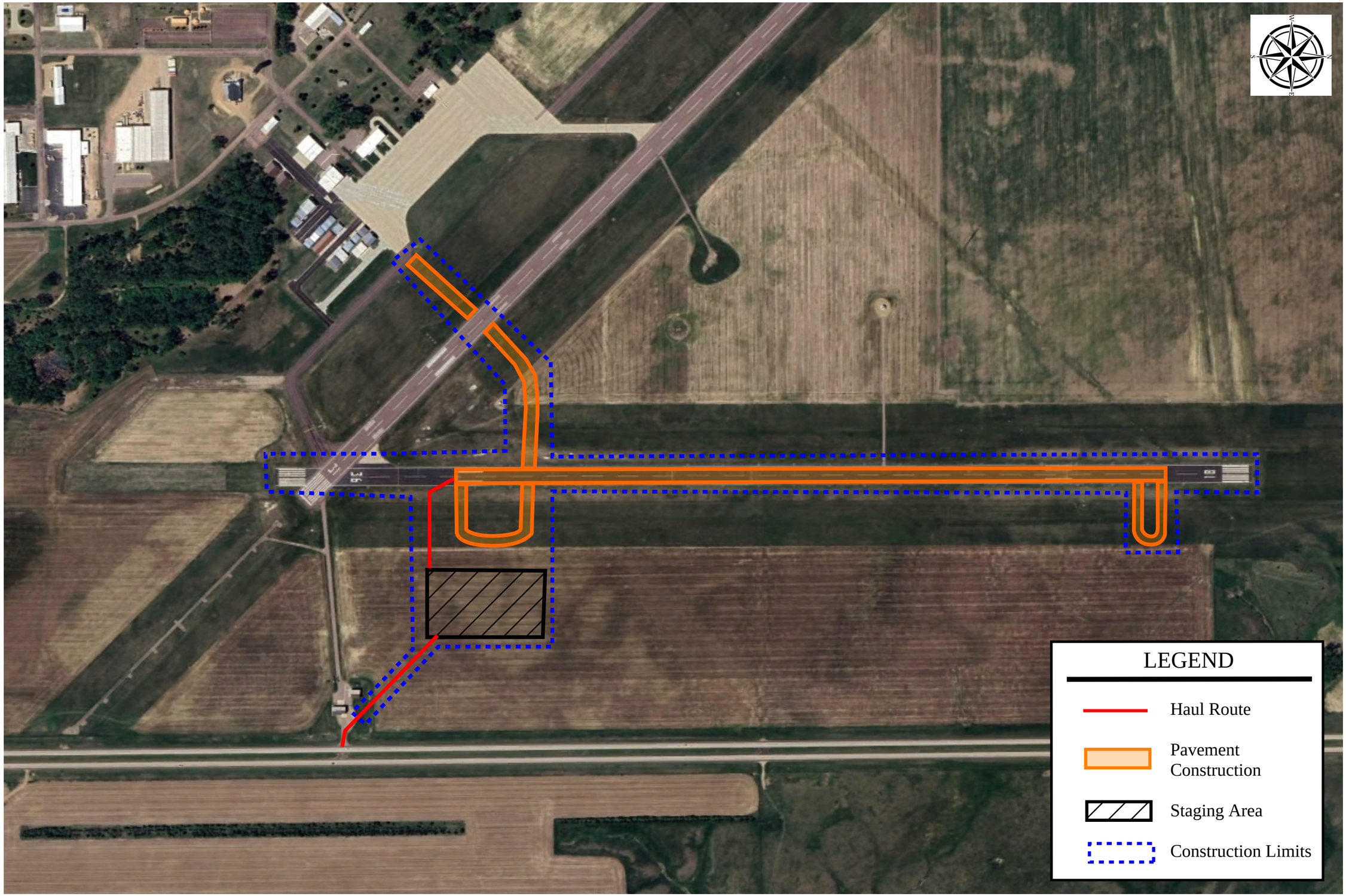
Co-Sponsor Attorney Signature Block:

Full Name	Title	Email Address	Phone Number

CC Recipient – (Read-only access to grant – will receive email and copy of grant when grant submitted and completed)

Full Name	Title	Email Address	Phone Number
Joe Schroeder	Public Works Director	joe.schroeder@cityofmitchell.gov	605-995-8433
Brooke Edgar	Project Engineer	brookee@helmsengineering.com	605-225-1212

Please note, if you need multiple Sponsor signatures, or other exceptions, please explain below:



No.	Revisions	By	App.	Date

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

416 Production St N.
P.O. Box 111,
Aberdeen, S.D. 57402
Phone: 605.225.1212
Fax: 605.225.3189
Email:
bobb@helmsengineering.com

Helms & Associates
CIVIL ENGINEERS & LAND SURVEYORS

Runway 18/36 Reconstruction
Preliminary Project Sketch

Mitchell Municipal Airport
Mitchell, SD

Drawn By:
Chk' By:
Proj. No:
Dwg. No:
VP. No:
Date:

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:	January 21, 2025	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	612-43240-42550, $21,000		
Agenda Item:	Action to Approve Agreement #A2025-11, New Landfill Monitoring Project #2025-29 with GeoTek		
Explanation/Background of Agenda Item Requested:	The Department of Environmental and Natural Resources sets the requirements for monitoring and testing of the landfill. Based off that monitoring plan, Geotek has provided a fee for their services to satisfy the testing requirements. Testing will include groundwater level monitoring and groundwater and methane sampling. Staff recommends council approval of the agreement with Geotek Engineering and Testing Services, Inc. at the estimated amount of $23,635 and grant authorization for the Mayor to sign		

GEOTEK ENGINEERING
& TESTING SERVICES, INC.
909 East 50th Street North
Sioux Falls, South Dakota 57104
Phone 605-335-5512 Fax 605-335-0773

January 14, 2025

Mitchell Regional Landfill
City of Mitchell
612 N. Main Street
Mitchell, SD 57301

Attn: Kevin Roth

Subj: Cost Proposal
2024 Annual Report & 2025 Groundwater & Methane Monitoring
Mitchell Regional Landfill
Mitchell, South Dakota
GeoTek #19-120

Introduction

This correspondence provides a cost proposal for work associated with the Mitchell Regional Landfill. The work includes completion and submittal of the 2024 Annual Report and 2025 groundwater and methane monitoring and associated activities.

The attached cost proposal includes semi-annual groundwater monitoring, statistical analysis, and completion and submittal of annual reports as required by the South Dakota Department of Agriculture and Natural Resources (DANR). The cost proposal also includes quarterly groundwater elevations and methane monitoring.

2025 Groundwater & Methane Monitoring

The DANR approved Groundwater Monitoring Plan for the Mitchell Regional Landfill requires quarterly groundwater elevations from 15 locations with nested monitoring wells. For each quarterly event, methane monitoring will also be completed at each monitoring well and the site building.

Semi-Annual groundwater sampling and analysis for the Regional Landfill is required at seven locations: MW-1s, MW-2s, MW-3s, MW-4s, MW-4m, MW-7s and MW-8.

Additional methane monitoring events may be necessary in the area of MW2s/MW-2d and the six soil gas points (SG-1 thru SG-6). The number of additional monitoring events will be dependent on the methane levels at these locations.

Scope of Work

Based on our understanding of the project, the Regional Landfill scope of work includes the following:

1. Obtain methane measurements (percent lower explosive limit (%LEL) as methane) on a quarterly basis from all site monitoring wells and site buildings.

2. Obtain water level measurements on a quarterly basis from all site monitoring wells.

3. Complete additional methane monitoring events as needed in the area of MW-2s/MW-2d and the six soil gas points (SG-1 thru SG-6). For cost estimate purposes, we have included 4 events in addition to the required quarterly events.

3. Mobilize environmental personnel to the site for two groundwater sampling events, to be completed during the 2nd and 4th Quarters. These semi-annual groundwater monitoring events will include water level measurements/methane monitoring as noted above.

   For the Regional Landfill the semi-annual groundwater samples for laboratory analysis will be collected from MW-1s, MW-2s, MW-3s, MW-4s, MW-4m, MW-7s and MW-8. Prior to sample collection, field parameters will be measured using a YSI Multi-Parameter Probe. Field measurements will include temperature, conductivity, total dissolved solids (TDS), dissolved oxygen (DO), pH and oxygen reduction potential (ORP).

   During the semi-annual monitoring events a sample will also be collected from the leachate manhole for laboratory analysis.

4. Submit collected groundwater samples from the monitoring wells and the sample from the leachate manhole to Eurofins/Test America Laboratory in Cedar Falls, Iowa for analysis of specific conductance, total dissolved solids (TDS), total organic carbon (TOC), ammonia as nitrogen (N), nitrate/nitrite as N, chlorides, sulfate, total and dissolved iron and manganese, alkalinity, sulfide, and volatile organic chemicals (Appendix I VOCs).

5. Prepare the 2024 Annual Report for the Mitchell Regional Landfill that summarizes field and analytical data and includes statistical analysis of the data. The 2024 Annual Report is to be submitted to the SD DANR by April 1, 2025.

Costs

Attachment A provides the estimated costs for the 2025 site activities at the Mitchell Regional Landfill and the preparation and submittal of the 2024 Annual Report.

Schedule

We estimate the field work for the semi-annual groundwater sampling/monitoring events (2nd and 4th

Quarters) will take approximately one day each, weather and site conditions permitting. Methane monitoring and water level measurement events for the 1st and 3rd Quarters and for any additional methane monitoring events are also expected to be completed in one day, weather permitting. Analysis of samples by the laboratory is expected to be completed approximately two to four weeks after each sampling event. We intend to complete and submit the Annual Report within the time frame required by the DANR.

Terms & Conditions

Please refer to Attachment B for the terms and conditions by which GeoTek will conduct its work.

Acceptance

If our proposal is accepted, please indicate your acceptance by signing and dating in the indicated area below and returning a copy of the proposal to our office.

Remarks

GeoTek appreciates the opportunity to provide its services for this project. If there are any questions or comments concerning this correspondence or the cost proposal, please contact our office.

Respectfully submitted,

GeoTek Engineering & Testing Services, Inc.

Keith DeLange

Keith DeLange
Sr. Project Manager

Acceptance:

Client Signature: _____

Title: _____

Printed Name: _____

Date: _____

ATTACHMENT A
Cost Estimate
2024 Annual Report & 2025 Groundwater Monitoring Activities
Mitchell Regional Landfill

DESCRIPTION	ESTIMATED UNITS	UNIT COST	EXTENSION
2024 ANNUAL REPORT			
1. Project Management	4 hours	$ 185.00	$ 740.00
2. Drafting/Tables	5 hours	$ 75.00	$ 375.00
3. Statistical Analysis	25 hours	$ 170.00	$ 4,250.00
4. Annual Report	30 hours	$ 185.00	$ 5,550.00
5. Clerical	2 hours	$ 70.00	$ 140.00
2025 GROUNDWATER & METHANE MONITORING			
1st Quarter Groundwater Elevations/Methane Monitoring			
1. Travel	2.5 hours	$ 105.00	$ 262.50
2. Mileage	150 miles	$ 0.70	$ 105.00
3. Site Time	4.5 hours	$ 105.00	$ 472.50
4. Equipment	1 event	$ 90.00	$ 90.00
2nd Quarter Semi-Annual Groundwater & Methane Monitoring			
1. Travel (2 persons)	2.5 hours	$ 200.00	$ 500.00
2. Mileage	150 miles	$ 0.70	$ 105.00
4. Site Time (2 persons)	7 hours	$ 200.00	$ 1,400.00
5. Equipment	1 event	$ 315.00	$ 315.00
3rd Quarter Groundwater Elevations/Methane Monitoring			
1. Travel	2.5 hours	$ 105.00	$ 262.50
2. Mileage	150 miles	$ 0.70	$ 105.00
3. Site Time	4.5 hours	$ 105.00	$ 472.50
4. Equipment	1 event	$ 90.00	$ 90.00
4th Quarter Semi-Annual Groundwater & Methane Monitoring			
1. Travel (2 persons)	2.5 hours	$ 200.00	$ 500.00
2. Mileage	150 miles	$ 0.70	$ 105.00
4. Site Time (2 persons)	7 hours	$ 200.00	$ 1,400.00
5. Equipment	1 event	$ 315.00	$ 315.00
2025 ADDITIONAL METHANE MONITORING (4 EVENTS)			
1. Travel	10 hours	$ 105.00	$ 1,050.00
2. Mileage	600 miles	$ 0.70	$ 420.00
3. Site Time	12 hours	$ 105.00	$ 1,260.00
4. Equipment	4 events	$ 90.00	$ 360.00
Project Management/Data Review & Entry			
1. Project Management	8 hours	$ 185.00	$ 1,480.00
2. Drafting/Tables	2 hours	$ 75.00	$ 150.00
3. Statistical Analysis	8 hours	$ 170.00	$ 1,360.00
		ESTIMATED TOTAL	**$ 23,635.00**

Note: If field work can be completed in conjunction with other projects in the area, travel & mileage costs will be pro-rated

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

SECTION 1: PROJECT INFORMATION

1.1 Client will make available to Consultant all known and all suspected documentation and information regarding existing and proposed conditions or requirements which affect the work to be performed.

1.2 Client will immediately transmit to Consultant any new information or documentation which becomes available to it or its subcontractors, so that Consultant's recommended actions can be reviewed and revised, as appropriate.

1.3 Client will designate a representative to answer questions about, and give directions regarding, the project. If the work to be performed requires the presence of Consultant's personnel on the job site, the Client will cause, upon not less than 24 hours prior notice from Consultant, a representative designated by Client to be present at the job site to answer questions about, and give directions regarding, the project.

1.4 Client releases and forever discharges Consultant from all damages, liabilities, claims, actions, injuries, costs and amounts arising out of any advice, judgement, action, or decision based on any inaccurate or incomplete documentation or information furnished by Client or other contractors or persons acting for or on behalf of Client, and Client will save, indemnify and hold Consultant harmless from and against all claims, actions liabilities, damages, injuries, costs and amounts arising out of or contributed to by such inaccurate or incomplete documentation or information.

SECTION 2: SITE LOCATION/ACCESS/PERMITS AND APPROVALS/UTILITIES

Should the services to be performed under this contract require Consultant to evaluate Client's real property, the following provisions are applicable:

2.1 The Client will determine, inform Consultant of, and be responsible for the accuracy of the property lines and markers.

2.2 Client will at all times, provide for right-of-entry of Consultant's personnel and equipment necessary to complete the work. If Client is not the owner of the job site, the Client warrants that it has obtained all necessary or appropriate easements, licenses, permits, authorizations and permission for Consultant to carry out its work on the property.

2.3 Consultant will assist Client in applying for and obtaining permits and approvals normally required by law; however, ultimate responsibility for obtaining the permits and approval remains with Client.

2.4 While Consultant will take reasonable precautions to minimize damage to property, it is understood by Client that in the normal course of the work some damage may occur. The Client shall repair any damaged property at its own cost and expense.

2.5 Client agrees to render reasonable assistance requested by Consultant to enable performance of tests and/or observations without delay or interference, and, upon request of Consultant, to provide suitable work space.

2.6 Consultant will contact utility companies using the State One-Call System. In performing its work, Consultant will take reasonable precautions to avoid damage or injury to utility structures identified and located by such utility companies.

However, Client agrees to save, indemnify and hold Consultant, its employees and agents, from and against all amounts, damages, injuries, claims, actions, costs and liabilities relative to such utility structure.

SECTION 3: SAMPLES

3.1 Consultant will retain representative nonhazardous samples for a maximum of 30 (thirty) days after submission of Consultant's report. Upon request by Client and at Client's expense, such samples can be shipped to a destination selected by Client, or Consultant can store them for an agreed upon storage charge.

3.2 Client is responsible for informing GeoTek of all known or suspected hazardous materials which are either present on the job site or submitted to Consultant. Consultant will arrange for the lawful disposal of materials such as, but not limited to, samples or drilling cuttings taken by Consultant in the course of its work. The cost of the disposal will be paid by Client.

SECTION 4: FEE PAYMENT

4.1 Client agrees to pay invoices submitted by Consultant in full within 30 days from the date that Client receives invoice. Consultant shall submit invoices monthly or at such other intervals as it deems appropriate. Invoices will include charges for testing of samples in progress, field work, project management, fees, and all other costs, expenses and taxes. A detailed itemization of charges and backup data will be provided at the Client's request for a reasonable charge.

4.2 Any invoice not paid within the terms noted above shall incur a finance charge of 1.5% per month (annual rate of 18%). In the event Consultant institutes any action to enforce its rights, or any provision of this contract, Client shall pay all costs and expenses incurred in connection therewith, including reasonable attorney fees.

4.3 Consultant reserves the right to withhold any and all written reports until payment terms are satisfied. Failure of Client to meet the terms of payment will relieve Consultant of the responsibility of completing the project. Client releases and forever discharges Consultant from all damages, liabilities, claims, actions, injuries, costs and amounts arising out of Consultant's incomplete work occasioned by Client's failure to fully and timely satisfy the payment terms herein and Client will save, indemnify and hold harmless from and against all claims, actions, liabilities, damages, injuries, costs and amounts relating to Client's failure to fully and timely satisfy the payment terms herein.

4.4 Consultant reserves the right to increase its unit fees January 1st of each year. Therefore, the unit fees that apply to this contract may be increased if the work carries over into a new year. Consultant will inform Client prior to January 1st of any fee increases.

4.5 Consultant reserves the right to charge a fuel surcharge for vehicle mileage. The surcharge will be based on the increased cost of fuel between the first week of January and time frame in which the work is performed, as available at eia.doe.gov.

SECTION 5: OWNERSHIP OF DOCUMENTS/USE OF CONSULTANT'S REPORT

5.1 All documents prepared by Consultant as instruments of service will remain the property of Consultant.

5.2 Client agrees that all reports and other work furnished to it or its agents, which are not paid for, will be returned upon demand and will not be used for any purpose.

5.3 Unless otherwise agreed, Consultant will retain all pertinent records concerning services performed for a period of at least 3 (three) years after a written report is sent.

5.4 Client may use Consultant's reports in their entirety but shall not disclose to others any portions of a report constituting less than the entire report.

SECTION 6: DISPUTES

6.1 This agreement shall be governed by, and construed in accordance with the laws of the State in which the project site is located.

SECTION 7: STORAGE TANKS

7.1 Unless otherwise agreed to in writing, Consultant's scope of service specifically excludes purging and/or inerting any storage tanks prior to removal. Client agrees that this will be the responsibility and liability of Client's removal contractor. Client is advised that tank removal and/or abandonment can be dangerous and life-threatening if proper purging and/or inerting procedures are not followed.

SECTION 8: WARRANTY

8.1 Consultant's services will be performed with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions in the county where the job site is located. No other warranty, expressed or implied, is made.

SECTION 9: LIMITATION OF LIABILITY AND INDEMNITY

9.1 Consultant will save, indemnify and hold Client harmless from, and defend Client against, any claim, loss, judgement, liability or expense for damage to any property or for the death or injury to any person caused by, or arising from, the negligent acts or omissions or willful misconduct of Consultant, its agents and employees pursuant to the performance of this Agreement.

9.2 Client will save, indemnify and hold Consultant harmless from, and defend Consultant against, any claim, loss, judgement, liability or expense for damage to any property or for the death or injury to any person caused by, or arising from, the negligent acts or omissions or willful misconduct of Client, its agents and employees, pursuant to the performance of this Agreement.

SECTION 10: INSURANCE

10.1 Consultant will carry Workers Compensation insurance as required by law. Additionally, Consultant will carry public liability and property damage insurance with a minimum limit of liability of $500,000 per occurrence and $1,000,000 aggregate. Certificates of insurance will be provided to Client upon request.

SECTION 11: TERMINATION

11.1 This contract may be terminated by either party upon 7 (seven) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if the substantial failure is remedied before expiration of the 7 (seven) days. If this contract is terminated, then Client agrees to pay Consultant promptly for all work completed to the date of termination.

11.2 If Client fails to pay Consultant within 60 (sixty) days following an invoice date, then such failure to pay shall be substantial failure to perform this contract and all duties and liabilities of Consultant under this contract can be terminated if Consultant so chooses.

11.3 If this contract is terminated prior to completion of all reports contemplated by this contract, or suspended for more than 3 (three) months, Consultant may complete analyses and records as are necessary to complete its files and may also complete a report on the services performed. Termination or suspension expenses will include direct costs of completing analyses, records and reports.

SECTION 12: ASSIGNMENT

12.1 Neither party may delegate its duties or assign its interest in this Agreement without the written consent of the other party.

SECTION 13: AMENDMENTS

13.1 This contract may be amended only by a written amendment signed by both Client and Consultant.

SECTION 14: DELAYS

14.1 If Consultant is delayed in its performance to 1) any cause beyond its reasonable control, or 2) a strike, fire, rain or other act of God, government action, action of a third party, or action or inaction of Client, then such delay shall not be considered a substantial failure to perform and the time for performance shall be extended by a period equal to the time lost by reason of delay.

SECTION 15: MISCELLANEOUS

15.1 This contract contains the entire agreement between the parties and supersedes all prior representations, promises or agreements.

15.2 Time is of the essence in the performance of the obligations required to be done by the parties hereto.

15.3 Failure of either party to insist upon the strict performance of any of the covenants or conditions of this Agreement or to exercise any right or option conferred herein in one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option, but the same shall remain in full force and effect. The doing by either party of any act or thing which it is not obligated to do hereunder shall not be deemed to impose upon it any obligation to do any such act or thing in the future or in any way change or alter any provision of this Agreement.

15.4 All notices given or required to be given hereunder shall be in writing and personally delivered or be sent by United States mail, postage prepaid, to the parties at their respective addresses first set forth above or at such other address as may be specified by notice to the other party. Date of service of such notice shall be the date on which such notice is personally delivered or deposited in the post office or postal mailbox of the United States post office department.

15.5 The headings in this Agreement have been inserted for convenient reference only and shall be ignored in its construction.

15.6 This Agreement shall bind and inure to the benefit of the parties hereto, their representatives and successors subject, however to Section 12.1 thereof.

15.7 In the event any covenant, conditions, term or provision contained herein shall be held to be invalid, illegal or unenforceable in any respect, in whole or in part, by a judgement, order or decree of any court or other tribunal of competent jurisdiction, the validity of the remaining covenants, conditions, terms and provisions contained herein, and the validity of the remaining part of any term or provision held to be partially invalid, illegal or unenforceable shall in no way be affected, prejudiced or disturbed thereby.

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 21, 2025	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	612-43240-42205, $11,500		
Agenda Item:	Action to Approve Agreement #A2025-12, Old Landfill Monitoring #2025-28 with GeoTek		
Explanation/Background of Agenda Item Requested:	The Department of Environmental and Natural Resources sets the requirements for monitoring and testing of the landfill. Based off that monitoring plan, Geotek has provided a fee for their services to satisfy the testing requirements. Testing will include groundwater level monitoring and groundwater and methane sampling. Staff recommends council approval of the agreement with Geotek Engineering and Testing Services, Inc. at the estimated amount of $11,475 and grant authorization for the Mayor to sign.		

GEOTEK ENGINEERING
& TESTING SERVICES, INC.
909 East 50th Street North
Sioux Falls, South Dakota 57104
Phone 605-335-5512 Fax 605-335-0773

January 14, 2025

City of Mitchell
612 N. Main Street
Mitchell, SD 57301

Attn: Kevin Roth

Subj: Cost Proposal
2024 Annual Report & 2025 Groundwater & Methane Monitoring
Old Mitchell Landfill
Mitchell, South Dakota
GeoTek #19-372

Introduction

This correspondence provides a cost proposal for work associated with the Old Mitchell Landfill. The work includes completion and submittal of the 2024 Annual Report and 2025 groundwater and methane monitoring and associated activities.

The attached cost proposal includes semi-annual groundwater monitoring, statistical analysis, and completion and submittal of an annual report as required by the South Dakota Department of Agriculture and Natural Resources (DANR). The cost proposal also includes quarterly groundwater elevations and methane monitoring.

2025 Groundwater & Methane Monitoring

The DANR approved Groundwater Monitoring Plan for the Old Mitchell Landfill requires quarterly groundwater elevations from the following locations: MW-2, MW-4, MW-5, MW-7, MW-11 and Middle Creek. In conjunction with each quarterly groundwater elevation event, quarterly methane monitoring will be completed at MW-2, MW-4, MW-5, MW-7, MW-11 and in each accessible site building.

Semi-Annual groundwater sampling and analysis for the Old Landfill is required at MW-4, MW-7, MW-11, and the West Creek and East Creek sample locations.

Scope of Work

Based on our understanding of the project, the Old Landfill scope of work includes the following:

1. Obtain methane measurements (percent lower explosive limit (%LEL) as methane) on a quarterly basis from the wells and site buildings noted above.

2. Obtain water level measurements on a quarterly basis from the wells noted above and from Middle Creek location.

3. Mobilize environmental personnel to the site for two groundwater sampling events, to be completed during the 2nd and 4th Quarters. These semi-annual groundwater monitoring events will include water level measurements/methane monitoring as noted above.

   For the Old Landfill the semi-annual groundwater samples for laboratory analysis will be collected from MW-4, MW-7, MW-11, West Creek and East Creek. Prior to sample collection, field parameters will be measured using a YSI Multi-Parameter Probe. Field measurements will include temperature, conductivity, total dissolved solids (TDS), dissolved oxygen (DO), pH and oxygen reduction potential (ORP).

   During the 2nd Quarter monitoring event, a sample will also be collected from the leachate manhole for laboratory analysis.

4. Submit collected groundwater samples from the monitoring wells and surface water samples from the Creek locations to Eurofins/Test America Laboratory in Cedar Falls, Iowa for analysis of specific conductance, total dissolved solids (TDS), total organic carbon (TOC), ammonia as nitrogen (N), nitrate/nitrite as N, chlorides, sulfate, total and dissolved iron and manganese, alkalinity, sulfide, biochemical oxygen demand (BOD), chemical oxygen demand (COD), methane, ethane, and volatile organic chemicals (Appendix I VOCs).

   Submit the collected leachate sample to Eurofins/Test America for analysis of the parameters listed above and also for total suspended solids (TSS), total Kjeldahl nitrogen (TKN), phenol, and 16 total metals (Sb, As, Be, Cd, Cr, Cu, Fe, Pb, Mn, Hg, Mo, Ni, Se, Ag, Tl, Zn).

5. Prepare the 2024 Annual Report for the Old Mitchell Landfill that summarizes field and analytical data and includes statistical analysis of the data. The 2024 Annual Report is to be submitted to the SD DANR by April 1, 2025.

Costs

Attachment A provides the estimated costs for the 2025 site activities at the Old Mitchell Landfill and the preparation and submittal of the 2024 Annual Report.

Schedule

We estimate the field work for the semi-annual groundwater sampling/monitoring events (2nd and 4th Quarters) and the quarterly methane monitoring and water level measurement events (1st and 3rd Quarters) will take approximately one day each, weather permitting. Analysis of samples by the laboratory is expected to be completed approximately two to four weeks after each sampling event. We intend to complete and submit the Annual Report within the time frame required by the DANR.

Terms & Conditions

Please refer to Attachment B for the terms and conditions by which GeoTek will conduct its work.

Acceptance

If our proposal is accepted, please indicate your acceptance by signing and dating in the indicated area below and returning a copy of the proposal to our office.

Remarks

GeoTek appreciates the opportunity to provide its services for this project. If there are any questions or comments concerning this correspondence or the cost proposal, please contact our office.

Respectfully submitted,

GeoTek Engineering & Testing Services, Inc.

Keith DeLange

Keith DeLange
Sr. Project Manager

Acceptance:

Client Signature: _____

Title: _____

Printed Name: _____

Date: _____

ATTACHMENT A
Cost Estimate
2024 Annual Report & 2025 Groundwater Monitoring Activities
Old Mitchell Landfill

DESCRIPTION	ESTIMATED UNITS	UNIT COST	EXTENSION
2024 ANNUAL REPORT			
1. Project Management	2 hours	$ 185.00	$ 370.00
2. Drafting/Tables	3 hours	$ 75.00	$ 225.00
3. Statistical Analysis	10 hours	$ 170.00	$ 1,700.00
4. Annual Report	14 hours	$ 185.00	$ 2,590.00
5. Clerical	2 hours	$ 70.00	$ 140.00
2025 GROUNDWATER & METHANE MONITORING			
1st Quarter Groundwater Elevations/Methane Monitoring			
1. Travel	2.5 hours	$ 105.00	$ 262.50
2. Mileage	150 miles	$ 0.70	$ 105.00
3. Site Time	3 hours	$ 105.00	$ 315.00
4. Equipment	1 event	$ 90.00	$ 90.00
2nd Quarter Semi-Annual Groundwater & Methane Monitoring			
1. Travel	2.5 hours	$ 105.00	$ 262.50
2. Mileage	150 miles	$ 0.70	$ 105.00
4. Site Time	6 hours	$ 105.00	$ 630.00
5. Equipment	1 event	$ 315.00	$ 315.00
3rd Quarter Groundwater Elevations/Methane Monitoring			
1. Travel	2.5 hours	$ 105.00	$ 262.50
2. Mileage	150 miles	$ 0.70	$ 105.00
3. Site Time	3 hours	$ 105.00	$ 315.00
4. Equipment	1 event	$ 90.00	$ 90.00
4th Quarter Semi-Annual Groundwater & Methane Monitoring			
1. Travel	2.5 hours	$ 105.00	$ 262.50
2. Mileage	150 miles	$ 0.70	$ 105.00
4. Site Time	6 hours	$ 105.00	$ 630.00
5. Equipment	1 event	$ 315.00	$ 315.00
Project Management/Data Review & Entry			
1. Project Management	6 hours	$ 185.00	$ 1,110.00
2. Drafting/Tables	2 hours	$ 75.00	$ 150.00
3. Statistical Analysis	6 hours	$ 170.00	$ 1,020.00
	ESTIMATED TOTAL		**$ 11,475.00**

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

SECTION 1: PROJECT INFORMATION

1.1 Client will make available to Consultant all known and all suspected documentation and information regarding existing and proposed conditions or requirements which affect the work to be performed.

1.2 Client will immediately transmit to Consultant any new information or documentation which becomes available to it or its subcontractors, so that Consultant's recommended actions can be reviewed and revised, as appropriate.

1.3 Client will designate a representative to answer questions about, and give directions regarding, the project. If the work to be performed requires the presence of Consultant's personnel on the job site, the Client will cause, upon not less than 24 hours prior notice from Consultant, a representative designated by Client to be present at the job site to answer questions about, and give directions regarding, the project.

1.4 Client releases and forever discharges Consultant from all damages, liabilities, claims, actions, injuries, costs and amounts arising out of any advice, judgement, action, or decision based on any inaccurate or incomplete documentation or information furnished by Client or other contractors or persons acting for or on behalf of Client, and Client will save, indemnify and hold Consultant harmless from and against all claims, actions liabilities, damages, injuries, costs and amounts arising out of or contributed to by such inaccurate or incomplete documentation or information.

SECTION 2: SITE LOCATION/ACCESS/PERMITS AND APPROVALS/UTILITIES

Should the services to be performed under this contract require Consultant to evaluate Client's real property, the following provisions are applicable:

2.1 The Client will determine, inform Consultant of, and be responsible for the accuracy of the property lines and markers.

2.2 Client will at all times, provide for right-of-entry of Consultant's personnel and equipment necessary to complete the work. If Client is not the owner of the job site, the Client warrants that it has obtained all necessary or appropriate easements, licenses, permits, authorizations and permission for Consultant to carry out its work on the property.

2.3 Consultant will assist Client in applying for and obtaining permits and approvals normally required by law; however, ultimate responsibility for obtaining the permits and approval remains with Client.

2.4 While Consultant will take reasonable precautions to minimize damage to property, it is understood by Client that in the normal course of the work some damage may occur. The Client shall repair any damaged property at its own cost and expense.

2.5 Client agrees to render reasonable assistance requested by Consultant to enable performance of tests and/or observations without delay or interference, and, upon request of Consultant, to provide suitable work space.

2.6 Consultant will contact utility companies using the State One-Call System. In performing its work, Consultant will take reasonable precautions to avoid damage or injury to utility structures identified and located by such utility companies.

However, Client agrees to save, indemnify and hold Consultant, its employees and agents, from and against all amounts, damages, injuries, claims, actions, costs and liabilities relative to such utility structure.

SECTION 3: SAMPLES

3.1 Consultant will retain representative nonhazardous samples for a maximum of 30 (thirty) days after submission of Consultant's report. Upon request by Client and at Client's expense, such samples can be shipped to a destination selected by Client, or Consultant can store them for an agreed upon storage charge.

3.2 Client is responsible for informing GeoTek of all known or suspected hazardous materials which are either present on the job site or submitted to Consultant. Consultant will arrange for the lawful disposal of materials such as, but not limited to, samples or drilling cuttings taken by Consultant in the course of its work. The cost of the disposal will be paid by Client.

SECTION 4: FEE PAYMENT

4.1 Client agrees to pay invoices submitted by Consultant in full within 30 days from the date that Client receives invoice. Consultant shall submit invoices monthly or at such other intervals as it deems appropriate. Invoices will include charges for testing of samples in progress, field work, project management, fees, and all other costs, expenses and taxes. A detailed itemization of charges and backup data will be provided at the Client's request for a reasonable charge.

4.2 Any invoice not paid within the terms noted above shall incur a finance charge of 1.5% per month (annual rate of 18%). In the event Consultant institutes any action to enforce its rights, or any provision of this contract, Client shall pay all costs and expenses incurred in connection therewith, including reasonable attorney fees.

4.3 Consultant reserves the right to withhold any and all written reports until payment terms are satisfied. Failure of Client to meet the terms of payment will relieve Consultant of the responsibility of completing the project. Client releases and forever discharges Consultant from all damages, liabilities, claims, actions, injuries, costs and amounts arising out of Consultant's incomplete work occasioned by Client's failure to fully and timely satisfy the payment terms herein and Client will save, indemnify and hold harmless from and against all claims, actions, liabilities, damages, injuries, costs and amounts relating to Client's failure to fully and timely satisfy the payment terms herein.

4.4 Consultant reserves the right to increase its unit fees January 1st of each year. Therefore, the unit fees that apply to this contract may be increased if the work carries over into a new year. Consultant will inform Client prior to January 1st of any fee increases.

4.5 Consultant reserves the right to charge a fuel surcharge for vehicle mileage. The surcharge will be based on the increased cost of fuel between the first week of January and time frame in which the work is performed, as available at eia.doe.gov.

SECTION 5: OWNERSHIP OF DOCUMENTS/USE OF CONSULTANT'S REPORT

5.1 All documents prepared by Consultant as instruments of service will remain the property of Consultant.

5.2 Client agrees that all reports and other work furnished to it or its agents, which are not paid for, will be returned upon demand and will not be used for any purpose.

5.3 Unless otherwise agreed, Consultant will retain all pertinent records concerning services performed for a period of at least 3 (three) years after a written report is sent.

5.4 Client may use Consultant's reports in their entirety but shall not disclose to others any portions of a report constituting less than the entire report.

SECTION 6: DISPUTES

6.1 This agreement shall be governed by, and construed in accordance with the laws of the State in which the project site is located.

SECTION 7: STORAGE TANKS

7.1 Unless otherwise agreed to in writing, Consultant's scope of service specifically excludes purging and/or inerting any storage tanks prior to removal. Client agrees that this will be the responsibility and liability of Client's removal contractor. Client is advised that tank removal and/or abandonment can be dangerous and life-threatening if proper purging and/or inerting procedures are not followed.

SECTION 8: WARRANTY

8.1 Consultant's services will be performed with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions in the county where the job site is located. No other warranty, expressed or implied, is made.

SECTION 9: LIMITATION OF LIABILITY AND INDEMNITY

9.1 Consultant will save, indemnify and hold Client harmless from, and defend Client against, any claim, loss, judgement, liability or expense for damage to any property or for the death or injury to any person caused by, or arising from, the negligent acts or omissions or willful misconduct of Consultant, its agents and employees pursuant to the performance of this Agreement.

9.2 Client will save, indemnify and hold Consultant harmless from, and defend Consultant against, any claim, loss, judgement, liability or expense for damage to any property or for the death or injury to any person caused by, or arising from, the negligent acts or omissions or willful misconduct of Client, its agents and employees, pursuant to the performance of this Agreement.

SECTION 10: INSURANCE

10.1 Consultant will carry Workers Compensation insurance as required by law. Additionally, Consultant will carry public liability and property damage insurance with a minimum limit of liability of $500,000 per occurrence and $1,000,000 aggregate. Certificates of insurance will be provided to Client upon request.

SECTION 11: TERMINATION

11.1 This contract may be terminated by either party upon 7 (seven) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if the substantial failure is remedied before expiration of the 7 (seven) days. If this contract is terminated, then Client agrees to pay Consultant promptly for all work completed to the date of termination.

11.2 If Client fails to pay Consultant within 60 (sixty) days following an invoice date, then such failure to pay shall be substantial failure to perform this contract and all duties and liabilities of Consultant under this contract can be terminated if Consultant so chooses.

11.3 If this contract is terminated prior to completion of all reports contemplated by this contract, or suspended for more than 3 (three) months, Consultant may complete analyses and records as are necessary to complete its files and may also complete a report on the services performed. Termination or suspension expenses will include direct costs of completing analyses, records and reports.

SECTION 12: ASSIGNMENT

12.1 Neither party may delegate its duties or assign its interest in this Agreement without the written consent of the other party.

SECTION 13: AMENDMENTS

13.1 This contract may be amended only by a written amendment signed by both Client and Consultant.

SECTION 14: DELAYS

14.1 If Consultant is delayed in its performance to 1) any cause beyond its reasonable control, or 2) a strike, fire, rain or other act of God, government action, action of a third party, or action or inaction of Client, then such delay shall not be considered a substantial failure to perform and the time for performance shall be extended by a period equal to the time lost by reason of delay.

SECTION 15: MISCELLANEOUS

15.1 This contract contains the entire agreement between the parties and supersedes all prior representations, promises or agreements.

15.2 Time is of the essence in the performance of the obligations required to be done by the parties hereto.

15.3 Failure of either party to insist upon the strict performance of any of the covenants or conditions of this Agreement or to exercise any right or option conferred herein in one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option, but the same shall remain in full force and effect. The doing by either party of any act or thing which it is not obligated to do hereunder shall not be deemed to impose upon it any obligation to do any such act or thing in the future or in any way change or alter any provision of this Agreement.

15.4 All notices given or required to be given hereunder shall be in writing and personally delivered or be sent by United States mail, postage prepaid, to the parties at their respective addresses first set forth above or at such other address as may be specified by notice to the other party. Date of service of such notice shall be the date on which such notice is personally delivered or deposited in the post office or postal mailbox of the United States post office department.

15.5 The headings in this Agreement have been inserted for convenient reference only and shall be ignored in its construction.

15.6 This Agreement shall bind and inure to the benefit of the parties hereto, their representatives and successors subject, however to Section 12.1 thereof.

15.7 In the event any covenant, conditions, term or provision contained herein shall be held to be invalid, illegal or unenforceable in any respect, in whole or in part, by a judgement, order or decree of any court or other tribunal of competent jurisdiction, the validity of the remaining covenants, conditions, terms and provisions contained herein, and the validity of the remaining part of any term or provision held to be partially invalid, illegal or unenforceable shall in no way be affected, prejudiced or disturbed thereby.

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 21, 2025	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2025-07, A Resolution Establishing Water and Sewer Rate Increases for 2025		
Explanation/Background of Agenda Item Requested:	The Council reviewed the outcome of the City's Rate Study completed by HDR Engineering at their January 30, 2023 work session. Rate increases were set for 2023 and 2024 at the March 6, 2023 council meeting. At this time, we would like to set rates for 2025 per the Rate Study. The rate increases take into account past and future projects, operations and maintenance of our system, and administrative costs. Attached is a list of projects which have been undertaken since 2019. This is not an all-inclusive list and does not include professional services. Staff recommends Council approval of the rate resolution.		

Current and Past Projects		
Sanborn Blvd Improvements Phases II and III	$ 8,098,649.57	SRF Loan
Dailey Drive Lift Station	$ 1,335,791.00	SRF Loan
East Central Phases I and II	$ 6,709,312.60	SRF Loan
West Ash Street Sewer Lining Project	$ 222,866.48	City Funded
West Water Tower Repairs	$ 1,020,738.09	SRF Loan
Loma Linda Sanitary Sewer Imp	$ 93,306.50	City Funded
Livesay Utility Improvements	$ 1,113,621.40	SRF Loan
South Rowley Water Imp	$ 29,150.00	City Funded
North Wastewater Treatment Plant	$ 15,339,983.36	SRF Loan
5th and 9th Avenue Street and Utility Imp	$ 2,669,638.00	City Funded
East 10th Avenue Street and Utility Imp.	$ 433,949.15	City Funded
Ground Storage and Water Distribution Imp	$ 13,995,260.32	SRF Loan
23rd and Ohlman Lift Station Imp	$ 1,547,214.00	SRF Loan
Ohlman Lift Station	$ 1,239,223.50	SRF Loan
North Harmon Sanitary Sewer Outfall	$ 3,229,884.25	SRF Loan
West Harmon Water Main Loop Phases I and II	$ 1,172,898.30	SRF Loan
13th and 12th Water Main Loop	$ 686,943.68	SRF Loan
Railroad and Main Sewer Imp	$ 185,216.50	City Funded
Highway 37 Utility Imp	$ 2,689,724.99	SRF Loan
5th Avenue - Burr to Foster	$ 3,675,000.00	SRF Loan
South Wastewater Treatment Plant Imp	$ 31,948,228.00	SRF Loan
6th Avenue - Lawler to Burr	$ 828,000.00	City Funded
Total	**$ 98,264,599.69**	*
Randall Rural Water Second Source	$ 68,696,973.26	Monthly Payment
Grand Total	**$ 166,961,572.95**	

*Add an additional 12% to 18% for professional services.

Resolution R2025-07

A RESOLUTION APPROVING CITY OF MITCHELL WATER & SEWER RATES FOR 2025

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

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

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

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

THEREFORE, BE IT RESOLVED, by the City Council of the City of Mitchell, SD that effective April 1, 2025 rates be approved as shown below:

Water Rates

		4/1/2025	10/1/2025
Base Rate	1" and less	$ 18.62	$ 20.50
	1 1/2"	$ 37.24	$ 41.00
	2"	$ 59.60	$ 65.60
	3"	$ 111.74	$ 123.00
	4"	$ 186.24	$ 205.00
	6"	$ 372.50	$ 410.00
Water Usage		$ 7.32	$ 8.16

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

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

Sewer Rates

		4/1/2025	10/1/2025
Residential	Base	$ 31.33	$ 32.03
	Volume	$ 4.31	$ 4.41
Non Residential	Base	$ 31.33	$ 32.03
	Volume	$ 5.39	$ 5.51
Industrial	Base	$ 31.33	$ 32.03
	Volume	$ 4.29	$ 4.39
	BOD	$ 0.94	$ 0.96
	TSS	$ 1.38	$ 1.42
	TKN	$ 5.17	$ 5.29

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

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

Adopted by the Mitchell, South Dakota City Council in regular session on the 21st day of January , 2025 with:

___ votes cast in favor of adoption,
___ votes cast against adoption,
___ votes abstaining.

_____
Jordan Hanson, Mayor

Attest:

_____
Michelle Bathke, Finance Officer

Water Rates

		2025		2026- estimated		2027- estimated	
Water Rate & Effective Date		**4/1/2025**	**10/1/2025**	**4/1/2026**	**10/1/2026**	**4/1/2027**	**10/1/2027**
Base Rate	1" and less	$ 18.62	$ 20.50	$ 22.37	$ 24.25	$ 26.12	$ 28.00
	1 1/2"	$ 37.24	$ 41.00	$ 44.74	$ 48.50	$ 52.24	$ 56.00
	2"	$ 59.60	$ 65.60	$ 71.60	$ 77.60	$ 83.60	$ 89.60
	3"	$ 111.74	$ 123.00	$ 134.24	$ 145.60	$ 156.84	$ 168.10
	4"	$ 186.24	$ 205.00	$ 223.74	$ 242.50	$ 261.24	$ 280.00
	6"	$ 372.50	$ 410.00	$ 447.50	$ 485.00	$ 522.50	$ 560.00
Water Usage		$ 7.32	$ 8.16	$ 8.44	$ 8.73	$ 8.81	$ 8.90

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

$1.78/month/user	DW 02	Water Storage Tank
$.85/month/user	DW 05	West Water Tower Repairs
$10.30/month/user	DW 06	New Water tower & Improvements (ground storage tank and mixing/pump station)
$1.94/month/user	DW 07	Water Distribution Improvements (13th & 12th Water Loop, Highway 37 utilties, W. Harmon Water Main)

Sewer Rates

		2025		2026- estimated		2027- estimated	
Sewer Rate & Effective Date		**4/1/2025**	**10/1/2025**	**4/1/2026**	**10/1/2026**	**4/1/2027**	**10/1/2027**
Residential	Base	$ 31.33	$ 32.03	$ 32.67	$ 33.31	$ 33.81	$ 34.31
	Volume	$ 4.31	$ 4.41	$ 4.49	$ 4.59	$ 4.65	$ 4.73
Non Residential	Base	$ 31.33	$ 32.03	$ 32.67	$ 33.31	$ 33.91	$ 34.41
	Volume	$ 5.39	$ 5.51	$ 5.61	$ 5.73	$ 5.81	$ 5.90
Industrial	Base	$ 31.33	$ 32.03	$ 32.67	$ 33.31	$ 33.91	$ 34.41
	Volume	$ 4.29	$ 4.39	$ 4.47	$ 4.57	$ 4.63	$ 4.71
	BOD	$ 0.94	$ 0.96	$ 0.98	$ 1.00	$ 1.02	$ 1.03
	TSS	$ 1.38	$ 1.42	$ 1.44	$ 1.48	$ 1.50	$ 1.52
	TKN	$ 5.17	$ 5.29	$ 5.39	$ 5.50	$ 5.58	$ 5.67

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

$8.05/month/user	CW-05	Sanborn Phase II
$3.70/month/user	CW-06	East Central Drainage Phase I
$.99/month/user	CW-07	East Central Drainage Phase II
$1.11/month/ user	CW-08	Daily Drive Lift Station
$11.60/month/user	CW-09	Waste Water Treatment Plant Improvements- Phase I
$.77/month user	CW-12	Livesay Improvements
$3.47/month/user	CW-11	Collection System Improvements (23rd & Ohlman Lift Station, Highway 37 utiltiies, N. Harmon and Airport Lift Station, Ohlman &S.Harmon Lift Station)
$9.36/month/ user	CW-10	Waste Water Treatment Plant Improvements- Phase II

Historical Rate Changes

	Water				Sewer			
	Base		Unit		Base		Unit	
Sep-93					$ 4.00		$ 0.90	
Nov-93	$ 3.00		$ 0.90					
1994								
1995								
Jan-96			$ 1.05	17%				
1997			$ 1.25	19%				
Jan-98			$ 2.85	128%				
1999			$ 2.55	-11%				
Sep-00								
2001								
2002								
Jun-03					$ 5.00	25%		
Oct-04							$ 1.15	28%
2005								
2006								
Sep-07							$ 1.25	9%
Nov-08			$ 2.70	6%			$ 1.50	20%
Nov-09							$ 1.55	24%
2010								
Nov-11							$ 1.70	10%
Oct-12							$ 1.90	12%
2013								
2014								
Jan-15			$ 3.00	11%			$ 2.94	55%
Oct-16			$ 3.10	3%				
2017								
Apr-18			$ 3.90	26%				
Mar-19	$ 5.00	67%			$ 10.75	115%	$ 3.11	6%
Sep-20	$ 5.97	19%	$ 4.15	6%	$ 13.30	24%		
May-21	$ 9.21	54%			$ 20.01	50%		
Aug-22					$ 22.01	10%	$ 3.40	9%
Jun-23	$ 13.00	41%	$ 5.10	23%	$ 29.05		$ 4.00	18%
Jan-24	$ 13.94	51%	$ 6.48	27%	$ 29.45	34%	$ 4.05	1%
Apr-24	$ 14.88	6.7%	$ 6.48	0%	$ 29.85	1%	$ 4.10	1%
Jul-24	$ 15.82	6%	$ 6.48	0%	$ 30.25	1%	$ 4.16	1%
Oct-24	$ 16.75	6%	$ 6.48	0%	$ 30.65	1%	$ 4.22	1%
Apr-25	$ 18.62	11%	$ 7.32	13%	$ 31.33	2%	$ 4.26	1%
Oct-25	$ 20.50	10%	$ 8.16	11%	$ 32.03	2%	$ 4.31	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

Meeting Date Requested:	January 21, 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 Approve Resolution #R2025-04, Plat of Lot 3 of Haley Addition in Government Lot 4 of the NW 1/4 of Section 3, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lot 3 of Haley Addition in Government Lot 4 of the NW 1/4 of Section 3, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Michael & Jean Haley Joint Revoc Trust. Planning Commission motioned to approve; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 01-13-25.		

RESOLUTION #R2025-04

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 13th day of January, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 21st day of January, 2025.

_____

MAYOR

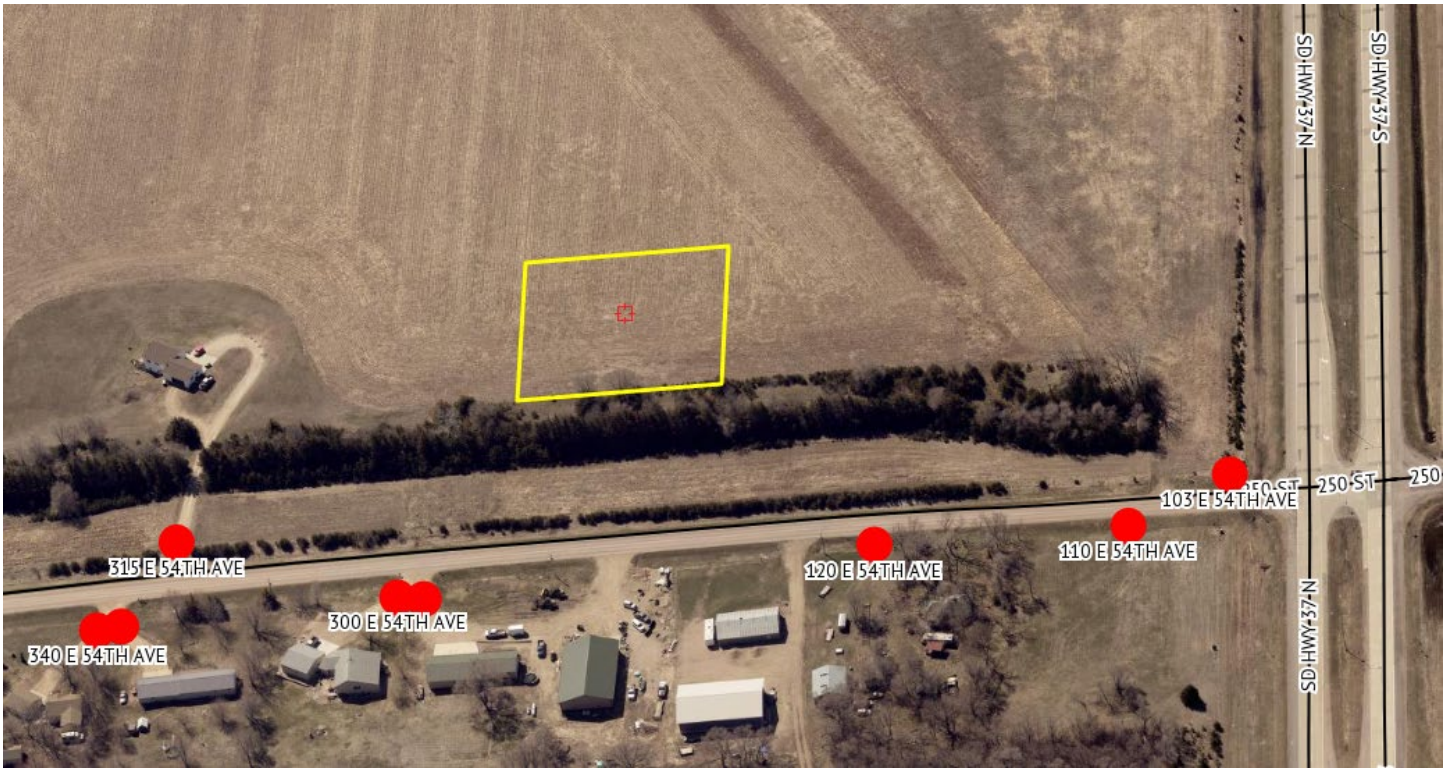
ATTEST:

_____

FINANCE OFFICER

{SEAL}

Henery & Patrica Flack
Colette Stadlman
Colette Stadlman
Cynthia & Douglas Symes
240
300
320
340
110
120
E 54TH AVE
103
315
20' Easement
Michael & Jean Haley Joint Revoc Trust
SD HWY 37
Lot 3
+/- 1 Acre
Future Lot 2
+/- 1.17 Acre
Michael & Jean Haley Joint Revoc Trust


SD HWY 37 N
SD HWY 37 S
250 ST
250
103 E 54TH AVE
110 E 54TH AVE
120 E 54TH AVE
315 E 54TH AVE
300 E 54TH AVE
340 E 54TH AVE
SD HWY 37 N

1 Inch = 100 Feet

LEGEND

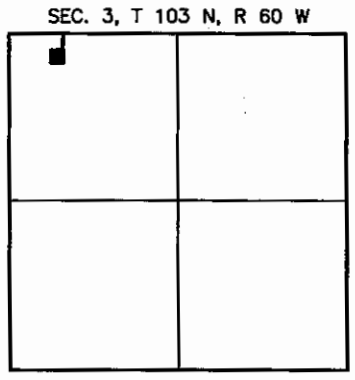
- ● = FOUND IRON MONUMENT
- O = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- □ = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- ■ = FOUND NAIL
- ◇ = SET 3/8" x 12" SPIKE W/WASHER JAW-13714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

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

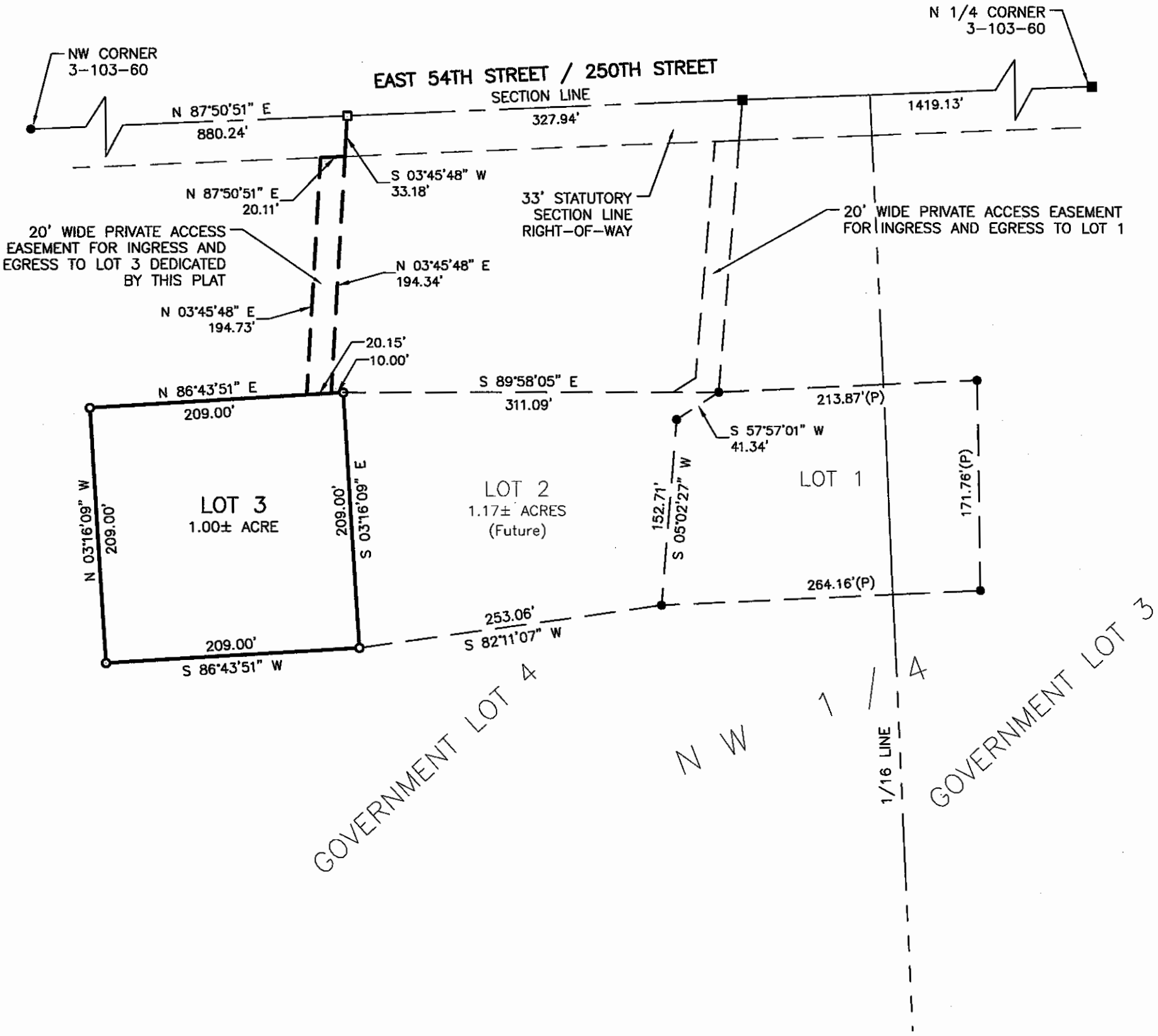
COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE, STATE PLANE – NORTH AMERICAN DATUM 1983 – GEOID 18. GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT. EASEMENTS OF RECORD WERE NOT RESEARCHED AND ARE NOT SHOWN UNLESS OTHERWISE NOTED.

SEC. 3, T 103 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'



A PLAT OF LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of Michael D. Haley and Jean M. Haley, Trustees of the Michael D. Haley and Jean M. Haley Joint Revocable Living Trust dated the 26th day of March, 2018, and under their direction for purposes indicated therein, I did on or prior to December 6, 2024, survey those parcels of land described as follows: LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 23RD day of December, 2024.

Registered Land Surveyor #SD13714

REGISTERED LAND SURVEYOR
REG. NO. 13714
JEREMY A. WOLBRINK
SOUTH DAKOTA
12-23-24

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, hereby certify that we are the Trustees of the Michael D. Haley and Jean M. Haley Joint Revocable Living Trust dated the 26th day of March, 2018, and that said Trust is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at our request and under our direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and we hereby dedicate to the public, for public use forever as such, the streets and alleys, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said Lot 3 shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists East 54th Street / 250th Street; furthermore this plat dedicates a private access easement for ingress and egress as shown. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of December, 2024.

_____
Michael D. Haley, Trustee of the Michael D. Haley and Jean M. Haley Joint Revocable Living Trust dated the 26th day of March, 2018

_____
Jean M. Haley, Trustee of the Michael D. Haley and Jean M. Haley Joint Revocable Living Trust dated the 26th day of March, 2018

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 20_____, before me, _____, the undersigned officer, personally appeared Michael D. Haley and Jean M. Haley, Trustees of the Michael D. Haley and Jean M. Haley Joint Revocable Living Trust dated the 26th day of March, 2018, known to me or satisfactorily proven to be the persons described in the foregoing instrument, and acknowledged to me that they executed the same in the capacity therein stated and for the purposes therein contained..

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

_____
Notary Public, South Dakota
My Commission Expires:_____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 20_____.

_____
Chairperson/Vice-Chairperson of Mitchell City Planning Commission

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 20_____; and

WHEREAS, it appears from an examination of the plat of LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 20_____.

_____
Finance Officer/Deputy Finance Officer of City of Mitchell

REGISTERED LAND SURVEYOR
REG. NO.
13714
JEREMY A.
WOLBRINK
SOUTH DAKOTA

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Davison County, South Dakota, has been submitted to the County Planning Commission of the said County of Davison, South Dakota; and

WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Davison, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the County Planning Commission of Davison County, South Dakota, that the plat of LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Davison, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the County Planning Commission of Davison County, South Dakota, at a meeting thereof held on the _____ day of _____, 20_____.

_____
Chairperson/Vice-Chairperson of Davison County Planning Commission

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Davison County, South Dakota, that the plat of LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Dated this _____ day of _____, 20_____.

_____
Chairperson/Vice-Chairperson, Board of County Commissioners of Davison County

AUDITOR'S CERTIFICATE

I do hereby certify that the above resolution was adopted by the Board of County Commissioners of Davison County, South Dakota, at a regular meeting held on _____, 20_____, approving the above-named plat.

_____
Auditor/Deputy Auditor of Davison County

CERTIFICATE OF HIGHWAY AUTHORITY

The location of the existing approach(es) is hereby approved. Any change in the location of the existing approach(es) shall require additional approval.

By:_____ Title:_____ Date:_____
Highway Authority

REGISTERED LAND SURVEYOR
13714
JEREMY A. WOLBRINK
SOUTH DAKOTA
12-23-24

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

CERTIFICATE OF COUNTY TREASURER

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

_____ _____
Treasurer/Deputy Treasurer of Davison County Date

DIRECTOR OF EQUALIZATION

I hereby certify that a copy of the plat of LOT 3 OF HALEY ADDITION IN GOVERNMENT LOT 4 OF THE NW 1/4 OF SECTION 3, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

_____ _____
Director of Equalization/Deputy Director of Equalization of Davison County Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 20_____, at _____, and recorded in Book _____ of Plats on Page

_____ therein and recorded on Microfilm Number _____.

_____ By_____
Register of Deeds, Davison County Deputy

REGISTERED LAND SURVEYOR
13714
JEREMY A.
WOLBRINK
SOUTH DAKOTA
12-23-24

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	January 21, 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 Approve Resolution #R2025-06, Plat of Lots A, B, and C of Depot Second Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lots A, B, and C of Depot Second Addition to the City of Mitchell, Lying in the NE 1/4 of the SE 1/4 of Section 21, and in the NW 1/4 of the SW 1/4 of Section 22, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Palace Brewing LLC. Planning Commission motioned to approve; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 01-13-25.		

RESOLUTION #R2025-06

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 13th day of January, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOTS A, B, AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21, AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOTS A, B, AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21, AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 21st day of January, 2025.

_____

MAYOR

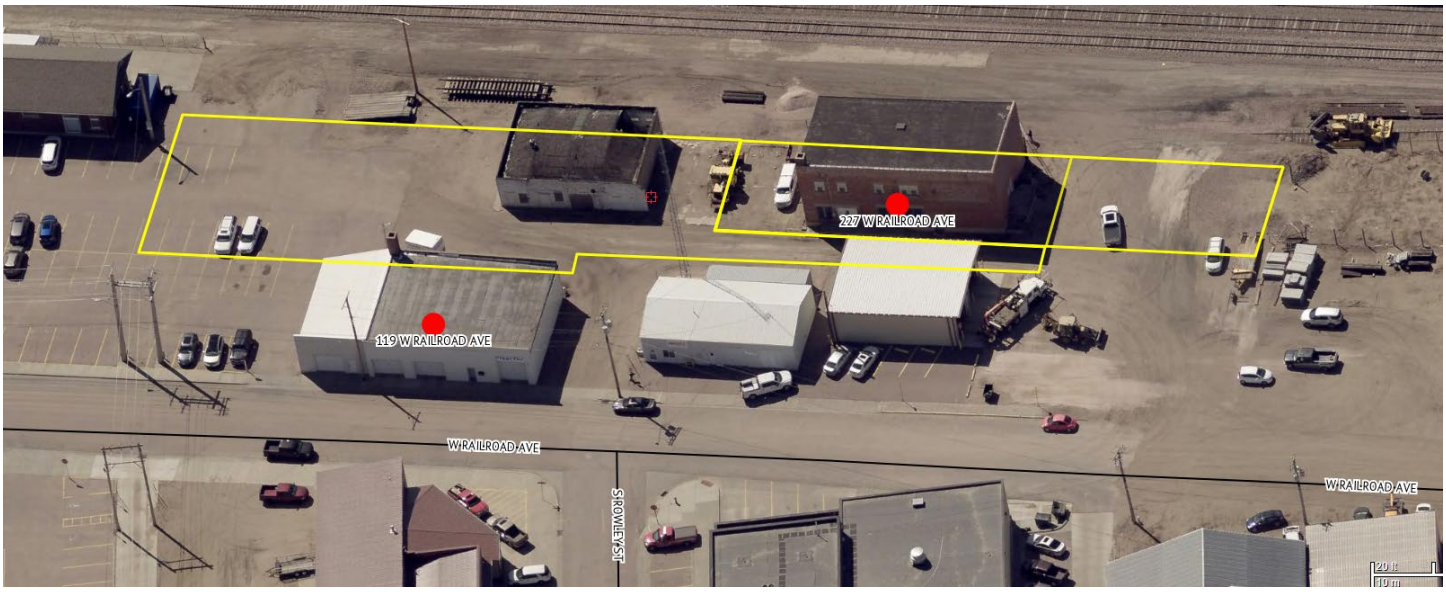
ATTEST:

_____

FINANCE OFFICER

{SEAL}

W RAILROAD AVE
S ROWLEY ST
119
Lot A
+/- 4,382 Sq Ft
Lot B
+/- 6,344 Sq Ft
Lot C
+/- 18,014 Sq Ft


227 W RAILROAD AVE
119 W RAILROAD AVE
W RAILROAD AVE
S ROWLEY ST
W RAILROAD AVE

1 Inch = 60 Feet

LEGEND

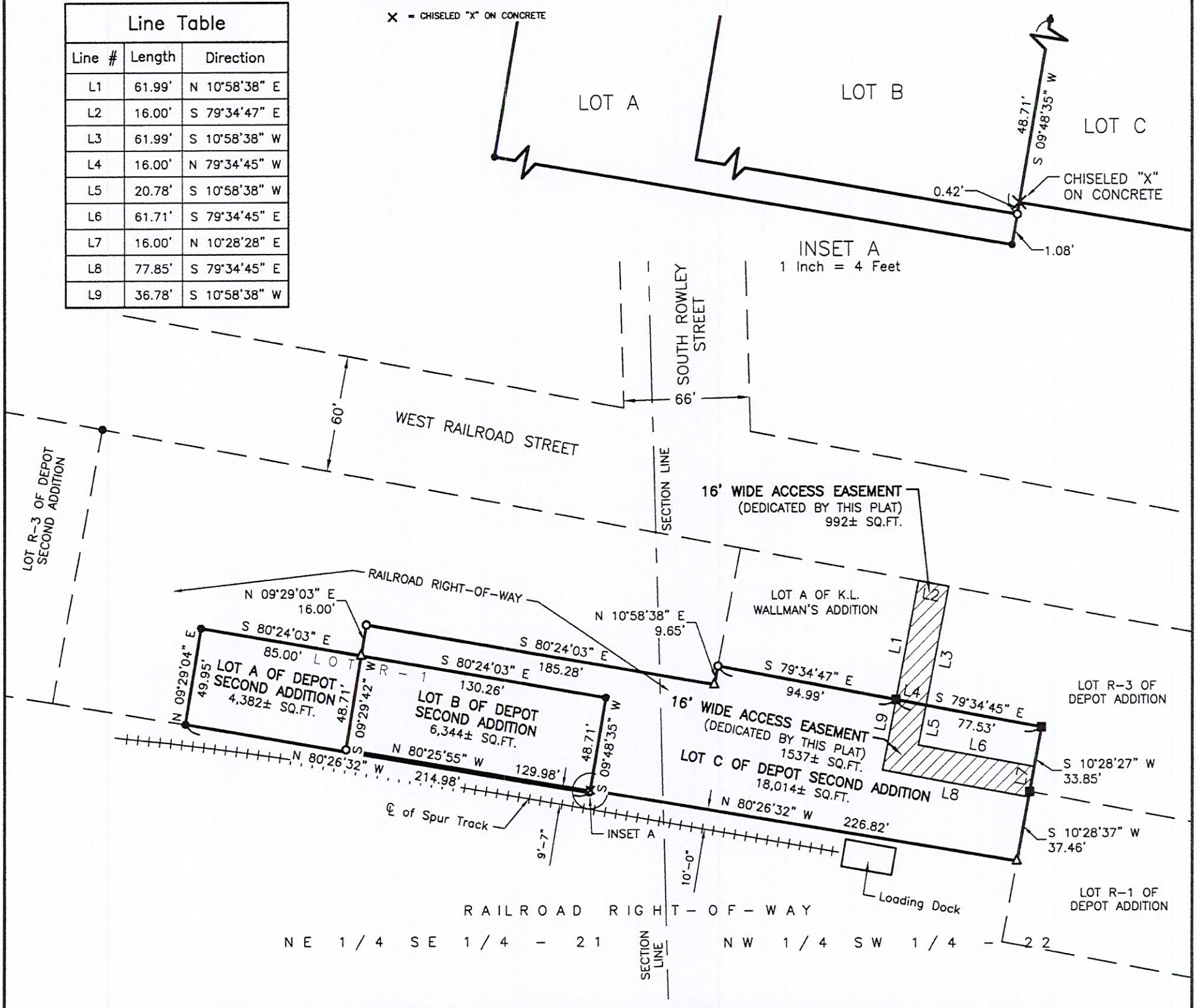
- ● = FOUND IRON MONUMENT
- ○ = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- □ = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- ■ = FOUND NAIL
- ◇ = SET 3/8" x 3" SPIKE W/WASHER JAW-13714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

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

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE, STATE PLANE - NORTH AMERICAN DATUM 1983 - GEOID 18. GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT. EASEMENTS OF RECORD WERE NOT RESEARCHED AND ARE NOT SHOWN UNLESS OTHERWISE NOTED.

Line Table		
Line #	Length	Direction
L1	61.99'	N 10°58'38" E
L2	16.00'	S 79°34'47" E
L3	61.99'	S 10°58'38" W
L4	16.00'	N 79°34'45" W
L5	20.78'	S 10°58'38" W
L6	61.71'	S 79°34'45" E
L7	16.00'	N 10°28'28" E
L8	77.85'	S 79°34'45" E
L9	36.78'	S 10°58'38" W



A PLAT OF LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of the owners as listed in the Owner's Certificate, Dedication and Agreement of Protection of Water, and under their direction for purposes indicated therein, I did on or prior to August 8, 2024, survey the parcels of land described as follows: LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate previously platted LOT R-1 OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE SE 1/4 OF SECTION 21, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 21 ON PAGE 39.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of _____, 2024.

REGISTERED LAND SURVEYOR
REG. NO. 13714
JEREMY A. WOLBRINK
SOUTH DAKOTA

_____
Registered Land Surveyor #SD13714

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that BNSF Railway Company, Palace Brewing LLC and the City of Mitchell, hereby certify that they are the owners of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at the request of BNSF Railway Company, Palace Brewing LLC and the City of Mitchell, and under their direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and that development of the land included within the boundaries of said Lots A, B and C shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists West Railroad Avenue. The City of Mitchell shall dedicate the access easement within Lot R-3 of Depot Addition to provide access for ingress and egress from West Railroad Avenue to Lot C of Depot Second Addition. Access to Lots A and B of Depot Second Addition shall be provided on documents separate from this plat as deemed necessary. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections, conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

This plat does hereby vacate previously platted LOT R-1 OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE SE 1/4 OF SECTION 21, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 21 ON PAGE 39.

IN WITNESS WHEREOF, I have hereunto set my hand this 5 day of December, 2024.

BNSF Railway Company, the current owner of the railroad right-of-way which includes proposed Lot C of Depot Second Addition

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS)
)SS
COUNTY OF TARRANT)

On this, the 5th day of December, 2024, before me, Cathy Tidwell Benton, the undersigned officer, personally appeared Cory Hutchings, Director Real Estate of BNSF Railway Company, and that _____, as such Director Real Estate, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Director Real Estate.

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

Notary Public, TEXAS (State)
My Commission Expires: Feb 22, 2027

CATHY TIDWELL BENTON
Notary ID #5532257
My Commission Expires
February 22, 2027

REGISTERED LAND SURVEYOR
13714
JEREMY A. WOLBRINK
SOUTH DAKOTA
11-25-24

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

IN WITNESS WHEREOF, I have hereunto set my hand this 11 day of December, 2024.

Tim Bottum, Member of Palace Brewing LLC,
a South Dakota Limited Liability Company, the current owner of
previously platted Lot R-1 of Depot Second Addition

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the 11th day of December, 2024, before me, Sherry Kirby, the undersigned officer, personally appeared Tim Bottum, and that he, as such Member of Palace Brewing LLC, a South Dakota Limited Liability Company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Palace Brewing LLC, a South Dakota Limited Liability Company, by himself as a Member of Palace Brewing LLC, a South Dakota Limited Liability Company.

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

Notary Public, South Dakota
My Commission Expires: 11-26-2026

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

Jordan Hanson, Mayor, City of Mitchell, South Dakota,
a South Dakota municipal corporation, the owner of Lot R-3
of Depot Addition

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2024, before me, _____, the undersigned officer, personally appeared Jordan Hanson, of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as Mayor.

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

Notary Public, South Dakota
My Commission Expires:_____

REGISTERED LAND SURVEYOR
13714
JEREMY A.
WOLBRINK
SOUTH DAKOTA
11-25-24

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned does hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

_____
Chairperson/Vice Chairperson of the City of Mitchell
Planning Commission

RESOLUTION OF CITY COUNCIL

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

WHEREAS, it appears from an examination of the plat of LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned does hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2024.

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

CERTIFICATE OF COUNTY TREASURER

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

_____ _____
Treasurer/Deputy Treasurer of Davison County Date

DIRECTOR OF EQUALIZATION

The undersigned does hereby certify that a copy of the plat of LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in this office.

_____ _____
Director of Equalization/Deputy Director of Equalization of Davison County Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2024, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

_____ By_____
Register of Deeds, Davison County Deputy

REGISTERED LAND SURVEYOR
REG. NO.
13714
JEREMY A.
WOLBRINK
SOUTH DAKOTA
11-25-24

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	January 21, 2025	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-43120-42526, $1,200		
Agenda Item:	Action to Approve Resolution #R2025-05, Bridge Inspections for 2025 with Brosz Engineering		
Explanation/Background of Agenda Item Requested:	This is an Annual Bridge Resolution we do with the Department of Transportation (DOT). The DOT sets the bridges to be inspected, and the DOT pays for 80% and City pays for 20%. The Public Works Department recommends we select Brosz Engineering as our consultant for the inspections. Brosz Engineering has played a vital part to our community with past history in Bridge Inspections, Bridge Grants and Design and Inspection in Bridge Replacement Projects. Staff recommends council approve and authorize the Mayor to sign on their behalf. This year there are four bridges on the list for inspection: Canal Bridge on West Side of Lake Mitchell - Roadway Bridge (12 Months) Sanborn Boulevard at Dry Run Creek Concrete Box Culvert (24 Months) Sanborn Boulevard Bridge over Dry Run Creek - Roadway Bridge (24 Months) Foster Street Bridge over Dry Run Creek - Roadway Bridge (24 Months)		

RESOLUTION #R2025-05
BRIDGE REINSPECTION
PROGRAM RESOLUTION
FOR USE WITH SDDOT RETAINER CONTRACTS

WHEREAS, 23 CFR 650, Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

THEREFORE, the City of Mitchell is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The City requests SDDOT to hire Brosz Engineering Inc. (Consulting Engineers) for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this 21st day of January 2025, at Mitchell, South Dakota.

_____
Mayor

ATTEST:

_____
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 21, 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 #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 21, 2025	**Requested By:**	Stephanie Ellwein

Desired Action of City Council:	Action to Approve Resolution #R2025-03: A Resolution amending the 2025 Compensation Plan for the City of Mitchell
Amount Budgeted in current fiscal year for this item (if applicable):	
Agenda Item:	Action to Approve Resolution #R2025-03, A Resolution Amending the 2025 Compensation Plan for the City of Mitchell
Explanation/Background of Agenda Item Requested:	The enclosed resolution will approve two changes to the City of Mitchell Compensation & Classification Plan for FY 2025. Each change is detailed below. **Fire Department:** The resolution would eliminate the Fire Marshall position from the City of Mitchell while creating an Assistant Chief of Fire/EMS position. The Fire Marshall position is currently vacant, so this will be an internal promotion opportunity. The City is also in the process of updating City Code to remove references to the Fire Marshall position. Instead those duties previously done by the Fire Marshall will be done as directed by the Fire Chief. Some of those duties will be absorbed into the Assistant Chief position. The Assistant Chief will be a management position that will assist with leadership support, training & development, emergency response, resource management and will be a valuable position for succession planning. **Park Department:** This change will eliminate an administrative secretary position that is vacant due to a retirement. Instead, an additional park specialist will be hired that will be focused at Lake Mitchell.

RESOLUTION #R2025-03

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:

Dept	Job Title	Wage Grade	FLSA Status
FD	Assistant Chief of Fire/EMS	23	E
~~FD~~	~~Fire Marshal~~	~~21~~	~~E*~~
PR	Parks Specialist (~~6~~ 7 FTE)	12	N
~~PR~~	~~Administrative Secretary~~	~~10~~	~~N~~

Approved this _____ day of _____, _____.

Signed: _____
Mayor, City of Mitchell

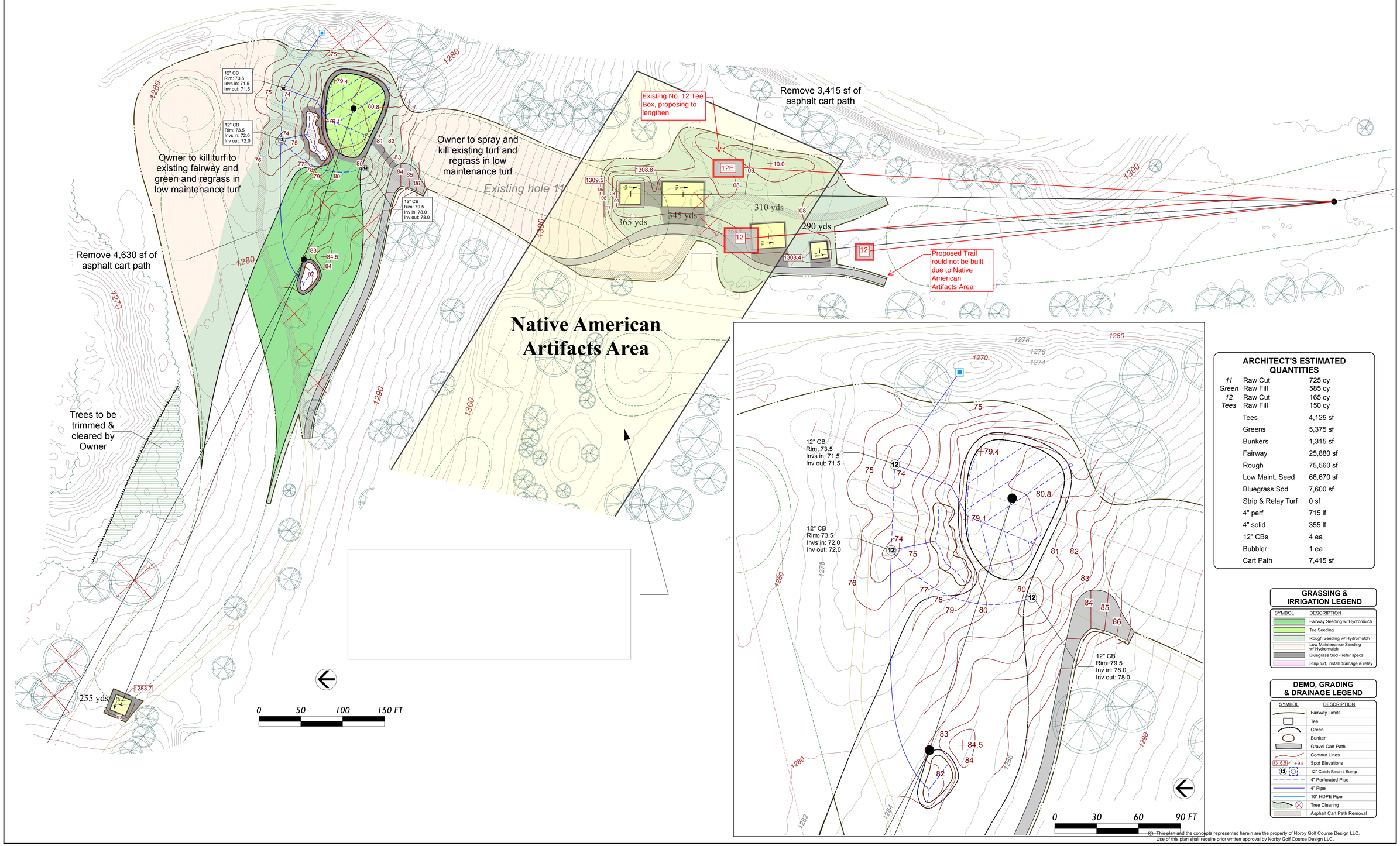
ATTEST: _____
Finance Officer, City of Mitchell

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 21, 2025	**Requested By:**	Kevin Nelson
Desired Action of City Council:	None		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Update on Plans to Present to SHPO for Approval of Future Golf Course Improvement Project		
Explanation/Background of Agenda Item Requested:	In 2024, improvements had been planned and budgeted for this area of the golf course. However, in taking the required steps of first contacting the South Dakota State Historical Society, to inform them of our plans, they indicated that what we were planning would not be permitted due to the proximity to and existence of historical artifacts. Thus, we are required to submit a modified plan that will meet their approval before any permission will be granted by them to pursue future improvements in this area of Lakeview. Attached is an overview of said hopeful improvements.		



ARCHITECT'S ESTIMATED QUANTITIES

11	Raw Cut	725 cy
Green	Raw Fill	585 cy
12	Raw Cut	165 cy
Tees	Raw Fill	150 cy
	Tees	4,125 sf
	Greens	5,375 sf
	Bunkers	1,315 sf
	Fairway	25,880 sf
	Rough	75,560 sf
	Low Maint. Seed	66,670 sf
	Bluegrass Sod	7,600 sf
	Strip & Relay Turf	0 sf
	4" perf	715 lf
	4" solid	355 lf
	12" CBs	4 ea
	Bubbler	1 ea
	Cart Path	7,415 sf

GRASSING & IRRIGATION LEGEND

SYMBOL	DESCRIPTION
	Fairway Seeding w/ Hydromulch
	Tee Seeding
	Rough Seeding w/ Hydromulch
	Low Maintenance Seeding w/ Hydromulch
	Bluegrass Sod - refer specs
	Strip turf, install drainage & relay

DEMO, GRADING & DRAINAGE LEGEND

SYMBOL	DESCRIPTION
	Fairway Limits
	Tee
	Green
	Bunker
	Gravel Cart Path
	Contour Lines
1316.5 +9.5	Spot Elevations
12	12" Catch Basin / Sump
	4" Perforated Pipe
	4" Pipe
	10" HDPE Pipe
	Tree Clearing
	Asphalt Cart Path Removal

© This plan and the concepts represented herein are the property of Norby Golf Course Design LLC.
Use of this plan shall require prior written approval by Norby Golf Course Design LLC.

Lakeview Golf Course
3300 N Ohlman St. • Mitchell, SD 57301

City of Mitchell
SOUTH DAKOTA

Golf Course Architect:
NORBY Golf Course Design
131 Highland Drive
Carver, MN 55315
(952) 361-0644
email: Kevin@NorbyGolf.com
web: NorbyGolfDesign.com

REGISTERED LANDSCAPE ARCHITECT
REG. NO. 40604
KEVIN NORBY
SOUTH DAKOTA

I hereby specify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered Landscape Architect under the laws of the State of South Dakota.

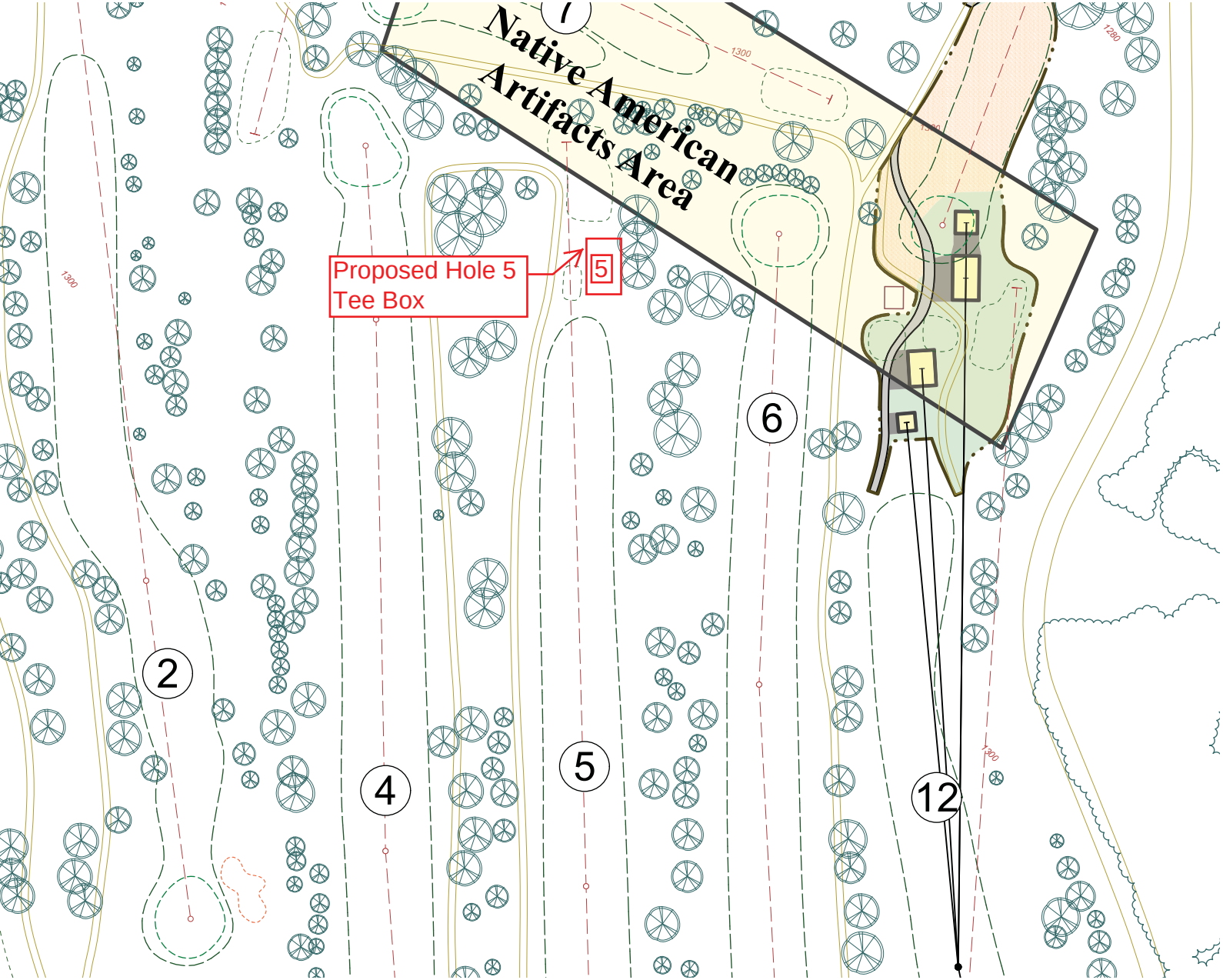
Date: 06/17/2023 Registration #: 40604

Lakeview Golf Course 2023 Golf Course Improvement Project

May 4, 2023
Revisions:
7/17/23 Removed alternates from bid set

Holes 11 & 12

2


Native American Artifacts Area
Proposed Hole 5 Tee Box
5
1
2
4
5
6
12
1300
1280