



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

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Word of Life**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Department Reports**
 - D. MADC Quarterly Report**
 - E. Purchase of Bobcat Toolcat and Angle Broom Attachment from Pfeifer Implement via Sourcewell Contract**
 - F. Purchase of Indoor Playground for the Rec Center via Sourcewell Contract**
 - G. Authorization to Apply for the 2026 SD Office of Highway Safety Grant for Speed and Seat Belt Enforcement**
 - H. Authorization to Apply for the 2026 SD Office of Highway Safety Grant for Alcohol Task Force**
 - I. Change Order #2 to Soukup Construction, Inc. for Marina & Jetty Improvements Project #2023-3**
 - J. Change Order #3 to WS Construction Management, LLC for Mitchell Landfill Recycling Building Project #2021-30**
 - K. Pay Estimates**
 - L. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer**
- 6. Motion To Approve, Request Public Comment, Roll Call**
- 7. Citizens Input**
If you need to address the Mayor and members of the City Council on an item that was not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will

be considered but no action will be taken at this time.

8. **Mayor & City Council Discussion Items**
9. **BOARD OF ADJUSTMENT: Entertain a Motion For The City Council To Recess And Sit As The Board Of Adjustment**
 - A. **Hearing and Action on an Application for Jensen Capital & Development LLC-Conditional Use Permit**

Jensen Capital & Development LLC has applied for a conditional use permit for multi-family dwellings; located at the SE corner of E Spruce St and Urbana Dr, legally described as Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned HB Highway Oriented Business District.
 - B. **Hearing and Action on an Application for Doug & Heidi Gehrke-Variance Permit**

Doug & Heidi Gehrke have applied for a variance permit for an attached accessory building of 4,600 square feet vs 2,000 square feet; located at 304 N Mattie St, legally described as Lot 4 of D. & D. Long's First Addition, a subdivision of Irregular Tract No. 3 in the Northeast Quarter (NE 1/4) of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota. The said real 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. **Action to Award Bid for Rock Chips Project #2025-10**
12. **Action to Award Bid for Petroleum Products Project #2025-13**
13. **Action to Approve Agreement #A2025-30, Mitchell Corn Palace Service Agreement**
14. **Action to Approve Agreement #A2025-31, Solid Waste Management Program Grant for Purchase of Tractor-Scraper at Landfill with the South Dakota Department of Agriculture and Natural Resources**
15. **Action to Approve Agreement #A2025-32, Real Estate Purchase West of Landfill with Jim River Ridge Farms**
16. **Action to Approve Resolution #R2025-28, Plat of Lot 7, Block 6 of Woodland Heights First Addition**
17. **Action to Approve Resolution #R2025-29, Plat of Lot 10, Block 5, of Woodland Heights First Addition**
18. **Action to Approve Resolution #R2025-30, Plat of Lot 1 of Olinger Addition in the SW 1/4 of Section 33, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota**
19. **Action to Approve Resolution #R2025-27, Vacation of Public Rights-of-Way, a portion of Winsor St**
20. **First Reading on Ordinance #O2025-04, Providing for Staggering of Mayoral and City Council Elections**
21. **Motion to Enter into Executive Session According to SDCL 1-25-2 (4) Negotiations**

and (3) Legal

22. 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**

**April 7, 2025
6:00 P.M.**

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

ABSENT: Tim Goldammer

PRESIDING: Mayor Jordan Hanson

AGENDA:

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

- a. City Council Minutes
 - 1. City Council March 17, 2025
 - 2. Work Session March 31, 2025
- b. Committee Reports
 - 1. Planning Commission February 24, 2025
 - 2. Planning Commission March 24, 2025 (unsigned)
 - 3. Library Board November 19, 2024
- c. Raffle Permits
 - 1. Mitchell Music Boosters with the drawing to be held on April 29, 2025
 - 2. Mitchell Women's Softball with the drawing to be held on June 1, 2025
 - 3. Big Friend Little Friend with the drawing to be held on July 14, 2025
 - 4. Area Community Theatre with the drawing to be held on May 12, 2025
- d. Purchase of 32 Glock pistols for the Police Department
- e. Purchase of 2025 Ford F150 Responder Pursuit Pickup off of state bid pricing
- f. Agreement A2025-28, Purchase Agreement with Axon Enterprise
- g. Authorize submitting grant application to Game, Fish and Parks for Recreational Trail Program
- h. Authorize Resolution #R2025-22, Grant Application to South Dakota Game Fish & Parks
Land and Water Conservation Fund seeking matching funding toward playground for Jennewein Park
- i. Authorize application for Palace Transit Section 5311 & Title IIIB grant funding
- j. Authorize application for Homeland Security Grant for 3 gas detectors for the Fire Department
- k. Special Event Permit Application for Corn Palace Shrine Circus from Sunday, April 27 through Thursday, May 1, 2025
- l. Special Event Permit Application for Mitchell Main Street & Beyond 1st Fridays on Main on May 2, June 6, July 4, and September 5, 2025

- m. Special Event Permit Application for Mitchell Main Street & Beyond 2nd Saturdays on Main on June 14, July 12, August 9, and September 13, 2025
- n. Special Event Permit Application for Mitchell Main Street & Beyond Memorial Weekend in Mitchell on Saturday, May 24, 2025
- o. Special Event Permit Application for Heart & Sole Cancer Walk on Friday, June 13, 2025
- p. Special Event Permit Application for Corn Palace Stampede Rodeo Parade on Saturday, July 19, 2025
- q. Special Event Permit Application for Mitchell Main Street & Beyond Oktoberfest/301 Rodz & Ridez Car Show on Saturday, September 20, 2025
- r. Special Event Permit Application for 301 Rodz & Ridez Car Show on Saturday, September 20, 2025
- s. Special Event Permit Application for Mitchell Main Street & Beyond Parade of Lights on Tuesday, December 2, 2025
- t. Volunteer Board Appointments
 - 1. Appoint Elizabeth Luczak to the Historic Preservation Commission to fill an unexpired term to run April 2025-June 2027
 - 2. Appoint Christie Gunkel to the Corn Palace board to fill an unexpired term to run April 2025-September 2026
- u. Change Order #1 for 23rd Avenue Lift Station Project #2022-03 increasing the contract amount by \$21,700.00 to Halme Inc adjust contract amount to \$1,568,914.00
- v. Change Order #2 for 23rd Avenue Lift Station Project #2022-03 increasing the contract amount by \$30,228.00 to Halme Inc adjust contract amount to \$1,599,142.00
- w. Change Order #1 for Ohlman & South Harmon Lift Station Project #2023-13 increasing the contract amount by \$1,600.00 to Halme Inc adjust contract amount to \$1,240,823.50
- x. Pay Estimates April 7, 2025
 - Pay Estimate #54 in the amount of \$8,242.90 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group
 - Pay Estimate #37 in the amount of \$18,025.31 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering
 - Pay Estimate #18 in the amount of \$1,020.50 for Livesay Lane Utility Improvements #2021-25 contracted to Infrastructure Design Group
 - Pay Estimate #8 in the amount of \$111,322.42 for Recycling Building #2021-30 contracted to WS Construction Management
 - Pay Estimate #8 in the amount of \$1,156,249.76 for Wastewater Treatment Plant-Phase II #2022-01 contracted to John T. Jones Construction
 - Pay Estimate #3 in the amount of \$246,942.22 for 23rd & Ohlman Lift Station #2022-03 contracted to Halme Inc.
 - Pay Estimate #19 in the amount of \$4,012.32 for 23rd & Ohlman Lift Station #2022-03 contracted to SPN & Associates
 - Pay Estimate #21 in the amount of \$3,075.00 for 1st/7th & Main Traffic Signals #2022-08 contracted to HR Green
 - Pay Estimate #2 in the amount of \$36,565.00 for 1st/7th & Main Traffic Signals #2022-08 contracted to Traffic Control Corporation

Pay Estimate #8 in the amount of \$141,619.11 for 3rd & Main Streetscape #2022-26 contracted to Schoenfelder Construction

Pay Estimate #6 in the amount of \$384,979.96 for Jetty & Marina Improvements #2023-03 contracted to Soukup Construction

Pay Estimate #22 in the amount of \$10,802.50 for Jetty & Marina Improvements #2023-03 contracted to Brosz Engineering

Pay Estimate #21 in the amount of \$35,665.28 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to SPN & Associates

Pay Estimate #7 in the amount of \$371,899.71 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to Halme Inc.

Pay Estimate #10 in the amount of \$378.75 for Hitchcock Pickleball Courts #2023-14 contracted to SPN & Associates

Pay Estimate #11 in the amount of \$4,182.27 for Hitchcock Pickleball Courts #2023-14 contracted to SPN & Associates

Pay Estimate #18 in the amount of \$7,336.36 for Ohlman & South Harmon Lift Station #2023-16 contracted to SPN & Associates

Pay Estimate #3 in the amount of \$778,885.20 for Ohlman & South Harmon Lift Station #2023-16 contracted to Halme Inc.

Pay Estimate #9 in the amount of \$1,475.00 for West End Bridge #2023-23 contracted to Brosz Engineering

Pay Estimate #1 in the amount of \$3,750.00 for Lake Mitchell Tornado Shelter #2023-33 contracted to GeoTek

Pay Estimate #2 in the amount of \$9,618.00 for Lake Mitchell Tornado Shelter #2023-33 contracted to LL Jirsa, Architect

Pay Estimate #6 in the amount of \$414.75 for Water Distribution System Model #2024-37 contracted to AE2S

Pay Estimate #1 in the amount of \$24,054.65 for North Ohlman to Kemper #2025-01 contracted to SPN & Associates

Pay Estimate #2 in the amount of \$5,508.56 for 1st Avenue-Burr to Foster #2025-06 contracted to SPN & Associates

Pay Estimate #1 in the amount of \$4,032.99 for Cadwell Park Infield Improvements #2025-23 contracted to SPN & Associates

y. 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 MARCH 2, 2025 – MARCH 15, 2025: City Council \$3,735.28, Mayor \$1,614.57, City Administrator \$6,841.52, Administrative Boards \$2,442.65, Attorney \$5,601.88, Finance \$15,165.45, Human Resources \$4,601.43, Municipal Building \$5,874.32, Information Technology \$3,453.08, Police \$93,644.91, Traffic \$5,449.96, Fire \$43,252.01, Street \$35,238.54, Public Works \$26,452.19, Cemetery \$5,625.62, Library \$17,224.25, Recreation & Aquatics \$6,970.95, Recreation Center \$18,325.41, Sports Complexes \$10,711.94, Parks \$13,967.33, Supervision \$4,418.10, E911 \$24,312.11, Palace Transit \$32,859.38, JVCC \$2,125.86, Nutrition \$4,800.79, Airport \$2,669.37, Water Distribution \$16,535.87, Sewer \$15,142.78, Recycling Program \$7,249.07, Waste Collection

\$7,476.51, Landfill \$9,866.90, Corn Palace \$21,523.66, Golf Course \$5,514.45, Emergency Medical Services \$43,220.33

PAYROLL MARCH 16, 2025 – MARCH 29, 2025: City Council \$3,735.28, Mayor \$1,614.57, City Administrator \$6,691.52, Administrative Boards \$2,442.65, Attorney \$5,601.88, Finance \$14,756.46, Human Resources \$4,601.44, Municipal Building \$5,484.66, Information Technology \$3,453.08, Police \$89,965.50, Traffic \$4,918.85, Fire \$40,483.71, Street \$34,570.81, Public Works \$26,452.18, Cemetery \$5,806.17, Library \$17,136.29, Recreation & Aquatics \$7,397.10, Recreation Center \$18,963.01, Sports Complexes \$10,601.73, Parks \$13,961.23, Supervision \$4,418.10, E911 \$21,995.27, Palace Transit \$33,026.52, JVCC \$2,221.71, Nutrition \$4,804.66, Airport \$2,669.37, Water Distribution \$17,058.11, Sewer \$15,607.48, Recycling Program \$7,314.28, Waste Collection \$7,404.56, Landfill \$11,638.49, Corn Palace \$19,104.35, Golf Course \$5,309.60, Emergency Medical Services \$39,634.03

NEW HIRES:

CEMETERY: Abraham Gunnare-\$13.20

GOLF: Riley Hansen-\$12.70, Kenneth Skinner-\$20.00

LIBRARY: Quincy Salmen-\$23.615

PALACE TRANSIT: Tyson Sprinkel-\$22.04

POLICE: Shanden Reiners-\$29.636

RECREATION CENTER: Rachel Kelderman-\$11.50

SALARY ADJUSTMENTS:

EMS: Mason Bruns-\$24.937

FIRE: Matthew Geidel-\$23.505, Brandon Manchester-\$26.464

MVP: Amy Hurt-\$31.775

PALACE TRANSIT: Donald Trebil-\$24.330

PARKS: Lewis Bruske-\$25.060

POLICE: Sawyer Gibson-\$39.479

WASTE WATER: Eugene Wagaman-\$40.674

TERMINATIONS:

CORN PALACE: Jaylyn Sheesley, Addison Sprinkel

LANDFILL: Leo Paul Roy

WARRANTS: A-Ox Welding Supply, Supplies-\$1,830.47; Aaron Hieb, Reimbursement-\$45.00; Abigail Squier, Travel-\$124.12; Advanced Engineering and Environmental Services, 2024-37 P.E. #6-\$414.75; Advantage Auto Glass, Repair-\$50.00; AFLAC, Aflac Withholding-\$9,903.60; AFSCME Council 65, Union Dues-\$1,041.20; AIA, Supplies-\$229.22; Alex Dagen, Reimbursement-\$45.00; Amazon Capital Services, Supplies-\$2,783.33; American Garage Door, Repair-\$660.82; American Outlaws Wrestling, Sports Authority Promo-\$750.00; Andrew Schneider, Reimbursement-\$45.00; Andrew Shank, Training-\$126.00; Arctic Refrigeration, Repair-\$112.00; Area Community Theatre, 2025 Allocation-\$21,250.00; AT&T Mobility, Utilities-\$1,017.22; AT&T Mobility, Utilities-\$1,108.43; Austin Resick, Reimbursed-\$124.96; Avera Occupational Medicine, Screenings-\$1,166.00; Avera Occupational Medicine, Labs-\$109.80; Avera Queen of Peace, Supplies-\$523.77; Bailey Metal Fabricators, Supplies-\$601.08; Baker & Taylor, Books-\$112.57; Barco Municipal Products, Supplies-\$1,194.00; Barco Products, Supplies-\$1,844.32; Barr Engineering, 2021-20 P.E. #PH2-37-\$18,025.31; Beacon Athletics, Supplies-\$3,337.00; Big Daddy D's, Contract Services-\$9,101.10; Brad Gates, Reimbursement-\$45.00; Brady Andera, Reimbursement-\$45.00; Brian Daughters, Reimbursement-\$45.00; Brosz Engineering, 2023-23 P.E. #9-\$12,277.50; C&B Operations, Supplies-\$136.16; Carquest Auto Parts, Supplies-\$637.11; Central Electric, Utilities-\$1,763.03; Chad Cody, Reimbursement-\$45.00; CHR Solutions, Mailing Service-\$3,768.35; CHS Farmers Alliance, Supplies-\$4,753.85; City of Mitchell, Employee Banquet-\$830.20; City of Mitchell, Golf Course Deductions-\$1,662.42; City of Mitchell, Recreation Deductions-\$2,475.12; City of Mitchell, Supplies-\$2,000.00; CK Bicycles & Locks, Supplies-\$36.00; Cole Palmer, Reimbursed-\$88.00; Column Software, Advertising-\$914.07; Connor Davis, CDL-\$344.00; Core & Main, Supplies-\$15,307.66; Core-Mark, Supplies-\$4,850.29; Corn Palace, Corn Palace Games-\$4,759.70; Corsica Stickney School District, Corn Palace Games-\$4,382.22; County Fair, Gift Cards-\$576.34; Craig Stucky, Reimbursement-\$45.00; Creative Safety Supply, Supplies-\$651.36; Dakota Fluid Power, Supplies-\$825.63; Dakota Pump, Supplies-\$391.88; Dakota Supply Group, Supplies-\$1,579.84; Dan Hauser, Bid #3 Roof Repair-\$8,400.00; Dan London, Reimbursement-\$45.00; Dan Pollreisz, Reimbursement-\$45.00; Dave Sietsema, Reimbursement-\$45.00; Davison County Register of Deeds-\$13.00; Delta Dental Plan of South Dakota, Dental Insurance-\$17,132.40; Department of Agriculture, Solid Waste-\$3,887.55; Department of Social Services, Child Support-\$719.08; Dicks Towing, Maintenance-\$320.00; Doug Cunningham, Reimbursement-\$45.00; Dr. Matthew Schafer, Contract Service-\$1,500.00; Elfstrand's Ace Hardware, Supplies-\$546.95; Elliott Equipment, Supplies-\$1,847.55; Environmental Equipment & Service, Supplies-\$136.50; Eric Hieb, Contract Services-\$10,068.73; ETix, Ticketing Fees-\$60.55; Fastenal, Supplies-\$12.99; Federal Signal Corporation, Supplies-\$867.00; First National Bank Omaha, Loan Payment-\$11,342.68; Fisher Scientific, Supplies-\$819.45; Fleetpride, Supplies-\$2,078.74; Flowbird America, Service-\$69.00; Foreup Golf Software, Supplies-\$1,731.00; Frontier Precision, Supplies-\$543.60; Full Source, Supplies-\$657.25; Galls, Supplies-\$169.77; Geotek Engineering & Testing, 2023-33 P.E. #1-\$3,750.00; Grainger, Supplies-\$466.94; H&H Electric & Motor Repair, Supplies-\$1,300.00; Halme, 2022-3 P.E. #3-\$1,397,727.13; Hawkins, Supplies-

\$70.00; Henry Schein, Supplies-\$913.66; Hillyard/Sioux Falls, Supplies-\$135.36; Howes Oil, Supplies-\$17,266.66; HR Green, 2022-8 P.E. #21-\$3,075.00; Identisys, Supplies-\$375.00; Infrastructure Design Group, 2020-20 P.E. #54-\$12,492.75; Ingram Library Services, Books-\$869.43; Innovative Office Solution, Supplies-\$301.67; Interstate All Battery Center, Supplies-\$31.50; Interstate Office Products, Supplies-\$93.25; Iverson, Repair-\$1,228.64; Jamie Henkel, Reimbursement-\$45.00; Janice Peterson, Banquet-\$80.00; Jaylon Tollefson, Reimbursement-\$45.00; Jeff Hanson, Reimbursement-\$45.00; Jesse Schlingen, Reimbursement-\$45.00; Joe Dolezal, Reimbursement-\$45.00; Joe Galpin, Reimbursement-\$45.00; Joe Schroeder, Reimbursement-\$45.00; Joelle Dammann, Reimbursement-\$45.00; John Hegg, Reimbursement-\$56.24; John T Jones Construction, 2022-1 P.E. #8-\$1,156,249.76; Jon Thurman, Reimbursement-\$45.00; Jon Vermeulen, Reimbursement-\$45.00; Jones Supplies, Supplies-\$2,824.54; Jordon Sehnert, Reimbursement-\$30.00; Joseph King, Reimbursement-\$45.00; Kathy Hanks, Reimbursement-\$45.00; Kevin Devries, Reimbursement-\$45.00; Kevin Dykes, Reimbursement-\$45.00; Kevin Kenkel, Reimbursement-\$45.00; Kevin Roth, Reimbursement-\$45.00; Kevin Sibson, Reimbursement-\$45.00; Knights of Columbus, Special Olympics-\$1,500.00; Krohmer Plumbing, Repair-\$67.42; L.L. Jirsa, Architect, 2023-33 P.E. #2-\$9,618.00; Lakeview Veterinary Clinic, Management Fee-\$900.00; Larry's I-90 Service, Supplies-\$160.84; Lawson Products, Supplies-\$99.80; Leighton Family Farms, Supplies-\$700.00; Lewis Family Drug, Supplies-\$33.96; Liz Kitchens, Banquet Prize-\$394.00; M&T Fire and Safety, Supplies-\$1,344.25; Make it Mine Designs, Supplies-\$129.00; Mason Bruns, Trailing-\$88.00; McLeod's Printing, Supplies-\$760.50; Melissa Hobaugh, Reimbursement-\$45.00; Menard's, Supplies-\$1,794.52; Michael Leach, Reimbursement-\$45.00; Michelle Bathke, Reimbursement-\$45.00; Microsoft, Subscription-\$910.00; Mid States Audio, Supplies-\$55,497.38; Midcontinent Communication, Utilities-\$116.01; Midwest Turf & Irrigation, Supplies-\$369.57; Millennium Recycling, Contract-\$632.80; Minnesota Valley Testing, Lab Fees-\$2,147.00; Miscellaneous Vendor, Erickson, Olynn Refund-\$3.66; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Iron & Supply, Supplies-\$119.32; Mitchell Local 4166, Training-\$2,700.00; Mitchell Plumbing & Heating, Maintenance-\$1,718.77; Mitchell Rotary Club, Dues-\$40.00; Mitchell School District, Corn Palace Games-\$9,215.05; Mitchell United Way, United Way-\$342.00; Motorola Solutions, Supplies-\$27,816.65; Mueller Lumber, Supplies-\$184.60; Muth Electric, Maintenance-\$3,791.78; NRPA, 2025 Dues-\$180.00; Napa Central, Supplies-\$460.43; Nate Hegg, Reimbursement-\$45.00; Newvision Security, Alarm Monitoring-\$227.00; Nolan Tegels, Reimbursement-\$45.00; Northwest Pipe Fittings, Supplies-\$4,120.95; Northwestern Energy, Utilities-\$55,067.36; Optilegra, Vision Plan Deductions-\$259.84; Panther, Supplies-\$555.00; Pepsi Cola, Supplies-\$976.35; Peterbilt of Sioux Falls, Supplies-\$1,308.99; Pfeifer Implement, Maintenance-\$3,065.92; Pioneer Designs, Professional Service-\$340.00; Pioneer Manufacturing, Supplies-\$1,176.85; Prairieland Awning Canvas, Repair-\$86.50; Premier Pest Control, Service-\$745.00; Prevention Magazine, Subscription-\$150.00; Qualified Presort Service, Postage-\$367.79; Rinker Materials, Supplies-\$615.21; Robert McCardle, Reimbursement-\$45.00; Roger Prewett II, Reimbursement-\$45.00; Ron's Saw Sales, Supplies-\$132.48; Runnings Supply, Supplies-\$1,297.61; Ryland Devries, Reimbursement-\$45.00; S&M Printing, Supplies-\$449.00; Sanitation Products, Supplies-\$574.19; Schoenfelder Construction, 2022-26 P.E. #8-\$141,619.11; Scholastic Library Publish, Books-\$423.56; South Dakota Federal Property Agency, Supplies-\$256.00; South Dakota Municipal League, Travel-\$60.00; South Dakota Public Assurance Alliance, Insurance-\$11,956.68; South Dakota Retirement System, Retirement Contributions-\$129,462.86; South Dakota-Supplemental Retirement, Supplemental Retirement-\$21,159.42; South Dakota-Supplemental Roth

457, Roth 457 Contributions-\$4,295.00; South Dakota Waste Water-Registration-\$180.00; Shawn Lachnit, Reimbursement-\$30.00; Sherwin-Williams, Supplies-\$686.54; Sign Solutions USA, Supplies-\$315.78; Soukup Construction, 2023-3 P.E. #6-\$384,979.96; SPN & Associates, 2022-3 P.E. #19-\$85,171.08; Stan Houston Equipment-\$147.80; Standard Insurance, Life Insurance-\$2,729.60; Standard Insurance, Life Insurance-\$436.07; Staples, Supplies-\$283.53; Stephanie Ellwein, Reimbursement-\$45.00; Steve Anderson, Reimbursement-\$45.00; Streicher's Minneapolis, Supplies-\$2,076.34; Sturdevants Auto Value, Supplies-\$1,089.67; Subway, Meals-\$26.97; Sun Gold Sports, Supplies-\$334.00; Teamsters Local No. 120, Union Dues-\$1,711.00; Teleflex, Supplies-\$1,100.00; Terry Johnson, Reimbursement-\$45.00; The Safe Place of Eastern South Dakota, Allocation-\$5,000.00; Thomas Gullede, Reimbursement-\$45.00; Thomas Holleman, Reimbursement-\$45.00; Thomas Schuman, Reimbursement-\$45.00; Thune True Value & Appliance, Supplies-\$601.41; Tiffany Boehmer, Reimbursement-\$37.50; Titan Machinery Mitchell, Supplies-\$112.00; TMA Stores, Supplies-\$671.83; Traffic Control, Maintenance-\$45,690.00; Transource, Supplies-\$1,670.93; Transwest Sioux Falls, Supplies-\$779.98; Travis Hohrman, Reimbursement-\$350.00; Tripp Delmont Armour Schools, Corn Palace Games-\$1,636.40; Tristian Johnson, Reimbursement-\$32.00; Turfwerks, Maintenance-\$945.77; Tyler Vetch, Reimbursement-\$45.00; Tylor Peterson, Reimbursement-\$45.00; Van Wall Equipment, Supplies-\$489.45; Verizon Wireless, Utilities-\$340.19; Vessco, Supplies-\$1,994.95; Vestis, Mat Cleaning-\$575.96; Walmart/Capital One, Supplies-\$323.13; Wanda Graves, Reimbursement-\$45.00; Watertown Wholesale, Supplies-\$187.01; WS Construction Management, 2021-30 P.E. #8-\$111,322.42; Zach Dalrymple, Reimbursement-\$45.00; Zimco Supply, Supplies-\$14,089.25; South Department of Revenue, Sales Tax Payment-\$19,212.06; Wage Works, Flex Spending-\$16,542.29; Wellmark of South Dakota, Administration, Prescription, Medical-\$248.824.12

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

CITIZENS INPUT:

Elizabeth Luczak of Mitchell Main Street & Beyond thanked the City Council for granting the Special Event Permits for 2025.

Fire Chief Dan Pollreisz invited City Council to Joe Dolezal's retirement party on Friday, April 18th at the department. Pollreisz also stated the ATV project is complete and will be at Iverson's on Wednesday.

UPDATE:

Mike Lauritsen and Johanna Allen of the Mitchell Area Development Corporation gave an update on Mitchell's 2025 Community of the Year Award.

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of Michael Larson for a conditional use permit for two family dwellings on his parcel located at 408 North Foster Street, legally described as Lot 9 except the South 7' of the East 86', Block 1, Bridle Acres Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District. The Planning Commission recommended approval of said application. Moved by Sabers, seconded by Smith, to approve said application. McCardle opposed. Motion carried.

Moved by Bathke, seconded by Tjarks, to set date for April 21, 2025 on the application of Jensen Capital & Development LLC for a conditional use permit for multi-family dwellings located at the SE corner of East Spruce Street and Urbana Drive, legally described as Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. Motion carried.

Moved by McCardle, seconded by Barington, to set date for April 21, 2025 on the application of Doug and Heidi Gehrke for a variance for an attached accessory building of 4,600 square feet vs 2,000 square feet located at 304 North Mattie Street, legally described as Lot 4 of D. and D. Long's First Addition, a subdivision of Irregular Tract No. 3 in the NE ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., 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.

UPDATE:

Fire Chief Dan Pollreis and Amy Storm updated the City Council on the proposed Ambulance District for Davison and Hanson counties. The election is scheduled for April 22nd.

HEARING:

It was advised that this is the date and time set for hearing on the application to transfer RB-25873 Retail (on-off sale) Malt Beverage & SD Farm Wine License from Kareem Inc dba IMart Stores USA, 512 South Sanborn Blvd to 727 Inc dba FREEDOM Mitchell, 512 South Sanborn Blvd. (The license will be inactive and video lottery is not included.) Notice of hearing has been given and affidavit of publication is on file. Moved by McCardle, seconded by Barington, to approve said application. Motion carried.

AWARD BID:

Bids were opened and read on Revenue Producing Hangar AIG #3-46-037-033-2025 on the 19th day of March, 2025. Moved by McCardle, seconded by Bathke, to award contingent upon receipt of an FAA grant offer, as follows:

REVENUE PRODUCING HANGAR AIG #3-46-037-033-2025

Pro Contracting, PO Box 673, Mitchell, SD 57301

Bid Schedule A	\$105,371.19
Bid Schedule B	\$829,442.60
Bid Schedule A1	\$53,163.30
Bid Schedule B1	\$231,517.52
Bid Schedule B2	\$37,469.46
Bid Schedule B3	\$14,363.29
 Total Bid	 \$1,271,327.36

Motion carried.

CONSIDER APPROVAL:

Moved by Sabers, seconded by Bathke, to approve the Special Event Permit Application for Your Town Tour featuring Neil McCoy on Friday, April 25, 2025. Motion carried.

Moved by Smith, seconded by Barington, to postpone the City Pilot Program for School Age Students for Summer of 2025. Motion carried.

Agreement #A2025-23, Purchase Agreement for 301 North Main Property has been withdrawn by the seller.

Moved by McCardle, seconded by Sabers, to approve Agreement #A2025-25, Corn Palace Railings and ADA Seating Project #2025-18 with Ciavarella Design in an amount not to exceed \$3,700.00. Motion carried.

Moved by Barington, seconded by Smith, to approve Agreement #A2025-26, Purchase Agreement for Joramo Property in the East 1100 and 1200 blocks of 1st Avenue in the amount of \$1,000,000.00. Motion carried.

Moved by McCardle, seconded by Barington, to approve Agreement #A2025-27, AIP Grant Application with FAA for Revenue Producing Hangar. Motion carried.

Moved by Sabers, seconded by Barington, to approve Agreement #A2025-29, Purchase Agreement with Toyne for a Fire Engine in the amount of \$758,624.48 made in 3 payments over 3 years. Motion carried.

RESOLUTION:

Moved by Tjarks, seconded by Smith, to approve Resolution #R2025-19, Plat of Lots 2 and 3 of Block 2 of Maui Farms Second Addition, as follows:

RESOLUTION #R2025-19

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 24th day of March, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOTS 2 AND 3 OF BLOCK 2 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 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 2 AND 3 OF BLOCK 2 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Sabers, seconded by McCardle, to approve Resolution #R2025-20, Plat of Lot 1 of Tract M, Wild Oak Golf Club Addition in the Southeast ¼ of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2025-20

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 24th day of March, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Robert D. Kummer, 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 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY,

SOUTH DAKOTA, as prepared by Robert D. Kummer, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Smith, seconded by Sabers, to approve Resolution #R2025-21, Plat of Lots 1, 2, & 3 of Tract 3, Backlund Addition in the Northwest ¼ and Southwest ¼ of Section 24, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2025-21

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 24th day of March, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOTS 1, 2 & 3 OF TRACT 3, BACKLUND ADDITION IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Robert D. Kummer, 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 1, 2 & 3 OF TRACT 3, BACKLUND ADDITION IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Robert D. Kummer, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Barington, seconded by McCardle, to approve Resolution #R2025-23, Authorizing Mayor as Signatory for Lifequest Grant Documents, as follows:

**AUTHORIZING GOVERNMENTAL RESOLUTION for
PROJECT AUTHORIZED OFFICIAL
Resolution #R2025-23**

WHEREAS, the City of Mitchell is a subgrantee of a Community Development Block Grant from the U.S. Department of Housing and Urban Development as administered by the State of South Dakota, and;

WHEREAS, the City of Mitchell is required to designate an authorized official for the purpose of signing required documents pertaining to this grant;

NOW THEREFORE, BE IT RESOLVED, that Jordan Hanson, Mayor, for the City of Mitchell be hereby designated as the City's official for the purpose of signing Grant Agreements and Contracts. AND BE IT FURTHER RESOLVED, that Jordan Hanson, Mayor, for the City of Mitchell be hereby designated as the City's authorized official for the purpose of signing correspondence, pay requests, and other required documents.

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Smith, to approve Resolution #R2025-24, Authorizing Mayor as Environmental Certifying Officer-Lifequest Grant, as follows:

**ENVIRONMENTAL CERTIFYING OFFICER
Resolution #R2025-24**

WHEREAS, the City of Mitchell is a subgrantee of a Community Development Block Grant from the U.S. Department of Housing and Urban Development as administered by the State of South Dakota, and;

WHEREAS, the City of Mitchell is required to designate an environmental certifying officer for the purpose of signing required environmental documents pertaining to this grant,

NOW THEREFORE, BE IT RESOLVED, that the Mayor for the City of Mitchell be hereby designated as the City's environmental certifying officer for the purpose of signing correspondence and other required documents and forms.

Motion carried and resolution declared duly adopted.

ORDINANCES:

Moved by McCardle, seconded by Barington, to place Ordinance #O2025-02, Supplemental Appropriations on second reading. Motion carried. Moved by Smith, seconded by Tjarks, to adopt Ordinance #O2025-02, Supplemental Appropriations, as follows:

**ORDINANCE NO. O2025-02
SUPPLEMENTAL APPROPRIATION ORDINANCE
CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA**

BE IT ORDAINED, BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, that the following sums be appropriated to authorize certain expenditures and to meet certain obligations for the year 2025 according to statute. All appropriations will come from cash balance and financing in the listed funds.

GENERAL FUND**FINANCE**

101-41420-42200	Professional Services	\$ 15,000
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HUMAN RESOURCES

101-41440-42231	Employee Physicals, Drug Tests	\$ 6,700
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101-41440-42600	Supplies & Materials	\$ 2,000
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INSURANCE & BONDS

101-41460-42110	Liability & Property Insurance	\$ 19,000
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INFORMATION TECHNOLOGY

101-41935-42250	Managed Print Services	\$ 7,000
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101-41935-42645	Computer Hardware	\$ 14,500
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101-41935-43510	Computer Hardware (Capital)	\$ 8,000
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POLICE

101-42110-43400	Machinery & Equipment	\$ 32,000
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TRAFFIC

101-42130-42835	Utilities- Street Lights	\$ 45,000
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101-42130-42570	Repairs – Traffic Accident	\$ 80,000
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101-42130-43320	Upgrade Signal Lights	\$ 19,977
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101-42130-43343	7 th & 1 st Intersection Signal Lights	\$ 880,095
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FIRE

101-42200-41700	Compensated Absences	\$ 13,050
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101-42200-42641	Protective Clothing	\$ 19,000
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101-42200-43400	Machinery & Equipment	\$ 95,000
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101-42200-43300	Improvements Other Than Buildings	\$ 7,000
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STREET

101-43100-42630	Gravel-Base	\$ 25,560
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101-43100-43419	Dump Truck	\$ 97,928
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STREET & SIDEWALK CONSTRUCTION

101-43120-42200	Professional Services-Design	\$ 79,000
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101-43120-43300	Street Overlay Maintenance	\$ 886,000
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101-43120-43305	Bike Path Construction	\$ 155,000
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101-43120-43310	Parking Lot/ Alley Paving	\$ 12,000
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101-43120-43312	West End Bridge	\$ 294,229
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101-43120-43324	Rowley St I-90	\$ 250,000
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101-43120-43325	Norway/Rowley Sidewalk	\$ 377,300
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STORM DRAINAGE

101-43150-43307	3rd & Main	\$ 20,000
101-43150-43309	Lake Storm Sewer	\$ 50,000
101-43150-43317	Livesay Utility Improvements	\$ 100,000
101-43150-43343	2 nd , 4 th , & Railroad	\$ 425,034

CEMETERY

101-43700-43200	Capital Buildings	\$ 27,000
101-43700-43400	Machinery & Equipment	\$ 16,950

LIBRARY

101-45500-41120	Part Time Wages	\$ 5,000
101-45500-43300	Building	\$15,000
101-45500-43400	Furniture & Equipment	\$ 35,000

ECONOMIC DEVELOPMENT

101-46500-43100	Property Acquisition	\$ 1,000,000
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TRANSFERS OUT

101-49000-51104	Transfer out to Airport	\$ 100,000
101-49000-51105	Transfer out to Corn Palace Fund	\$ 550,000

PARK FUND

SPORTS COMPLEX

201-45160-42600	Supplies & Materials	\$ 4,900
201-45160-43300	Capital Improvements-Other	\$ 198,287
201-45160-43320	Capital Improvements- Press Box	\$ 13,242

REC CENTER

201-45140-43300	Capital Improvements- Other	\$6,048
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PARKS

201-45210-42200	Professional Services	\$ 65,000
201-45210-43300	Capital Improvements	\$550,000
201-45210-43400	Capital Equipment	\$ 85,000

LAKE MITCHEL FUND

203-45220-43300	Lake Improvements	\$ 5,060,360
203-45220-43310	Watershed Improvements	\$ 100,000

BUSINESS IMPROVEMENT DISTRICT #4 FUND

209-46530-42920	Sports Authority Promotion	\$ 44,640
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<u>ENTERTAINMENT TAX FUND</u>		
211-46311-42963	Community Projects	\$ 391,185
<u>E911 FUND</u>		
214-43500-43400	Equipment	\$58,430
<u>AIRPORT FUND</u>		
230-43500-43205	Hangar	\$ 207,229
230-43500-43320	AIP- Reconstruct Runway	\$ 104,600
<u>WATER FUND</u>		
<u>DISTRIBUTION</u>		
602-43340-42225	Professional Services	\$ 345,000
602-43340-43333	Highway 37 Utilities	\$ 1,013,372
602-43340-43338	2 nd , 4 th , & Railroad	\$ 250,000
602-43340-43343	B-Y Water Main	\$ 600,000
602-43340-43355	Above Ground Storage	\$ 2,319,688
<u>SEWER FUND</u>		
<u>TREATMENT</u>		
604-43200-43300	North Plant Improvements	\$ 2,430,601
604-43200-43310	South Plant Improvements	\$ 23,130,800
<u>COLLECTION</u>		
604-43250-42200	Professional Services	\$ 300,000
604-43250-43317	CIPP	\$ 450,000
604-43250-43336	Livesay Utilities	\$ 100,000
604-43250-43343	2 nd , 4 th & Railroad	\$ 278,782
604-43250-43347	23 rd & Ohlman Lift Station	\$ 1,665,149
604-43250-43348	Highway 37 Utilities	\$ 1,440,936
604-43250-43349	N. Harmon/ Airport Lift Station	\$ 2,100,000
604-43250-43350	S. Harmon/ Ohlman Lift Station	\$ 1,284,850
<u>SANITATION FUND</u>		
<u>RECYCLING</u>		
612-43220-43200	Buildings	\$ 675,428
<u>CORN PALACE FUND</u>		
613-45650-43460	Seating Replacement	\$ 650,000
<u>GOLF FUND</u>		
614-45250-43400	Capital Machinery & Equipment	\$ 16,500
614-45250-43300	Improvements	\$ 20,000

619-45220-43200

CAMPGROUND FUND

Buildings

\$ 790,202

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

Moved by Smith, seconded by Tjarks, to place Ordinance #O2025-03, Repealing and Replacing Title 12-Food Control on second reading. Motion carried. Moved by McCardle, seconded by Bathke, to adopt Ordinance #O2025-03, Repealing and Replacing Title 12-Food Control, as follows:

ORDINANCE #O2025-03

WHEREAS, the Federal Emergency Management Agency (FEMA) has completed The Flood Insurance Study for Davison County, South Dakota and Incorporated Areas and as part of such project, the City of Mitchell must update its ordinances for flood control; therefore

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

Section 1.

That Mitchell City Code Title 12 FLOOD CONTROL, and all chapters, sections, and subsections thereof, is hereby REPEALED and shall be REPLACED with the provisions of Section 2 of this ordinance.

Section 2.

**TITLE 12
FLOOD CONTROL**

**CHAPTER 1
STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS**

- 12-1-1: Statutory Authorization**
- 12-1-2: Findings Of Facts**
- 12-1-3: Statement Of Purpose**
- 12-1-4: Methods Of Reducing Flood Loss**

12-1-1: STATUTORY AUTHORIZATION

The Legislature of the State of South Dakota has in SDCL 11-2-13 and 11-4-1 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Council of the City of Mitchell, South Dakota, does ordain as follows:

The City of Mitchell elects to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended). The National Flood Insurance Program (NFIP) is a voluntary program administered by the Federal Emergency Management Agency (FEMA), a component of the U.S. Department of Homeland Security, and the City of Mitchell's community officials have elected

04-07-2025

to join the program, participate, and enforce this Flood Damage Prevention Ordinance and the requirements and regulations of the NFIP. The NFIP, established in the aforesaid act, provides that areas of the City of Mitchell having a special flood hazard be identified by FEMA, and that floodplain management measures be applied in such flood hazard areas. Furthermore, the City of Mitchell may elect to administer the Flood Damage Prevention Ordinance to areas not identified as Special Flood Hazard Areas (SFHAs) by FEMA on the community's effective Flood Insurance Rate Map (FIRM), if the community has documentation to support that there is an inherent risk of flooding in such areas.

12-1-2: FINDINGS OF FACT

The flood hazard areas of the City of Mitchell are subject to periodic inundation by flood waters, which results in potential loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief; all of which adversely affect the public health, safety and general welfare of the inhabitants of the City of Mitchell.

These potential flood losses are caused by:

1. The cumulative effect of obstructions in floodplains that are known to cause increases in flood heights and velocities;
2. The occupancy of flood hazard areas by structures vulnerable to floods because they are inadequately elevated or otherwise unprotected from flood damages; and
3. Uses deemed unsuitable for floodplain areas or that do not account for the increased flood risk.

12-1-3: STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare of the community and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize damage to public infrastructure, including but not limited to utilities, streets, and bridges that are susceptible to flooding;
3. Minimize prolonged business interruptions caused by flooding;
4. Minimize public expenditures on flood control projects;
5. Minimize the need for rescue and relief efforts associated with flooding and are generally undertaken at the expense of the public;
6. Protect and safeguard the welfare and safety of first responders should an emergency response is needed;
7. Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and
8. Promote that potential buyers are notified if properties are in a flood area.

12-1-4 METHODS OF REDUCING FLOOD LOSSES

To accomplish the purposes outlined in **12-1-3 STATEMENT OF PURPOSE**, this ordinance applies the following methods:

1. Restricts or prohibits land uses that are dangerous to health, safety, or property in times of flooding, or cause excessive increases in flood heights or velocities;
2. Requires that land uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
3. Controls the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
4. Controls filling, grading, dredging and other developments that may increase flood damage; and
5. Prevents or regulates the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards to other lands.

CHAPTER 2

DEFINITIONS

12-2-1: Definitions

12-2-1: DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

100-YEAR FLOOD: flood having a recurrence interval that has a 1-percent chance of being equaled or exceeded during any given year (1-percent-annual-chance flood). The terms “100-hundred-year flood” and “1-percent-annual-chance flood” are synonymous. The term does not imply that the flood will necessarily happen once every 100 hundred years. Mandatory flood insurance requirements may apply.

100-YEAR FLOODPLAIN: area of land susceptible to being inundated due to the occurrence of a 1-percent-annual-chance flood.

500-YEAR FLOOD: flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-annual-chance flood). The term does not imply that the flood will necessarily happen once every 500 years and mandatory flood insurance requirement generally does not apply.

500-YEAR FLOODPLAIN: area of land susceptible to being inundated due to the occurrence of a 0.2-percent-annual-chance flood.

ACCESSORY STRUCTURE: structure that is on the same parcel of property as a principal structure. Its use is incidental to the use of the principal structure the ownership of the accessory structure is the same owner as of the principal structure. An accessory structure is a non-residential structure of low value that is used solely for the parking of vehicles and storage of tools, materials, or equipment. No human habitation is allowed within an accessory structure.

ADDITION: any improvement that expands the enclosed footprint or increases the square footage of an existing structure. This includes lateral additions added to the side, front, or rear of a structure; vertical additions added on top of a structure; and enclosures added underneath a structure.

ALLUVIAL FAN FLOODING: flooding occurring on the surface of an alluvial fan or similar landform that originates at the apex. It is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX: point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE: see definition of Accessory Structure.

AREA OF FUTURE-CONDITIONS FLOOD HAZARD: land area that would be inundated by the 1-percent-annual-chance (100-year) flood, based on future-conditions hydrology.

AREA OF SHALLOW FLOODING: designated AO, AH, AR/AO, or AR/AH zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD-RELATED EROSION HAZARD: land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area, in preparation for publication of the FIRM, Zone E may be further refined.

AREA OF SPECIAL FLOOD HAZARD: land in the flood plain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, or V1-30, VE, or V. For purposes of these regulations, the term "special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".

BASE FLOOD: flood having a 1-percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE): water surface elevation of the 1-percent-annual-chance flood event. It is the height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas. It is also the elevation shown on the FIRM and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1-percent chance of equaling or exceeding that level in any given year.

BASEMENT: any area of the building having its floor subgrade (below ground level) on all sides. A walkout basement that does not require a step up to grade is not considered a basement.

BEST AVAILABLE DATA: existing flood hazard information adopted by a community and reflected on an effective FIRM, FBFM, FHBM and/or within an FIS report; or draft or preliminary flood hazard information supplied by FEMA or from another source. Other sources may include, but are not limited to, state, other federal agencies, or local studies, the more restrictive of which would be reasonably used by the community.

BREAKAWAY WALL: wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system. Any walls below the lowest floor in a building in a V or VE Zone should give way under wind and water loads without causing collapse, displacement, or other damage to the elevated portion of the building or the supporting pilings or columns. Breakaway walls apply only to V or VE Zones.

BUILDING: see definition of Structure.

CHANNELIZATION: artificial creation, enlargement, realignment, or alteration of a stream channel's slope, shape, or alignment. Streambank restoration may be deemed as channelization.

CODE OF FEDERAL REGULATIONS (CFR): codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

CONDITIONAL LETTER OF MAP REVISION (CLOMR): FEMA's comment on a proposed project that would, upon construction, affect the hydrologic and/or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs, and/or the SFHA. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be recognized by FEMA.

CONDITIONAL LETTER OF MAP REVISION BASED ON FILL (CLOMR-F): FEMA's comment on a proposed structure or property. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be removed from the floodplain.

CRAWLSPACE: under-floor space that has its interior floor area (finished or not) no more than 4 feet from the bottom floor joist to the next higher floor elevation, designed with proper openings that equalize hydrostatic pressures of flood water, and is not used for habitation. Reference: **12-5-2-4: CRAWLSPACE**

CRITICAL FACILITY: facility or building where even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, schools, storage of critical records, assisted living and similar facilities.

DEED RESTRICTION: clause in a deed that limits the future use of the property in some respect. Deed restrictions may impose a vast variety of limitations and conditions. For example, they may limit the density of buildings, dictate the types of structures that can be erected, or prevent buildings from being used for specific purposes or from being used at all.

DESIGNATED OFFICIAL: City Planner, or other employee designated by the director of public works.

DETACHED GARAGE: building that is used solely for storage of materials or vehicle parking for up to four housing occupants. If a detached garage is designed or used for habitation or conducting business, or has multiple stories, then the building is not considered a detached garage under the NFIP.

DEVELOPMENT: any human-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, demolition, excavation or drilling operations, or storage either temporary or permanent of equipment or materials.

ELEVATED BUILDING: non-basement building built, in the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, to have the top of the elevated floor above the ground level by means of pilings, columns (post and piers), or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, an “elevated building” also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

ENCLOSURE: enclosed walled-in area below the lowest floor of an elevated building. Enclosures below the BFE may only be used for building access, vehicle parking, and storage.

EROSION: process of the gradual wearing away of land masses by wind, water, or other natural agents.

EXISTING CONSTRUCTION: structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. It may also be referred to as Existing Structures.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXISTING STRUCTURES: see definition of Existing Construction.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA: Federal Emergency Management Agency.

FILL: placement of materials, such as dirt, sand, or rock to elevate a structure, property, or portion of a property above the natural elevation of the site, regardless of where the material was obtained from. The common practice of removing unsuitable material and replacing with engineered material is not considered fill if the elevations are returned to the existing conditions. Any fill placed or used prior to the area being mapped as a flood hazard area is not deemed as fill.

FLOOD OR FLOODING:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
2. Mudslides (i.e., mudflows) that are proximately caused by flooding as defined in this ordinance and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
3. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this ordinance.

FLOOD INSURANCE MANUAL: document FEMA produces twice a year and is used to write flood insurance policies underwritten by the NFIP. The document contains definitions, policy rates, coverage and limitations, application and insurance policy forms.

FLOOD INSURANCE RATE MAP (FIRM): official map of a community, on which the Administrator has delineated both the SFHAs and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) OR FLOOD ELEVATION STUDY: an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOODPLAIN DEVELOPMENT PERMIT: community issued permit or document that is used for any development that occurs within an SFHA identified by FEMA or the community. It is used to address the proposed development to ensure compliance with the community's ordinance.

FLOODPLAIN OR FLOOD-PRONE AREA: any land area susceptible to being inundated by water from any source whether or not identified by FEMA (see definition of Flooding).

FLOODPLAIN MANAGEMENT: operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, mitigation plans, and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS: zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for flood damage prevention and reduction.

FLOOD OPENING: an opening in the wall of an enclosed structure that allows floodwaters to automatically enter and exit the enclosure. Refer to FEMA Technical Bulletin 1.

FLOOD PROTECTION SYSTEM: physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to an SFHA and to reduce the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized, flood modifying works are those constructed in conformance with sound engineering standards. FEMA only accredits levees, both private and public, that have been certified by a professional engineer or firm in which the certification shows that the levee have met and continue to meet the minimum regulatory standards cited in Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations (44 CFR 65.10).

FLOODPROOFING: any combination of structural and non-structural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. Floodproofing can either be accomplished in the form of dry floodproofing in which the structure is watertight below the levels that need flood protection, or wet floodproofing in permanent or contingent measures applied to a structure that prevent or provide resistance to damage from flooding, while allowing floodwaters to enter the structure or area.

FLOODWAY: see definition of Regulatory Floodway.

FLOODWAY ENCROACHMENT LINES: lines marking the limits of floodways on federal, state, and local flood plain maps.

FREEBOARD: factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE: development that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and repair facilities. It does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE (HAG): highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. In AO Zones, the highest adjacent grade is utilized by comparing the lowest floor elevation to that of the highest adjacent grade and the depth of the AO Zone.

HISTORIC STRUCTURE: any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic reservation programs that have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior, or
 - b. Directly by the Secretary of the Interior in states without approved programs.

LETTER OF MAP AMENDMENT (LOMA): official amendment, by letter, to an effective FIRM. A LOMA establishes a property's location in relation to the SFHA. It is usually issued because a property or structure has been inadvertently mapped as being in the floodplain, when the property or structure is actually on natural high ground above the BFE.

LETTER OF MAP REVISION (LOMR): FEMA's modification or revision to an entire or portion of the effective FIRM, or Flood Boundary and Floodway Map, or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs, or the SFHA.

LETTER OF MAP REVISION BASED ON FILL (LOMR-F): FEMA's amendment, by letter, to an effective FIRM where fill was brought in or used to elevate a property, portion of property or structure above the BFE.

LEVEE: man-made structure usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEEVE SYSTEM: flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST ADJACENT GRADE (LAG): lowest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. For an existing structure, it means the lowest point where the structure and ground touch, including but not limited to attached garages, decks, stairs, and basement windows.

LOWEST FLOOR: lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 60.3.

MANUFACTURED HOME: structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle"; however, a manufactured home may be used for both residential and non-residential use.

MANUFACTURED HOME PARK OR SUBDIVISION: parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MAP: FHBM or FIRM for a community issued by FEMA.

MEAN SEA LEVEL: for purposes of the NFIP, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which BFEs shown on a community's FIRM are referenced.

MIXED USE STRUCTURES: structures with both a business and a residential component, but where the area used for business is less than 50 percent of the total floor area of the structure.

NEW CONSTRUCTION: structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures. For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION: manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

NO-RISE CERTIFICATIONS: formal certifications signed and stamped by a professional engineer licensed to practice in the state, demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that a proposed development will not result in any increase (0.00 feet) in flood levels within the community during the occurrence of a base flood event.

PHYSICAL MAP REVISION (PMR): FEMA's action whereby one or more map panels are physically revised and republished.

RECREATIONAL VEHICLE: vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily, not for use as a permanent dwelling but, as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY: channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RIVERINE: relating to, formed by, or resembling a river (including tributaries), stream, brook, creek, etcetera, which can be intermittent or perennial.

SECTION 1316: refers to the section of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property that the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Section 1316 is issued for a property, not a property owner, and remains with the property even after a change of ownership.

SPECIAL FLOOD HAZARD AREA: see definition of Area of Special Flood Hazard.

START OF CONSTRUCTION: (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE: for floodplain management purposes, a walled and roofed building, culvert, bridge, dam, or a gas or liquid storage tank that is principally above ground, as well as a manufactured home. Structure, for insurance purposes, means:

1. A building with two or more outside rigid walls and a fully secured roof, which is affixed to a permanent site;
2. A manufactured home (“a manufactured home,” also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
3. A travel trailer without wheels built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For insurance purposes, “structure” does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

SUBSTANTIAL DAMAGE: damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT: any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed.

The term does not, however, include:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and are the minimum necessary to assure safe living conditions; or
2. Any alteration of a “historic structure”, if the alteration will not preclude the structure's continued designation as a “historic structure.”

VARIANCE: grant of relief by a community from the terms of a flood plain management regulation. Reference: **12-4-5: VARIANCE AND APPEAL PROCEDURES**

VIOLATION: failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Sections 44 CFR 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION: height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies, such as the 1-percent-annual-chance flood event, in the flood plains of coastal or riverine areas.

WATERCOURSE: channel and banks of an identifiable water in a creek, brook, stream, river, ditch or other similar feature.

CHAPTER 3

GENERAL PROVISIONS

12-3-1: Lands To Which This Ordinance Applies

12-3-2: Basis For Establishing The Areas Of Special Flood Hazard

12-3-3: Establishment Of Floodplain Development Permit

12-3-4: Abrogation And Greater Restrictions

12-3-5: Interpretation

12-3-6: Warning And Disclaimer Or Liability

12-3-7: Severability

12-3-8: Compliance

12-3-9: Stop Work Order

12-3-10: Penalties For Noncompliance

12-3-1: LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard identified by FEMA within the jurisdiction of the City of Mitchell.

12-3-2: BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by FEMA in a scientific and engineering report entitled, "The Flood Insurance Study for Davison County, South Dakota and Incorporated Areas" dated May 6, 2025, accompanying FIRMs, and any Letters of Map Change including Letters of Map Amendment, Letters of Map Revision based on Fill, and Letters of Map Revision, thereto are hereby automatically adopted by reference and declared to be a part of this ordinance.

12-3-3: ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

12-3-4: ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

12-3-5: INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

12-3-6: WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by human-made or natural causes.

This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

12-3-7: SEVERABILITY

If any section, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court, the remainder of the ordinance shall not be affected.

12-3-8: COMPLIANCE

No structures or developments including buildings, recreation vehicles, or manufactured homes or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations. Nothing herein shall prevent the City of Mitchell Council from taking such lawful action as is necessary to prevent or remedy any violations.

12-3-9: STOP WORK ORDER

1. Authority. Whenever the floodplain administrator or other community official discovers any work or activity regulated by this ordinance being performed in a manner contrary to the provision of this ordinance, the floodplain administrator is authorized to issue a stop work order.
2. Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.
3. Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by local or state law including but not limited to the penalties outlined in **12-3-10: PENALTIES FOR NONCOMPLIANCE**.

12-3-10: PENALTIES FOR NONCOMPLIANCE

In accordance with Section 59.2(b) of CFR 44, Chapter 1, of the NFIP regulation, to qualify for the sale of federally subsidized flood insurance, a community must adopt floodplain management regulations that meet or exceed the minimum standards of Section 60. "These regulations must include effective enforcement provisions." In accordance with Section 60.1(b) of CFR 44, Chapter 1, of the NFIP regulations, "These regulations must be legally-enforceable, applied uniformly throughout the community to all privately and publicly owned land within flood-prone (i.e. mudflow) or flood-related erosion areas, and the community must provide that the regulations take precedence over less restrictive conflicting local laws, ordinances, or codes."

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations

of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not to exceed the current maximum penalty for conviction of a class 2 misdemeanor from time to time in effect under South Dakota code or imprisoned for not more than 30 days, or both, for each violation assessed daily, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Mitchell from taking such other lawful action as is necessary to prevent or remedy any violation.

CHAPTER 4 ADMINISTRATION

12-4-1: Designation Of The Floodplain Administrator

12-4-2: Duties And Responsibilities Of The Floodplain Administrator

12-4-3: Requirement To Submit New Technical Data

12-4-4: Permit Procedures

12-4-5: Variance And Appeal Procedures

12-4-1: DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City of Mitchell Designated Official is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of the NFIP Regulations and 44 CFR pertaining to floodplain management.

12-4-2: DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Uphold the goals of the community and the NFIP to reduce risk when possible and increase the community's resistance to future disasters.
2. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance, including the actual elevation of the lowest floor (including basement or crawlspace) of all new or substantially improved structures and any floodproofing certificates, including the data supporting such certificates.
3. Maintain and hold open for public inspection maps that identify and locate the boundaries of the SFHAs to which this ordinance applies, including, but not limited to, the FIRM.
4. Review development proposals to determine whether a proposed building site, including sites designed for the placement of manufactured homes, will be reasonably safe from flooding.
5. Review, approve, or deny all applications for development permits required by adoption of this ordinance.
6. Ensure that all necessary permits have been obtained from those federal, state, or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334 and the Endangered Species Act of 1973) from which prior approval is required.
7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

8. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the South Dakota Office of Emergency Management, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
9. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation.
10. When BFE data has not been provided by FEMA, the Floodplain Administrator shall obtain, review, and reasonably utilize any BFE data and floodway data available from a federal, state, or other source including data provided by the applicant, in order to administer the provisions of this ordinance.
11. When a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30, AE, and AH on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than 1.00 foot at any point within the community.
 - A. Under the provisions of 44 CFR Chapter 1, Section 65.12 of the NFIP Regulations, a community may approve certain development in Zones A1-30, AE, and AH on the community's FIRM, which increases the water surface elevation of the base flood by more than 1.00 foot, provided that the community first meets the requirements of Section 65.12 for a conditional FIRM revision through FEMA's CLOMR process.
12. If the project is determined or reasonably believed to cause an adverse effect on the BFE(s), boundaries of the floodplain or any insurable structures, technical justification for the proposed development shall be submitted and the community may require a CLOMR or LOMR to be submitted prior to the permit approval or as a requirement of the permit.

12-4-3: REQUIREMENT TO SUBMIT NEW TECHNICAL DATA

1. The property owner or developer shall notify FEMA by submittal of a LOMR within 6 months of project completion when an applicant had obtained a CLOMR from FEMA or when development altered a watercourse, modified floodplain boundaries, or modified BFE.
2. The property owner or developer shall be responsible for preparing technical data to support the CLOMR or LOMR application and paying any processing or application fees to FEMA. The property owner or developer is responsible for submitting the CLOMR and LOMR to FEMA and shall provide all necessary data to FEMA if requested during the review process to ensure the CLOMR or LOMR is issued.
3. The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this ordinance and all applicable state federal, and local laws.

12-4-4: PERMIT PROCEDURES

Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to:

1. Duplicated plans drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations.
2. Duplicated plans drawn to scale showing the location, dimensions, and elevation of existing and proposed structures, including the placement of manufactured homes.
3. Location of the foregoing in relation to SFHAs.
4. Elevation (in relation to mean sea level), of the lowest floor (including basement and crawlspace) of all new and substantially improved structures, if applicable;
5. Elevation (in relation to mean sea level), to which any nonresidential structure (if applicable) shall be floodproofed.
6. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure (if applicable) shall meet the floodproofing criteria of this ordinance and the NFIP Regulations.
7. Description of the extent to which any watercourse or natural drainage will be altered or relocated because of proposed development, if applicable.
8. At the community's discretion, the community may charge a fee for issuance of floodplain development permits.
9. Copies of all floodplain development permits and the associated documents shall become property of the community and a permanent record.

Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage.
2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
3. The danger that materials may be swept onto other lands to the injury of others.
4. The compatibility of the proposed use with existing and anticipated development.
5. The safety of access to the property in times of flood for ordinary and emergency vehicles.
6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems.
7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site.
8. The necessity to the facility of a waterfront location, where applicable.
9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
10. The relationship of the proposed use to the comprehensive plan for that area.

12-4-5: VARIANCE AND APPEAL PROCEDURES

1. VARIANCE

- A. An application for a variance must be submitted to the Designated Official on the form provided by the City of Mitchell and include at a minimum the same information required for a development permit and an explanation for the basis for the variance request.

- B. Upon receipt of a completed application for a variance, the variance request will be set for public hearing at the next City Council meeting in which time is available for the matter.
- C. Prior to the public hearing, Notice of the hearing will be published in the official newspaper of the City at least 15 days prior to the hearing. In addition to the newspaper publication, written notice shall be provided to all adjoining property owners.
- D. The burden to show that the variance is warranted and meets the criteria set out herein is on the applicant.

2. CRITERIA FOR VARIANCES

- A. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.
- B. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.
- C. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- D. Variances may be issued upon;
 - i. A showing by the applicant of good and sufficient cause;
 - ii. A determination that failure to grant the variance would result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws and ordinances.
- E. Variances pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods.

3. VARIANCE DECISION

The decision to either grant or deny a variance shall be in writing and shall set forth the reasons for such approval or denial. If the variance is granted, the property owner shall be put on notice along with the written decision that the permitted building will have its lowest floor below the Flood Protection Elevation and that the cost of flood insurance likely will be commensurate with the increased flood damage risk.

4. APPEALS

The City Council shall hear and decide appeals from the interpretations of the Administrator.

- A. An appeal must be filed with the Designated Official within fourteen (14) days of the date of any permit denial or interpretation of the Administrator. Failure to timely file an appeal shall be considered a failure to exhaust the administrative remedies. The appeal must set out the interpretation of the Administrator and a narrative setting

forth the facts relied upon by the appellant and the appellants claim regarding the error in the interpretation.

B. Upon receipt of a completed appeal, the appeal will be scheduled for the next available City Council meeting to be heard. In ruling on an appeal, the City Council shall consider all technical evaluations, all relevant factors, and standards specified in other sections of this ordinance, including:

- i. The danger that materials may be swept onto other lands to the injury of others;
- ii. The danger to life and property due to flooding or erosion damage;
- iii. The susceptibility of the proposed facility and its contents to flood damage and the effects of such damage on the individual landowner;
- iv. The importance of the services provided by the proposed facility to the community;
- v. The necessity of the facility to a waterfront location, where applicable;
- vi. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- vii. The compatibility of the proposed use with existing and anticipated development;
- viii. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- ix. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- x. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
- xi. The cost of providing government services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

5. DECISION

The City Council's decision on appeal shall be in writing and set out the facts, technical information, and the legal basis for the decision.

CHAPTER 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

12-5-1: General Standards

12-5-2: Specific Standards

12-5-3: Standards For Subdivision Proposals

12-5-4: Floodways

12-5-1: GENERAL STANDARDS

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage.
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters.
7. On-site waste disposal systems shall be designed or located to avoid impairment to them or contamination from them during flooding.

12-5-1-1: SUBSTANTIAL IMPROVEMENT

Any combination of repair, reconstruction, rehabilitation, addition, or improvement of a building or structure, if the cumulative cost of the entire project equals or exceeds 50 percent of the market value of the structure only (not of the structure and land value combined) before the improvement or repair is started then the work shall be considered as substantial improvement. If the structure has sustained substantial damage, any repairs are considered substantial improvements regardless of the actual repair work performed. For Substantial Damage, refer to **12-5-1-2: SUBSTANTIAL DAMAGE**. The term does not, however, include either:

- A. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- B. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

12-5-1-2: SUBSTANTIAL DAMAGE

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure only before the damage occurred. This term also applies to structures which have incurred any damage that equals or exceeds 50 percent of the structure's market value regardless of the actual repair work performed. When a structure or building has been determined as substantially damaged, any work or repair on said structure or building will be considered as substantial improvement and will be required to meet the development requirements set forth within this ordinance for substantial improvement.

12-5-1-3: SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATION

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the applicable community officials and staff, shall:

- A. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure only, not of land and building, before the start of construction of the proposed work. In the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- B. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure.
- C. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the **12-5-1-1: SUBSTANTIAL IMPROVEMENT**.
- D. Utilize FEMA's Substantial Improvement/Substantial Damage Desk Reference when making any determination on Substantial Improvement and/or Substantial Damage.
- E. The substantial improvement regulations apply to all of the work that is proposed as the improvement, even if multiple permits are issued. Therefore, the determination of the cost of the improvement should consider all costs of all phases of the work before issuance of the first permit.
- F. Notify the applicant that if it is determined that the work constitutes substantial improvement or repair of substantial damage, that compliance with the floodplain management ordinance is required.

12-5-2: SPECIFIC STANDARDS

In all SFHAs the following provisions are required:

12-5-2-1: RESIDENTIAL CONSTRUCTION

New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to the BFE, unless a freeboard option is noted below. If a freeboard option is noted, new construction and substantial improvement shall have the lowest floor (including basement) elevated to the freeboard elevation. A registered professional engineer, architect, or land surveyor shall submit certified elevations to the Floodplain Administrator that the standards of this ordinance are satisfied.

In AO/AH Zones, new and substantially improved residential structures must have their lowest floor (including basement) above the highest adjacent grade at least one foot above the FIRM's depth number (at least three feet if no depth number is specified). In AO/AH Zones, adequate drainage paths around structures on slopes are required to guide flood waters away from proposed structures.

12-5-2-1-A: RESIDENTIAL CONSTRUCTION FREEBOARD

The City of Mitchell has elected to adopt a freeboard option for new construction and substantial improvement of any residential structure. The freeboard option requires that lowest floor elevation to

be built above the BFE by the height selected. The City of Mitchell has elected a 1 foot of freeboard meaning the lowest floor must be built 1 foot above the BFE.

12-5-2-2: NONRESIDENTIAL CONSTRUCTION

New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement) elevated to the base flood level, unless a freeboard option is noted below, or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification that includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator. If the use or occupancy of the building changes in the future to residential, then the dry floodproofing of the structure cannot be used when determining compliance of the structure to the residential construction of this ordinance, **12-5-1-1 RESIDENTIAL CONSTRUCTION** and **12-5-2-1-A: RESIDENTIAL CONSTRUCTION FREEBOARD**. As such, the building will not be grandfathered into compliance and will be required to be brought into compliance with the residential construction requirements of this ordinance.

In AO/AH Zones, new and substantially improved non-residential structures must have their lowest floor (including basement) above the highest adjacent grade at least one foot above the FIRM's depth number (at least three feet if no depth number is specified). In AO/AH Zones, adequate drainage paths around structures on slopes are required to guide flood waters away from proposed structures.

12-5-2-2-A: NONRESIDENTIAL CONSTRUCTION FREEBOARD

The City of Mitchell has elected to adopt a freeboard option for new construction and substantial improvement of any nonresidential structure. The freeboard option requires that lowest floor elevation to be built above the BFE by the height selected. The City of Mitchell has elected a 1 foot of freeboard meaning the lowest floor must be built 1 foot above the BFE.

12-5-2-3: ENCLOSURES

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are to be used solely for parking of vehicles, building access, or storage in an area other than a basement, and are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or must meet or exceed the following minimum criteria:

- A. A minimum of two openings having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.
- B. The bottom of all openings shall be no higher than 1 foot above grade.

- C. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

The development and construction of the structure must conform with the provision in FEMA/Federal Insurance Administration (FIA)-Technical Bulletins 1 and 2. Certification and documentation from a professional, licensed engineer or architect is required if the structure's lowest floor is built below the BFE.

12-5-2-4: CRAWLSPACE

New construction and substantial improvements built on a crawlspace or sub-grade (below grade) crawlspace may be permitted if the development is designed and meets or exceeds the standards found in FEMA's Technical Bulletins 1, 2, and 11, which include but are not limited to the following:

- A. The structure must be affixed to a permanent foundation, designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Because of hydrodynamic loads, crawlspace construction is not allowed in areas with flood velocities greater than 5 feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer.
- B. The crawlspace is an enclosed area below the BFE and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than 1 foot above the LAG.
- C. The crawlspace enclosure must have proper openings that allow equalization of hydrostatic pressure by allowing automatic entry and exit of floodwaters. To achieve this, a minimum of 1 square inch of flood opening is required per 1 square foot of the enclosed area subject to flooding.
- D. Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, piers, or other materials that extend below the BFE. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.
- E. Any building utility systems within the crawlspace must be elevated above the BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions.
- F. The interior grade of a crawlspace below the BFE must not be more than 2 feet below the LAG.
- G. The height of the below-grade crawlspace, measured from the lowest interior grade of the crawlspace floor to the bottom of the floor joist of the next higher floor cannot exceed 4 feet at any point.
- H. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event.
- I. Buildings with below-grade crawlspaces will have higher flood insurance premiums than buildings that have the preferred crawlspace construction, with the interior elevation at or above the LAG.

12-5-2-5: MANUFACTURED HOMES

- A. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- B. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites outside of a manufactured home park or subdivision;) in a new manufactured home park or subdivision; in an expansion to an existing manufactured home park or subdivision; or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated at least 1 foot above the BFE, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- C. In A-1-30, AH, AO and AE Zones, require that manufactured homes to be placed or substantially improved in an existing manufactured home park to be elevated so that the lowest floor is at least 1 foot above the BFE; or the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored.

12-5-2-6: RECREATIONAL VEHICLES

Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

- A. Be on the site for fewer than 180 consecutive days and be fully licensed and ready for highway use;
 - i. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.
- B. Or meet the permit requirements of **12-4-4: PERMIT PROCEDURES**, and the elevation and anchoring requirements for "manufactured homes" of this section.

12-5-3: STANDARDS FOR SUBDIVISION PROPOSALS

- 1. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with the provisions of this ordinance.
- 2. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- 3. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of this ordinance.
- 4. BFE data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions, which is greater than 50 lots or 5 acres, or whichever is lesser.
- 5. All subdivision proposals including the placement of manufactured home parks and subdivisions shall minimize flood damage.
- 6. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

12-5-4: FLOODWAYS

Floodways located within SFHAs are extremely hazardous areas due to the velocity of flood waters that carry debris, potential projectiles, and erosion potential, the following provisions shall apply:

1. Designate a regulatory floodway that will not increase the base flood level more than 1 foot.
2. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase greater than 0.00 feet in flood levels within the community during the occurrence of the base flood discharge.
3. All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article V in this ordinance.
4. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for a conditional LOMR and floodway revision through FEMA.

Section 3

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

Section 4.

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, McCardle, Sabers, Smith, Tjarks.
Members present voting nay: none. Motion carried and ordinance declared duly adopted.

DISCUSSION:

Mayor Hanson discussed with City Council members the possibility of goal setting for subsidy recipients.

EXECUTIVE SESSION:

Moved by Barington, seconded by McCardle, to go into Executive Session as permitted by SDCL 1-25-2(3) Legal and (4) Negotiations. Motion carried.

Mayor Hanson declared the board out of executive session at 9:29 p.m. and the City Council to reconvene in regular session at 9:30 p.m.

ADJOURN:

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


Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.



Planning Commission 3-24-25
City Council Chambers, City Hall, 612 N. Main Street
March 24, 2025

1. Call to Order

Chairperson Genzlinger called the March 24, 2025 City Planning Commission Meeting to order at 12:09 P.M. 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), Schmitz.

Absent: Osterloo, Schreurs, Sonne.

Staff Present: Boehmer, Dammann, Hegg, Jenniges, J Johnson.

3. Declaration Of Conflicts Of Interests

Jirsa stated he had done previous work for CJ's Bar and Casino but had nothing to do with this addition for item #9 on the agenda.

4. Approve Agenda

Laurie Kent requested item #7 be tabled because she had not received notice of the meeting yet.

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

5. Approval of Previous Minutes: February 24, 2025

Motion by Havlik, seconded by Schmitz to approve the proposed minutes of the February 24, 2025 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: April 14, 2025

Motion by Havlik, seconded by Schmitz to set the date for the next Planning Commission Meeting for April 14, 2025. All present voting aye; motion carried.

7. Conditional Use Permit: Michael Larson

Michael Larson has applied for a conditional use permit for two-family dwellings on his parcel; located in the 408 N Foster St, legally described as Lot 9 except the S 7' of E 86', Block 1, Bridle Acres Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single-Family Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. However, one neighbor did not receive their notification at the same time as the others. After Jenniges was informed they had not received notice, he sent them a letter. There were three responses that made the packet, two in favor and one with comments. There was also one that did not make the packet that was in favor and two opposed that did not make the packet. All letters were handed out at the meeting and shown on the screen. Jenniges also noted that during an internal review of the site plan the new dwelling unit would be considered a principal use and would require a 25' rear yard setback, not a 3'. A variance permit would be required to move closer. The applicant was present to answer questions.

Genzlinger asked legal council if they could proceed to which Johnson said notice was met per ordinance and Mrs Kent was there so she obviously had some notice of the meeting.

Laurie Kent stated she is speaking against the conditional use permit and that it is a single-family neighborhood. She has not received her letter about the meeting but had talked with Jenniges the previous Friday about the application and meeting. She believes the new structure will block her view to the west of the sunsets. She questioned the setbacks and easements per the drawing, which was said that the setback would be 25' and there would be enough room for utility work on the east side of the structure for the overhead lines.

The applicant stated he has another rental in town and was asked by that renter if he had any other rentals or something closer to the hospital. That particular renter is from Lincoln, NE and is there during the week and heads home on weekends. He thought he could build an efficiency apt closer to the hospital for traveling nurses.

Genzlinger asked why he was putting the dwelling in the corner and not on the north half of his property? The applicant answered that he felt it was the best use of his land. He purchased the property 15 years ago and has been trimming trees and cleaning up the lot.

Jirsa said he used to live in the 400 to 500 block of E Hanson in the 60's and knew of these types of dwellings happening back then. He believes it is happening in more places in Mitchell still. He is good with the concept and believes there is enough room, but it should look like the house for exterior finish.

Genzlinger said he thinks the lot should be decided and put the second dwelling on the new lot north of the existing house, and then there would be a single family dwelling on each lot.

Motion by Schmitz, seconded by Havlik to recommend approval of the conditional use. Roll call vote: Genzlinger – nay, Havlik – aye, Jirsa – aye, Osterloo – absent, Schmitz – aye, Schreurs – absent, Sonne – absent. 3 aye, 1 nay, 3 absent; motion carried.

8. Plat: Maui Farms Inc

Plat of Lots 2 and 3 of Block 2 of Maui Farms Second Addition, a subdivision of previously platted Lot 4 in the East 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area and noted this follows the master plan. The applicant was not present to answer questions.

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

9. Plan Approval: CJ's Bar and Casino

Jenniges gave an overview of the GIS area. This is zoned HB. The applicant would like to put a roof over their patio on the east side of the building. The applicant was not present at the meeting to answer questions.

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

10. Plat: GL Wild Oak LLC

Lot 1 of Tract M, Wild Oak Golf Club Addition in the Southeast 1/4 of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota.

Jenniges presented a revised plat to the board at the meeting. The legal description didn't change or any of the boundaries, just some language in the certificate blocks. The applicant was not present at the meeting to answer questions.

Motion by Havlik, seconded by Schmit to approve the presented and amended plat. All present voting aye; motion carried.

11. Plat: GL Wild Oak LLC

Lots 1, 2 & 3 of Tract 3, Backlund Addition in the Northwest 1/4 and Southwest 1/4 of Section 24, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota.

Jenniges presented a revised plat to the board at the meeting. The legal description didn't change or any of the boundaries just some of the verbiage for easements and language in the certificate blocks. The applicant was not present at the meeting to answer questions.

Motion by Havlik, seconded by Schmit to approve the presented and amended plat. All present voting aye; motion carried.

12. Other Business:

Genzlinger requested an update on the ordinance revision. Jenniges stated the committee has met 3 times and is moving through the ordinance with good conversations.

13. Public Input:

None.

14. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:40 P.M.



Kevin Genzlinger
Planning Commission Chairperson



Planning Commission 4-14-25
City Council Chambers, City Hall, 612 N. Main Street
April 14, 2025

1. Call to Order

Chairperson Genzlinger called the April 14, 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: Genzlinger, Havlik, Jirsa, Osterloo, Schreurs, Sonne.

Absent: Doescher, Schmitz

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

3. Declaration Of Conflicts Of Interests

Sonne item #7.

4. Approve Agenda

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

5. Approval of Previous Minutes: March 24, 2025

Motion by Jirsa, seconded by Schreurs to approve the proposed minutes of the March 24, 2025 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: April 28, 2025

Motion by Havlik, seconded by Sonne to set the date for the next Planning Commission Meeting for April 28, 2025. All present voting aye; motion carried.

7. Conditional Use Permit: Jensen Capital & Development LLC

Jensen Capital and Development LLC has applied for a Conditional Use Permit for multi-family dwellings; located at the SE corner of Urbana Drive and E Spruce St, legally described as Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned HB Highway Oriented Business District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were no responses in favor or opposed. This parcel was

rezoned in October 2023 for the purpose of these multi-family dwellings. The applicant was present to answer questions.

The applicant stated these will be of the similar floor plan he uses at other locations. There will be two buildings with 5 units each. They are 2-bed, 2-bath dwellings with an attached garage. There will be a private driveway off Spruce St.

Motion by Havlik, seconded by Jirsa to recommend approval of the conditional use. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – absent, Schreurs – aye, Sonne – abstain. 5 aye, 0 nay, 1 absent, 1 abstain; motion carried.

8. Variance Permit: Doug Gehrke

Doug & Heidi Gehrke have applied for a variance permit for an attached accessory building of 4,600 square feet vs 2,000 square feet; located at 304 N Mattie St, legally described as Lot 4 of D. & D. Long's First Addition, a subdivision of Irregular Tract No. 3 in the Northeast Quarter (NE 1/4) of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were two responses in favor that did not make the packet but did not have any comments. The applicant was present to answer questions.

Jenniges said there was a building permit issued with the initial 3,000-square foot accessory building because there was a mix-up over what the actual zone was for this property. It was thought it was UD and not R4. The garage has not been built yet, and the applicant would like to add an additional 1,600 square feet, so the variance requested is for the 4,600 square feet vs 2,000 square feet to make the entire project in compliance.

Genzlinger questioned the sizes of the other garages in the neighborhood. Jenniges stated the garage to the north required a variance for size and the houses to the south are under the 2,000 square foot limit.

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

9. Recommendation on Road Vacation

Mitchell School District No. 17-2 has petitioned the City Council of the City of Mitchell, Davison County, South Dakota to vacate the following:

Petitioner requests to vacate the portion of North Winsor Street which is adjacent to and abutting said Lots B and C, a Subdivision of Lot 1, the remainder of Lot 1, Lots 2, 3 and 4, Block 3; and Lots 1, 2, 3 and 4, Block 4; all in Hammer's Addition to the City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area. There will be an easement for the existing utilities. If the vacation is approved, they will present a plat with a cul-de-sac as ROW. Jenniges presented a rendering showing the use of the ROW for 3 practice fields. He also noted he sent letters to the neighbors to the south but did not receive any responses. The applicant was not present to answer questions.

Genzlinger asked if the city had any issues with the vacation. Schroeder said they did not and there has been an updated rendering to include a detention pond for drainage.

Osterloo stated he is not a fan of vacations but said this one makes sense.

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

10. Plat: Ethan Coop Lumber

Plat of Lot 7, Block 6 of Woodland Heights First Addition, a subdivision of Lot 3, Crane's Addition in the SE 1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area. This plat fits zoning regulations and is following their master plan. The applicant was not present to answer questions.

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

11. Plat: Ethan Coop Lumber

Plat of Lot 10, Block 5, of Woodland Heights First Addition, a subdivision of Lot 2 and 3, Carne's Addition in the SE 1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area. This plat fits zoning regulations and is following their master plan. The applicant was not present to answer questions.

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

12. Plat: Timothy & Whitney Olinger

Plat of Lot 1 of Olinger Addition in the SW 1/4 of Section 33, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area. The applicant is platting two existing parcels into one lot to qualify for ag exemption status with Davison County DOE. The plat is outside city limits but within the ETJ and is the city's zoning jurisdiction. The county will hear the plat at their May meetings. The applicant was not present to answer questions.

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

13. Other Business:

None.

14. Public Input:

None.

15. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:14 P.M.

Kevin Genzlinger
Planning Commission Chairperson

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
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%
2025	1,836,550.27	4.59%	1,836,550.27			
			4.59%			

CITY OF MITCHELL																
1ST & 2ND PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
	BUDGET	TOTAL ACTUAL	ACTUAL %													
YEAR	AMOUNT:	COLLECTIONS:	INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
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	
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
						1,836,550.27			0.00			0.00			0.00	Quarter
2025	6,716,495	1,836,550.27	4.59	649,870.29	634,870.82	551,809.16										Monthly
				649,870.29	1,284,741.11	1,836,550.27	1,836,550.27	1,836,550.27	1,836,550.27	1,836,550.27	1,836,550.27	1,836,550.27	1,836,550.27	1,836,550.27	1,836,550.27	YTD
				24.17%	7.51%	4.59%										YTD %
+	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
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%
2025	238,539.31	14.88%	238,539.31			
			14.88%			

CITY OF MITCHELL																
3RD PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
	BUDGET	TOTAL ACTUAL	ACTUAL %													
YEAR	AMOUNT:	COLLECTIONS:	INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
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	
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
						238,539.31			0.00			0.00			0.00	Quarter
2025	975,000	238,539.31	14.88	75,709.81	88,295.13	74,534.37										Monthly
				75,709.81	164,004.94	238,539.31	238,539.31	238,539.31	238,539.31	238,539.31	238,539.31	238,539.31	238,539.31	238,539.31	238,539.31	YTD
				22.56%	13.28%	14.88%										YTD %

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: MARCH 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>GENERAL</u>					
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	20,134,569.67	7,718,290.74	(11,189,721.07)	16,663,139.34	(3,471,430.33)
101-1044 INVESTMENT-FIT	408,022.83	4,042.98	0.00	412,065.81	4,042.98
101-1046 ASSIGN CASH-LAKE MITCH IMPROV	4,684,100.00	0.00	0.00	4,684,100.00	0.00
101-10465DESIGNATED CASH-VETERAN'S PARK	38,874.49	0.00	0.00	38,874.49	0.00
101-10467ASSIGNED CASH-CAPITAL PROJECTS	0.00	5,750,000.00	0.00	5,750,000.00	5,750,000.00
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	750,000.00	0.00	0.00	750,000.00	0.00
101-1054 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1076 RESTRICTED SAVINGS-BID #2/SA	0.00	0.00	0.00	0.00	0.00
101-1077 RESTRICTED-CLFRF FUNDS	0.00	0.00	0.00	0.00	0.00
101-1079 RESTRICTED-STP PURPOSES	53,581.71	0.00	0.00	53,581.71	0.00
TOTAL 101-GENERAL	26,671,649.91	(13,472,333.72)	(11,189,721.07)	28,954,262.56	2,282,612.65
<u>PARK FUND</u>					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	860,868.93	232,182.94	(835,628.41)	257,423.46	(603,445.47)
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	99,907.07	0.00	0.00	99,907.07	0.00
201-1049 DESIGNATED-DISC GOLF	0.00	970.00	0.00	970.00	970.00
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	973,109.09	(233,152.94)	(835,628.41)	370,633.62	(602,475.47)
<u>CORN PALACE FUND</u>					
202-102 ATM CASH CHANGE	0.00	0.00	0.00	0.00	0.00
202-1021 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
202-104 CASH IN INT BEARING ACCTS	0.00	3,430.85	(3,430.85)	0.00	0.00
202-1074 DESIGNATED-PRE STURGIS PARTY	0.00	0.00	0.00	0.00	0.00
TOTAL 202-CORN PALACE FUND	0.00	(3,430.85)	(3,430.85)	0.00	0.00

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: MARCH 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>LAKE MITCHELL</u>					
203-104 CASH IN INT BEARING ACCTS	<u>4,031,927.21</u>	<u>374,114.78</u>	<u>(1,416,465.22)</u>	<u>2,989,576.77</u>	<u>(1,042,350.44)</u>
TOTAL 203-LAKE MITCHELL	4,031,927.21	(374,114.78)	(1,416,465.22)	2,989,576.77	(1,042,350.44)
<u>BUSINESS IMPROV DIST #4</u>					
209-104 CASH IN INT BEARING ACCTS	<u>268,612.50</u>	<u>49,097.00</u>	<u>(60,495.00)</u>	<u>257,214.50</u>	<u>(11,398.00)</u>
TOTAL 209-BUSINESS IMPROV DIST #4	268,612.50	(49,097.00)	(60,495.00)	257,214.50	(11,398.00)
<u>ENTERTAINMENT TAX</u>					
211-104 CASH IN INT BEARING ACCTS	<u>1,058,380.01</u>	<u>256,455.82</u>	<u>(670,806.66)</u>	<u>644,029.17</u>	<u>(414,350.84)</u>
211-1041 ASSIGNED CASH-STREETSCAPE	<u>10,567.94</u>	<u>0.00</u>	<u>0.00</u>	<u>10,567.94</u>	<u>0.00</u>
211-1042 ASSIGNED-CP PLAZA EXPANSION	<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>0.00</u>
211-1043 ASSIGNED CASH-CP CAP IMP FACIL	<u>0.00</u>	<u>600,000.00</u>	<u>0.00</u>	<u>600,000.00</u>	<u>600,000.00</u>
211-107 RESTRICTED CASH-BONDS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 211-ENTERTAINMENT TAX	1,168,947.95	(856,455.82)	(670,806.66)	1,354,597.11	185,649.16
<u>BUSINESS IMPROV DIST #3</u>					
213-104 CASH IN INT BEARING ACCTS	<u>88,486.90</u>	<u>3,103.65</u>	<u>(52,138.22)</u>	<u>39,452.33</u>	<u>(49,034.57)</u>
TOTAL 213-BUSINESS IMPROV DIST #3	88,486.90	(3,103.65)	(52,138.22)	39,452.33	(49,034.57)
<u>E-911 EMERGENCY</u>					
214-104 CASH IN INT BEARING ACCTS	<u>1,016,807.58</u>	<u>226,721.13</u>	<u>(243,424.91)</u>	<u>1,000,103.80</u>	<u>(16,703.78)</u>
TOTAL 214-E-911 EMERGENCY	1,016,807.58	(226,721.13)	(243,424.91)	1,000,103.80	(16,703.78)
<u>SPECIAL ASSESS REVOLVING</u>					
216-104 CASH IN INT BEARING ACCTS	<u>176,915.99</u>	<u>0.00</u>	<u>0.00</u>	<u>176,915.99</u>	<u>0.00</u>
TOTAL 216-SPECIAL ASSESS REVOLVING	176,915.99	0.00	0.00	176,915.99	0.00
<u>COMMUNITY SERVICES</u>					
218-102 CASH CHANGE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
218-104 CASH IN INT BEARING ACCTS	<u>119,498.91</u>	<u>422,324.65</u>	<u>(332,576.20)</u>	<u>209,247.36</u>	<u>89,748.45</u>
218-1045 DESIGNATED CASH-IMPROVEMENTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 218-COMMUNITY SERVICES	119,498.91	(422,324.65)	(332,576.20)	209,247.36	89,748.45
<u>NUTRITION</u>					
219-102 CASH CHANGE	<u>25.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25.00</u>	<u>0.00</u>
219-104 CASH IN INT BEARING ACCTS	<u>278,444.89</u>	<u>87,532.40</u>	<u>(88,967.30)</u>	<u>277,009.99</u>	<u>(1,434.90)</u>
TOTAL 219-NUTRITION	278,469.89	(87,532.40)	(88,967.30)	277,034.99	(1,434.90)
<u>LIBRARY FINES FUND</u>					
226-104 CASH IN INT BEARING ACCTS	<u>107,012.15</u>	<u>5,963.03</u>	<u>(2,916.77)</u>	<u>110,058.41</u>	<u>3,046.26</u>
TOTAL 226-LIBRARY FINES FUND	107,012.15	(5,963.03)	(2,916.77)	110,058.41	3,046.26

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: MARCH 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>AIRPORT</u>					
230-104 CASH IN INT BEARING ACCTS	116,320.93	1,090.23	(139,781.60)	(22,370.44)	(138,691.37)
TOTAL 230-AIRPORT	116,320.93	(1,090.23)	(139,781.60)	(22,370.44)	(138,691.37)
<u>DEBT SER-TID #7 WSTWD ADD</u>					
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
<u>DEBT SER-TID #8 CONF CTR</u>					
304-104 CASH IN INT BEARING ACCTS	75,533.49	18,720.00	(82,500.00)	11,753.49	(63,780.00)
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	75,533.49	(18,720.00)	(82,500.00)	11,753.49	(63,780.00)
<u>DEBT SERV-TID #9 VANTAGE</u>					
305-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	0.00	0.00	0.00	0.00
<u>TID #14 - PEPSI WIS-PAK</u>					
308-104 CASH IN INT BEARING ACCTS	0.00	63,879.68	0.00	63,879.68	63,879.68
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	(63,879.68)	0.00	63,879.68	63,879.68
<u>TID #15 - PROBUILD</u>					
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
<u>TID #16 - INNOVATIVE SYS</u>					
310-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 310-DEBT SERV-TID #16-INNOVAT	0.00	0.00	0.00	0.00	0.00
<u>TID #17 - WOODS ADDITION</u>					
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
<u>TIE #18 - STARLITE ESTAT</u>					
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
<u>TID #19 - ANTACH/MHA</u>					
313-104 CASH IN INT BEARING ACCTS	12,584.43	0.00	(12,584.43)	0.00	(12,584.43)
TOTAL 313-TID #19 ANTACH/MHA	12,584.43	0.00	(12,584.43)	0.00	(12,584.43)
<u>TID #20 - MORRIS</u>					
314-104 CASH IN INT BEARING ACCTS	0.00	14,043.80	0.00	14,043.80	14,043.80
TOTAL 314-TID #20-MORRIS	0.00	(14,043.80)	0.00	14,043.80	14,043.80

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: MARCH 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>TID #21 - HOHN ENTERPR.</u>					
315-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 315-TID #21 HOHN ENTERPRISES	0.00	0.00	0.00	0.00	0.00
<u>TID #22 - KUSTOM CYCLES</u>					
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
<u>TID #24 - PERFORMANCE PET</u>					
318-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 318-TID #24-PERFORMANCE PET	0.00	0.00	0.00	0.00	0.00
<u>TID #26 - WESTERN BLDG</u>					
319-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 319-TID #26-WESTERN BUILDING	0.00	0.00	0.00	0.00	0.00
<u>TID #27 - FIALA HOUSING</u>					
320-104 CASH IN INT BEARING ACCTS	1,049.76	1,375.52	0.00	2,425.28	1,375.52
TOTAL 320-TID#27-FIALA HOUSING	1,049.76	(1,375.52)	0.00	2,425.28	1,375.52
<u>TID #28 - FLATS ON HAVENS</u>					
321-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 321-TID #28-FLATS ON HAVENS	0.00	0.00	0.00	0.00	0.00
<u>TID #29 - WOOLWORTH</u>					
322-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 322-TID #29-WOOLWORTH	0.00	0.00	0.00	0.00	0.00
<u>TID #30 - SHARPSTONE</u>					
323-104 CASH IN INT BEARING ACCTS	101.37	0.00	0.00	101.37	0.00
TOTAL 323-TID #30-SHARPSTONE	101.37	0.00	0.00	101.37	0.00
<u>TID #31 - 15TH STREET</u>					
324-104 CASH IN INT BEARING ACCTS	0.00	1,776.90	0.00	1,776.90	1,776.90
TOTAL 324-TID #31-15TH STREET	0.00	(1,776.90)	0.00	1,776.90	1,776.90
<u>INDOOR SWIMMING POOL</u>					
350-104 CASH IN INT BEARING ACCTS	633,610.17	16,500.00	0.00	650,110.17	16,500.00
TOTAL 350-INDOOR SWIMMING POOL	633,610.17	(16,500.00)	0.00	650,110.17	16,500.00
<u>WATER</u>					
602-104 CASH IN INT BEARING ACCTS	9,056,450.00	1,677,360.37	(864,371.10)	9,869,439.27	812,989.27
602-1072 WATER OPERATING CERT OF DEPOSI	0.00	0.00	0.00	0.00	0.00
TOTAL 602-WATER	9,056,450.00	(1,677,360.37)	(864,371.10)	9,869,439.27	812,989.27

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: MARCH 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>SEWER</u>					
604-104 CASH IN INT BEARING ACCTS	4,052,234.07	8,968,235.32	(5,782,828.39)	7,237,641.00	3,185,406.93
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	4,052,234.07	(8,968,235.32)	(5,782,828.39)	7,237,641.00	3,185,406.93
<u>AIRPORT</u>					
606-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 606-AIRPORT	0.00	0.00	0.00	0.00	0.00
<u>SANITATION</u>					
612-102 CASH CHANGE	300.00	0.00	0.00	300.00	0.00
612-104 CASH IN INT BEARING ACCTS	3,372,869.97	547,816.65	(858,615.93)	3,062,070.69	(310,799.28)
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	678,720.19	1,109.70	0.00	679,829.89	1,109.70
612-1047 INVESTMENT FOR MRLF CL/POST-C	978,219.87	10,175.91	0.00	988,395.78	10,175.91
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	5,058,050.03	(559,102.26)	(858,615.93)	4,758,536.36	(299,513.67)
<u>CORN PALACE</u>					
613-102 ATM CASH CHANGE	10,000.00	0.00	0.00	10,000.00	0.00
613-1021 CASH CHANGE	6,620.00	0.00	0.00	6,620.00	0.00
613-104 CASH IN INT BEARING ACCTS	314,338.73	238,851.41	(363,365.57)	189,824.57	(124,514.16)
613-1072 DESIGNATED CP TILES-PHASE 2	0.00	0.00	0.00	0.00	0.00
613-1073 DESIGNATED FOR CAPITAL IMPROVE	0.00	0.00	0.00	0.00	0.00
613-1074 DESIGNATED-PRE STURGIS PARTY	6,906.32	0.00	0.00	6,906.32	0.00
TOTAL 613-CORN PALACE	337,865.05	(238,851.41)	(363,365.57)	213,350.89	(124,514.16)
<u>GOLF COURSE</u>					
614-104 CASH IN INT BEARING ACCTS	414,652.02	143,252.98	(381,166.62)	176,738.38	(237,913.64)
614-1045 DESIGNATED-CART REPLACEMENT	0.00	50,000.00	0.00	50,000.00	50,000.00
614-1046 DESIGNATED-PHASE III	0.00	250,000.00	0.00	250,000.00	250,000.00
TOTAL 614-GOLF COURSE	414,652.02	(443,252.98)	(381,166.62)	476,738.38	62,086.36
<u>CAMPGROUND</u>					
619-102 CASH CHANGE	100.00	0.00	0.00	100.00	0.00
619-104 CASH IN INT BEARING ACCTS	218,359.09	16,391.60	(25,034.85)	209,715.84	(8,643.25)
TOTAL 619-CAMPGROUND	218,459.09	(16,391.60)	(25,034.85)	209,815.84	(8,643.25)

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: MARCH 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>EMERGENCY MEDICAL SERVICE</u>					
621-104 CASH IN INT BEARING ACCTS	591,209.08	249,014.74	(521,422.95)	318,800.87	(272,408.21)
621-1045 ASSIGNED CASH-AMBULANCE REPL	0.00	0.00	0.00	0.00	0.00
621-1046 ASSIGNED CASH-UTV	0.00	0.00	0.00	0.00	0.00
TOTAL 621-EMERGENCY MEDICAL SERVICE	591,209.08	(249,014.74)	(521,422.95)	318,800.87	(272,408.21)
 <u>HEALTH INSURANCE</u>					
652-104 CASH IN INT BEARING ACCTS	4,574,665.08	1,003,695.60	(778,982.13)	4,799,378.55	224,713.47
TOTAL 652-HEALTH INSURANCE	4,574,665.08	(1,003,695.60)	(778,982.13)	4,799,378.55	224,713.47
 <u>AGENCY FUNDS</u>					
700-104 CASH IN INT BEARING ACCTS	0.00	256,449.93	(256,449.93)	0.00	0.00
700-1041 BID DEPOSITS	55,800.00	2,000.00	(2,000.00)	55,800.00	0.00
700-10411CORN PALACE GAMES	22,395.57	92,990.11	(77,755.18)	37,630.50	15,234.93
700-1042 REVENUE FOR STATE	24,564.56	41,694.27	(39,762.34)	26,496.49	1,931.93
700-1044 PARKS & RECREATION	3,627.46	0.00	0.00	3,627.46	0.00
700-1045 MCSF ROUND-UP	730.74	248.03	0.00	978.77	248.03
700-1050 PUBLIC SAFETY-DARE	1,365.29	0.00	0.00	1,365.29	0.00
TOTAL 700-AGENCY FUNDS	108,483.62	(393,382.34)	(375,967.45)	125,898.51	17,414.89
 <u>SPECIAL ASSESSMENT-710</u>					
710-104 CASH IN INT BEARING ACCTS	574,489.22	9,984.02	0.00	584,473.24	9,984.02
TOTAL 710-SPECIAL ASSESSMENT-710	574,489.22	(9,984.02)	0.00	584,473.24	9,984.02
 <u>2011 STREET CONST</u>					
724-104 CASH IN INT BEARING ACCTS	267,050.11	647.85	0.00	267,697.96	647.85
TOTAL 724-STREET CONSTRUCTION	267,050.11	(647.85)	0.00	267,697.96	647.85
 <u>FLEXIBLE SPENDING ACCT</u>					
753-104 CASH IN INT BEARING ACCTS	0.00	27,937.04	(50,380.88)	(22,443.84)	(22,443.84)
TOTAL 753-FLEXIBLE SPENDING ACCT	0.00	(27,937.04)	(50,380.88)	(22,443.84)	(22,443.84)
GRAND TOTAL	60,994,245.60	(29,439,471.63)	(25,133,572.51)	65,300,144.72	4,305,899.12
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*** END OF REPORT ***

Date:

To: Mayor & City Council
Re: March 2025 Building Permits



	Permit #	Name	Address	Building	Contractor	Cost	Fee	Category
1	15383	Mike & Anne Powers	122 Mattie St.	New Home	Dak. Cust. Builders	\$ 293,000.00	\$ 916.00	New Residential
2	15384	Todd Boyd	155 South Harmon Dr.	New Home	Smooth Bulding	\$ 333,575.00	\$ 1,017.00	New Residential
3	15385	Steve Fishgold	2705 Winsor Ct.	unattached garage	ECL	\$ 9,000.00	\$ 75.00	Garages/Sheds
4	15386	Cristian Pinede	211 W. 15th Ave.	Egress windows	Owner	\$ 3,000.00	\$ 20.00	Re-roof/shingle
5	15387	Ron Steinberg	912 W. Cedar Ave	Windows	Your Home Impr. Co.	\$ 3,800.00	\$ 20.00	Re-roof/shingle
6	15388	Scott Rentals	620 S. Rowley St.	Re-side\windows	Owner	\$ 20,000.00	\$ 20.00	Re-roof/shingle
7	15389	Matt Venosdel	2639 Anthony Ave.	Finish Basement	Mueller Lumber	\$ 15,000.00	\$ 110.00	Residential Additions
8	15390	MattLuczake	2740 Anthony Ave.	Home Addn.	AES Const.	\$ 56,700.00	\$ 301.00	Residential Additions
9	15391	Sandbox Ventures	402 E. Norway Ave.	Rework space	Pro-Contracting	\$ 60,000.00	\$ 474.00	Commercial Additions
10	15392	Kromer Build-out	1850 N. Main St.	Rework space	Peutz Design	\$ 1,833,555.00	\$ 6,040.00	Commercial Additions
11	15393	Terry Rieveld	88 S. Harmon Dr.	Storage Bldg. addn.	B. Waldner	\$ 51,400.00	\$ 290.00	Garages/Sheds
12	15394	Keith Weigandt	3600 N. Foster St..	54x80 Shed	Krogman Const.	\$ 96,000.00	\$ 421.00	Garages/Sheds
13	15395	Jim Spaans	1705 Charles Ave.	Finish Basement	Owner	\$ 16,000.00	\$ 123.00	Residential Additions
14	15396	Jeff Bruntz	2812 Winsor Ct.	unattached garage	ECL	\$ 7,950.00	\$ 75.00	Garages/Sheds
15	15397	Evers Duplex #2	2817\2819 Cottonwood Cr.	New Duplex	ECL	\$ 270,600.00	\$ 861.00	Duplexes
16	15398	Pro Ecclesia	1417 W. Ash Ave.	Rework space	Puetz Design	\$ 89,000.00	\$ 590.00	Residential Additions
17	15399	Vern Eide Ford	2300 N. Main St.	Enlarge Restrooms	Pro-Contracting	\$ 30,350.00	\$ 285.00	Commercial Additions
18	15400	Wal-Mart	1101 E. Spruce St.	Rework space	BRR Archt.	\$ 50,000.00	\$ 415.00	Commercial Additions
19	15401	David and Patricia Haynes	1137 Woods Cr.	New Home	Future Invst.	\$ 135,000.00	\$ 523.00	New Residential
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
Total						\$ 3,373,930.00	\$ 12,576.00	

Sincerely,
John D. Hegg

Building Official

MITCHELL POLICE DEPARTMENT

ACTIVITY REPORT FOR MARCH 2025

MAR 2024	MAR 2025	YEAR TO DATE 2025
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CALLS			
Calls for Service (6 Counties)	767	760	2,014
Calls for Service (City of Mitchell)	763	755	2,204
Case Reports Written (City Mitchell)	199	182	498
TOTAL CALLS ANSWERED	1729	1697	4,716

TRAFFIC STOPS PERFORMED			
Mitchell Police	195	296	876
All other counties	815	874	2485
TOTAL TRAFFIC STOPS	1010	1170	3361

ACCIDENTS			
TOTAL ACCIDENTS REPORTED	19	18	63

TICKETS ISSUED	103	143	371
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WARNING TICKETS ISSUED	169	262	727
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PARKING TICKETS ISSUED	79	26	167
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Dean Knippling
Chief of Police

Mitchell Fire Rescue Monthly reports for 2025

Amb Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total amb calls	171	181	132										484
Amb. Transfers Out of Town	9	4	3										16
													500
Fire Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total fire calls	19	38	24										81
City fire calls	16	32	18										66
County fire calls	3	6	6										15
EMS assist calls	53	75	42										170
Total Responses													332
Fire Preven. Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Fire Inspections	0	32	7										39
Consultations/Plans	13	28	70										111
Public Education	3	3	2										8
Fire Investigations	0	0	1										1
Total Activity													159
Dept. Other Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total Activities	22	27	19										68
Dept. tours	8	3	2										13
Public Education	3	5	10										18
Total Activity													99
Total CFS/Activity													Total
													1074

March 2025 monthly Code Enforcement report:

- As of 04/14/25 Code Enforcement is currently monitoring 17 properties in the city of Mitchell.
- There were no snow removals in the month of March.

Sincerely,



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

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	April 21, 2025	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	MADC Quarterly Report		
Explanation/Background of Agenda Item Requested:			



QUARTER 1 REPORT

2025

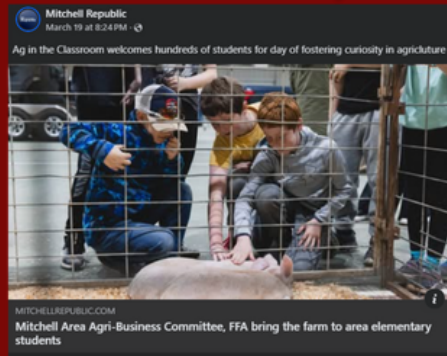
Mitchell Area Chamber of Commerce

New members

- Elite Lawn Solutions
- Big Dog Concrete
- Toothology
- Ace Realty
- USPS
- Greenway Farms
- B&G Milkyway
- Wild Oak Golf Course
- EOS Worldwide - Craig Morris



Mitchell Day at the Legislature



Ag in the Classroom Article



Ribbon Cutting at designArc Group



First Friday Coffee at American Family

Ribbon cuttings

designArc Group - March 11
Elite Lawn Solutions - March 18

1

Agri-Business

- **Commodities Seminar (2/26)**
 - Mitchell Tech
 - 150 attendees
- **AG in the Classroom (3/19)**
 - Davison County Fairgrounds
 - Area 4th graders
 - 250 children attended

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Government Affairs

- **Leadership Mitchell**
 - **January 16:** Business, Industry, & City/County Government
 - **February 20:** Mitchell Day at the Legislature
 - **March 20:** Technology, Education, and Boardmanship
- **District 20 Legislative Forum (1/7)**
- **Coffee with Legislatures (1/31)**
- **State of the Schools Luncheon (2/6)**
- **Cracker Barrell (2/28)**

3

Connect Mitchell

- **First Friday Coffee**
 - American Family Insurance (1/3)
 - Mitchell United Way (2/7)
 - My Place Hotel (3/7)
- **Community Concierge hosted Newcomer Events:**
 - January 21- Palace City Brewing Co. (28 attendees)
 - February 25-27- Presented at the SDGOED Conference
 - March 25 - Footloose Dinner Theatre (16 attendees)
- **Chamber Recognition Event (1/15)**
- **Lunch & Learn (1/30)**
 - Creative Advantages
- **Journey to Success (3/4)**

Mitchell Convention & Visitors Bureau

Staff at Pheasant Fest



Staff at ABA

Southeast Visitor Spending Timeline
Amounts in \$ millions, and 2024 % change

	2020	2021	2022	2023	2024	2024 Growth	Share of Region	Share of State
Southeast	\$1,209.0	\$1,586.1	\$1,862.7	\$1,959.9	\$2,048.0	4.5%	100.0%	40.2%
State Total	\$3,343.4	\$4,387.1	\$4,729.9	\$4,962.7	\$5,099.4	2.8%		100.0%
Bon Homme County	\$4.8	\$6.0	\$6.2	\$7.5	\$7.1	-4.4%	0.3%	0.1%
Clay County	\$21.4	\$29.2	\$30.9	\$34.4	\$35.4	2.8%	1.7%	0.7%
Davison County	\$85.0	\$104.7	\$111.7	\$114.6	\$118.4	3.3%	5.8%	2.3%

2024 SESD Spending

1

2024 Visitor Spending Data

In 2024, the CVB received \$250,000 in subsidy funding. That year, visitor spending generated \$9.1 million in state and local taxes, delivering a \$36.40 return for every city dollar invested. Even with a conservative estimate, halving the figure, the return is still \$18.20 per dollar. Southeast South Dakota led the state in visitor spending, accounting for 40.2% of all tourism dollars. Davison County alone saw \$118.4 million in visitor spending, a 3.3% increase from 2023. This growth underscores the success of our tourism marketing and strategic efforts, positioning Mitchell as a top destination and driving regional economic impact.

2

Pheasant Fest

From March 7-9, our staff attended Pheasant Fest in Kansas City, MO, where we engaged with potential visitors and pheasant hunters to promote Mitchell as a top hunting destination. Through meaningful conversations, we highlighted the area's excellent hunting opportunities, local amenities, and attractions, reinforcing why Mitchell is the perfect place for outdoor enthusiasts. Our presence at the event helped strengthen connections with hunters and outdoor recreationists, further supporting our efforts to attract visitors and boost tourism spending in the region.

3

ABA & Bus Tour Initiatives

From January 31 to February 4, our staff attended the American Bus Association Conference in Philadelphia, where we met with bus tour operators to promote Mitchell as a must-stop destination. We showcased customized tour packages, including food options, dinner theatre experiences, and historical adventures, designed to encourage groups to extend their stay. By highlighting Mitchell's unique attractions and group-friendly offerings, we positioned the city as an ideal overnight stop, aiming to increase visitor spending and enhance our local tourism economy.

Mitchell Area Development Corporation



Workforce Retention Summit

Workforce Development

• Workforce Retention Summit

- The MADC hosted a Workforce Retention Summit in partnership with DWU, NorthWestern Energy, the Department of Labor, and SD Manufacturing & Technology.
- This event was held on Thursday, March 20 from 10 a.m. to 1 p.m. and featured speakers who talked about LEAN training and making the workplace more efficient.

• Young Professionals Group

- The MADC has created a Young Professionals Group with the goal of connecting young business professionals in town, in hopes of helping businesses retain them.
- Trivia Night is held on the 2nd Tuesday of each month starting January 2025.
 - January 14, 90s Pop Culture, Palace City Brewing
 - February 11, Movies, The Depot
 - March 11, TV Shows, Dr. Lucky's

• Workforce Events

- January: Walk-In Hiring
- February: Drive-Through Hiring
- March: Statewide Virtual Hiring Event



Young Professionals Trivia Winners

Workforce Housing

• South Lake Estates

- The first Governor House has been placed in the South Lake Housing Development, offering affordable and quality housing options for eligible residents.

Business Recruitment/Retention

• Industrial Park

- The MADC secured \$1million USDA loan for the development of the industrial park.

• Welcome To Your Palace

- The MADC welcomed 7 newcomers to Mitchell with a \$100 gift card and a welcome bag.

• DOT Railroad Board

- Highplains Processing will save almost 33% in interest due to a new rate from the South Dakota Rail Authority.
- They will go from 2.95% down to 2% on \$12.6 million.



February Drive-Through Job Fair



Governor's House



Newcomer Welcomed to Mitchell

Mitchell Area Development Corporation

Community Development/Misc

- **MADC Strategic Planning**
 - The MADC held a strategic planning session with the board of directors in February.
 - Three goals from this session
 - Support business expansion
 - Generate revenue
 - Expand public perception
- **The MADC, Chamber, CVB, and Mitchell Main Street & Beyond hosted the Annual Recognition Event in January.**
 - This event was held at the Masonic Hall with just under 200 attendees.
 - Award Winners
 - Main Street Champion: The Diamond Store
 - Community Volunteer: The People of LifeQuest
 - Tourism Excellence: Palace City Pre-Sturgis Party
 - Family Businesses of the Year: Boyds Financial
 - Chamber Volunteer of the Year: Tammy Hagmann
 - Harold Hagen Award: Laurie Cooper
- **Friday Finds Videos**
 - Weekly videos are posted to social media highlighting local events.
- **2025 Community of the Year**
 - Mitchell, SD proudly received the 2025 Community of the Year award at the South Dakota Governor's Conference on Economic Development.
- **Hosted Governor Larry Rhoden**
 - The MADC hosted Governor Larry Rhoden in Mitchell and toured Trail King, Boyds Gunstocks, High Plains Processing, and housing developments. He also ate lunch with both the MADC and Chamber board members.



2025 Annual Recognition Event



2025 Community of the Year



Governor Visits Mitchell

Dakota Heartland Development Association



1

Business Development

PARKSTON –

- Kaylor Agri Services (aka Kaylor Grain) announced plans to build a value-added ag processing facility on the South side of Parkston to fill the need for a specialty dairy feed market.
- Utilizing Kaylor's announcement, Parkston Area Development Corp. (PADC) plans to build a 40-acre business park to accommodate the future growth of this and other businesses.
- PADC is investing \$4+million in total project costs using various funding sources for future business development.

2

Housing

REGION –

- Attended a Dakota Resources Training Event with Board Members from Tripp in Mitchell focused on ideas to Help Small Communities Renovate Existing Housing – including Tools and Resources available to participants to get started.

3

Advocacy

ACTIVITIES IN PIERRE –

- Coordinated and Implemented the 15th Annual Corsica/Armour Day at the Legislature with community representatives serving Dakota Tom Sandwiches and conversations regarding hot topics like childcare funding.
- Governor Rhoden Addressed economic developers from across the State regarding economic development issues and his vision for the future of South Dakota during Economic Development Professionals Assn. (EDPA) at the Legislature in February.

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:	April 21, 2025	Requested By:	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	\$85,000		
Agenda Item:	Purchase of Bobcat Toolcat and Angle Broom Attachment from Pfeifer Implement via Sourcewell Contract		
Explanation/Background of Agenda Item Requested:	A budgeted Toolcat with Angle Broom attachment will be acquired to assist with maintaining the expanding paved trail system as well as other related parks duties. Since the unit also has a loader and a box, it is very versatile in its function for the department. The amount budgeted for this purchase is \$85,000. The total for the Toolcat and the angle broom is \$82,540.33. It should be noted that some people might wonder why the need for another unit, but earlier this year our older Toolcat (still in use) broke down, and people called, wondering why the trails along the lake (and elsewhere) weren't yet cleared of snow. Without working into the evening or the next day or two, the work gets delayed. Since even more paved trails will be completed this year (and hopefully in the not-to-distant future, as well), the workload and expectations increase.		



Product Quotation
Quotation Number: **ZW1116071**
Quote Sent Date: **Apr 08, 2025**
Expiration Date: **May 08, 2025**

Your Bobcat Contact
Zachary Wollak
Phone:
Email: zachary.wollak@doosan.com

Your Customer Contact

Deliver to
CITY OF MITCHELL G4986
421 S FOSTER
MITCHELL, SD, 57301

Pat Schut
Pfeifer Implement Co, Sioux Falls, SD
5301 WEST 12TH STREET
SIOUX FALLS, SD, 57106-0240

Bill to
CITY OF MITCHELL G4986

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW56	M1225	1	64,464.00	64,464.00
Standard Equipment:				
Adjustable Vinyl Seats		Horsepower Management		
All-Wheel Steer		Roll Over Protective Structure (ROPS) . Meets Requirements of		
Automatically Activated Glow Plugs		SAE-J1040 & ISO 3471		
Auxiliary Hydraulics		Falling Object Protective Structure (FOPS) . Meets		
Variable Flow with dual direction detent		Requirements of SAE-J1043 & ISO3449, Level I		
Beverage Holders		Dome Light		
Bob-Tach		Hydraulic Dump Box		
Boom Float		Instrumentation: Standard 5" Display with Keyless Start, Engine		
Cargo Box Support		Temperature and Fuel Gauges, Hour meter, RPM and Warning		
Cruise Control		Indicators. Includes maintenance interval notification, fault		
Speed Management		display, job codes, quick start, and security lockouts.		
Enclosed Cab with HVAC		Joystick, Manually Controlled with Lift Arm Float		
Dual Port USB charger		Lift Arm Support		
Lower Engine Guard		Parking Brake, automatic		
Limited Slip Transaxle		Power Steering with Tilt Steering Wheel		
Engine and Hydraulic Monitor with Shutdown		Radiator Screen		
Front LED Work Lights		Rear Receiver Hitch		
Full-time Four-Wheel Drive		Seat Belts, Shoulder Harness		
		Spark Arrestor Muffler		
		Suspension, 4-wheel independent		
		Tires: 27 x 10.5-15 (8 ply), Lug Tread		
		Toolcat Interlock Control System (TICS)		
		Two-Speed Transmission		
		Machine Warranty: 12 Months, unlimited hours		
		Bobcat Engine Warranty: Additional 12 Months or total of 2000		
		hours after initial 12 month warranty		
Deluxe Road Package	M1225-P01-C01	1	2,600.00	2,600.00
<i>Included:</i> Deluxe Road Package includes:				
Backup Alarm, Turn Signals, Flashers, Tail				
Lights, Brake Lights, Rear view mirror, Side				
Mirrors, Horn, Rear work lights, and				
headlights				
Attachment Control	M1225-R08-C02	1	224.80	224.80
Engine Block Heater	M1225-A01-C02	1	128.00	128.00

Heavy Duty Battery	M1225-R07-C02	1	92.00	92.00
High Flow Package	M1225-R03-C02	1	1,736.00	1,736.00
Interior Trim	M1225-A01-C04	1	180.80	180.80
Power Bob-Tach	M1225-R14-C03	1	1,012.00	1,012.00
Radio Option	M1225-R15-C02	1	474.40	474.40
Rear View Camera	M1225-R20-C01	1	315.20	315.20
Traction Control	M1225-R16-C02	1	556.80	556.80
29 X 12.5 Turf Tires	M1225-R05-C05	1	860.00	860.00
68" Heavy Duty Bucket	7272679	1	1,301.12	1,301.12
Bolt-On Cutting Edge, 68"	6718006	1	282.46	282.46
Electrical & Lighting - Strobe Light Kit	7424783	1	242.81	242.81
Total for Bobcat UW56				74,470.39
Quote Total - USD				74,470.39
Dealer P.D.I.				150.00
Tariff Surcharge				0.00
Freight Charges				1,400.00
Destination Charges				110.00
Dealer Assembly Charges				217.50
Quote Total - USD				76,347.89

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer acceptance:

Quotation Number:: ZW1116071

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



Product Quotation
Quotation Number: **ZW1116083**
Quote Sent Date: **Apr 08, 2025**
Expiration Date: **May 08, 2025**

Your Bobcat Contact
Zachary Wollak
Phone:
Email: zachary.wollak@doosan.com

Your Customer Contact

Deliver to
CITY OF MITCHELL G4986
421 S FOSTER
MITCHELL, SD, 57301

Pat Schut
Pfeifer Implement Co, Sioux Falls, SD
5301 WEST 12TH STREET
SIOUX FALLS, SD, 57106-0240

Bill to
CITY OF MITCHELL G4986

Item Name	Item Number	Quantity	Price Each	Total
68" Angle Broom	7337703	1	5,923.44	5,923.44
Total for 68" Angle Broom				5,923.44
Quote Total - USD				5,923.44
Dealer P.D.I.				50.00
Tariff Surcharge				0.00
Destination Charges				219.00
Quote Total - USD				6,192.44

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer acceptance:

Quotation Number:: ZW1116083

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Bobcat Company, 250 East Beaton Dr., West Fargo, ND 58075 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medium Duty and Compact Construction Equipment with Related Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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:	April 21, 2025	Requested By:	Kevin Nelson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	\$80,000		
Agenda Item:	Purchase of Indoor Playground for the Rec Center via Sourcewell Contract		
Explanation/Background of Agenda Item Requested:	A larger private donation was received in 2023, and this purchase will be acquired this funding via a Sourcewell contract. The unit will be set up in the large room just south of the conference/party room. Admission will be via day pass or membership. There will be designated times for Saturday morning birthday parties, etc.		



CITY OF MITCHELL PUBLIC WORKS
612 N MAIN STREET
MITCHELL SD 57301

31 MARCH 2025

PROPOSAL 14187D

Soft Play Sourcewell Contract #010521-LTS-7

W E L C O M E



**We are advancing the power of play
through immersive designs that push
the boundaries of what's possible.**

**The customer experience is changing, and
Soft Play® is adapting and changing along with
it to stay at the forefront of the innovative play.**

**Using play to enhance the customer journey,
we provide a distinctive, memorable
experience that delivers lasting results.**



INTRODUCTION

Hello,

We are excited for the opportunity to create a one-of-kind experience for you to transform your space into a high-value entertainment setting where your guests will not only see your brand, but they will experience it.

The Soft Play® team is working hard at studying your space, vision, brand and target audience to create a unique experience for you that will deliver lasting results.

We hope you will enjoy your new experience and the exciting adventure it will bring to you and your facility!

The Soft Play Team

Soft Play Sourcewell Contract #010521-LTS-7





THE DESIGN

WE ARE INSPIRED BY PLAY

CONCEPT

We push the bounds of what's possible, transforming spaces into immersive experiences that activate brands, wow the audience, and deliver lasting results. Our designs elevate the customer experience by creating innovative and proven entertainment that will differentiate you from your competition, attract customers, and increase visit frequency.



Soft Play Sourcewell Contract #010521-LTS-7

EXPERIENCE DESIGN

Our greatest assets are our creative designers and storytellers. The Soft Play creative team offers you the ability to make a statement through distinctive ideation and creative execution. We use well-established methodologies and leading concepts and practices to ensure your experience is unique and impactful. All details are taken into consideration: your brand, existing décor, ADA accessibility, fire codes, ASTM safety regulations, operations, and maintenance of your experience.

PERFORMANCE DESIGN

As a global leader in experience design, Soft Play combines innovation with performance, delivers superior quality and safety, representing a lasting value and has little impact on the environment. All our products are American made and meet or exceed industry quality, safety, and environmental standards; including:

- ISO 9001-2000
- ISO 14001
- OHSAS 18001
- ASTM 1918
- Consumer Product Safety Improvement Act

WELCOME TO YOUR NEW EXPERIENCE.

TAKE A CLOSER LOOK





[VIEW](#)

Soft Play Sourcewell Contract #010521-LTS-7



Soft Play Sourcewell Contract #010521-LTS-7

OVERALL SPECIFICATIONS



SIZE :
16'-0" L x 16'- 0" W
4.88m. L x 4 .88 m. W



SURFACE AREA :
151 sq. ft.
14 sq. m



HEIGHT :
11'3 1/2" high
3.44 m. high



PLAY
CAPACITY :
40



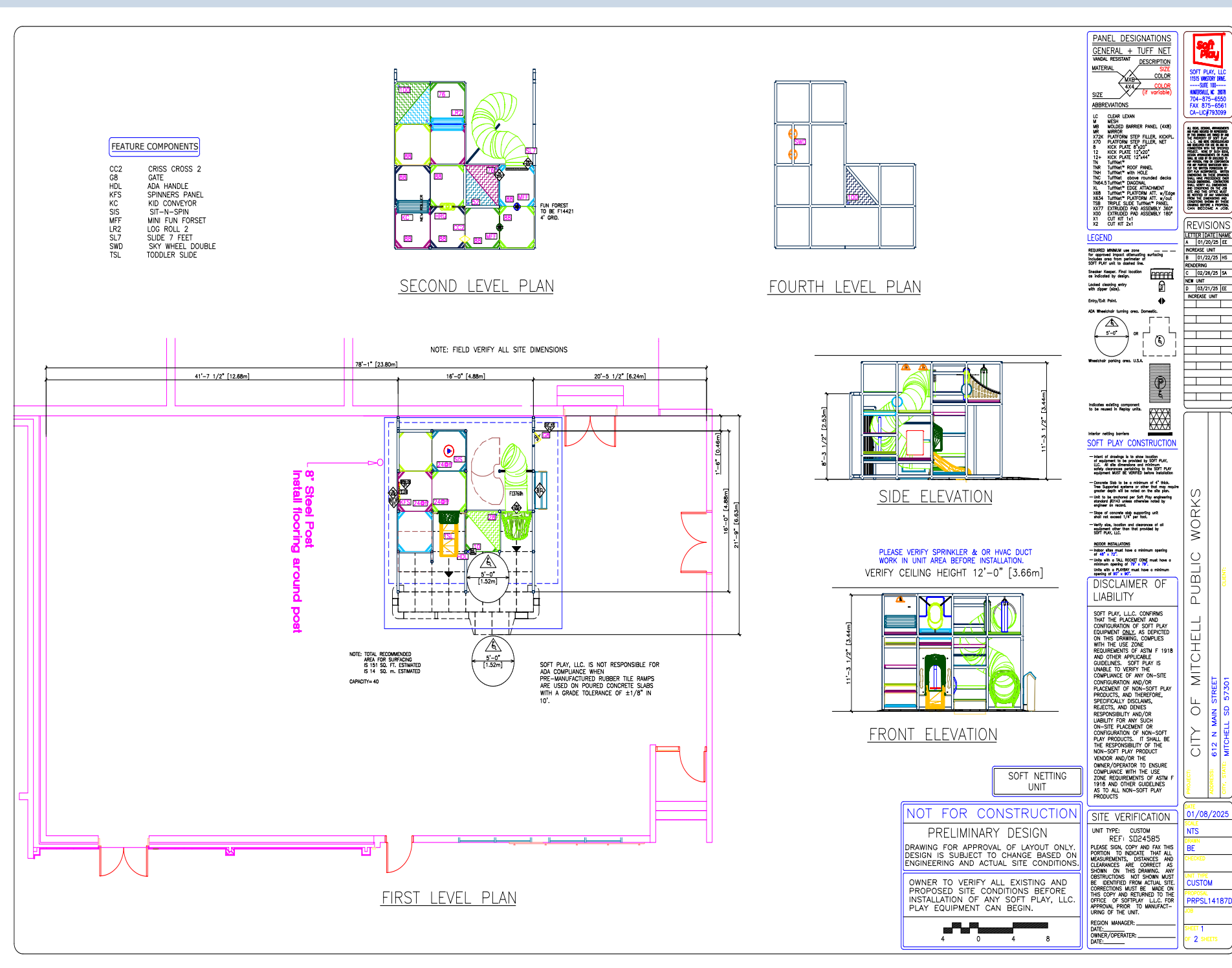
SOFT PLAY PROJECT PROPOSAL

VIEW

Soft Play Sourcewell Contract #010521-LTS-7

DESIGNS ARE THE PROPERTY OF SOFT PLAY, LLC AND ARE NOT TO BE SOLD, DISTRIBUTED, OR MANUFACTURED WITHOUT EXPRESS WRITTEN CONSENT. PRICES, COLORS, AND DESIGNS ARE SUBJECT TO CHANGE AT THE DISCRETION OF SOFT PLAY, LLC

2022 © SOFT PLAY LLC



DETAILED DRAWINGS

Soft Play Sourcewell Contract #010521-LTS-7

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2022 © SOFT PLAY LLC

SOFT PLAY PROJECT PROPOSAL

DETAIL



FRAME SYSTEM

TRADITIONAL 2" SYSTEM

The traditional system, a 2" pipe and pad playground system is our most popular option. It offers the opportunity to easily replace the pads and update the look of the playground.



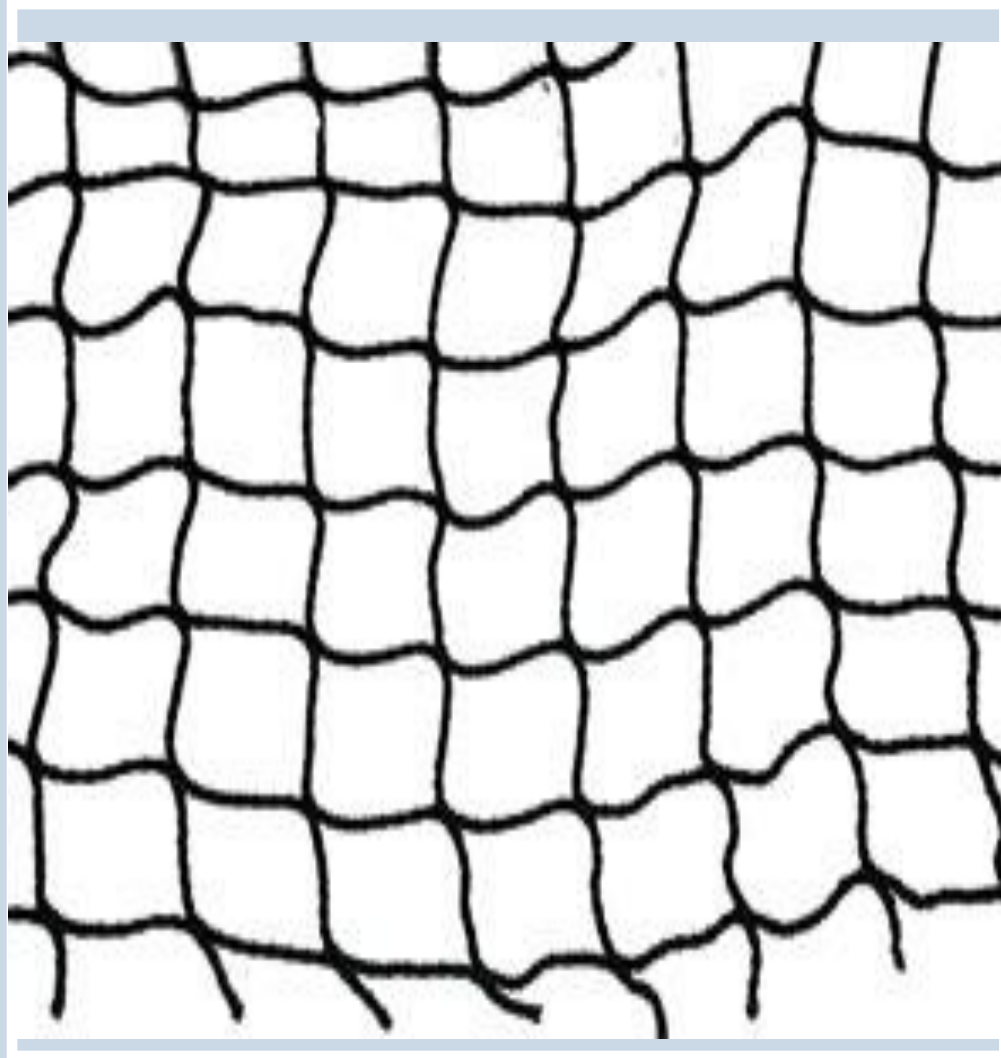
OVERVIEW

- 2" pipe & pad
- 4' modular grids with 14 G. galvanized frame
- Variety of post pad colors to activate your brand's colors
- Large number of unique and exclusive to Soft Play® play events



MATERIALS

SOFT NET NETTING



SYSTEM NETTING

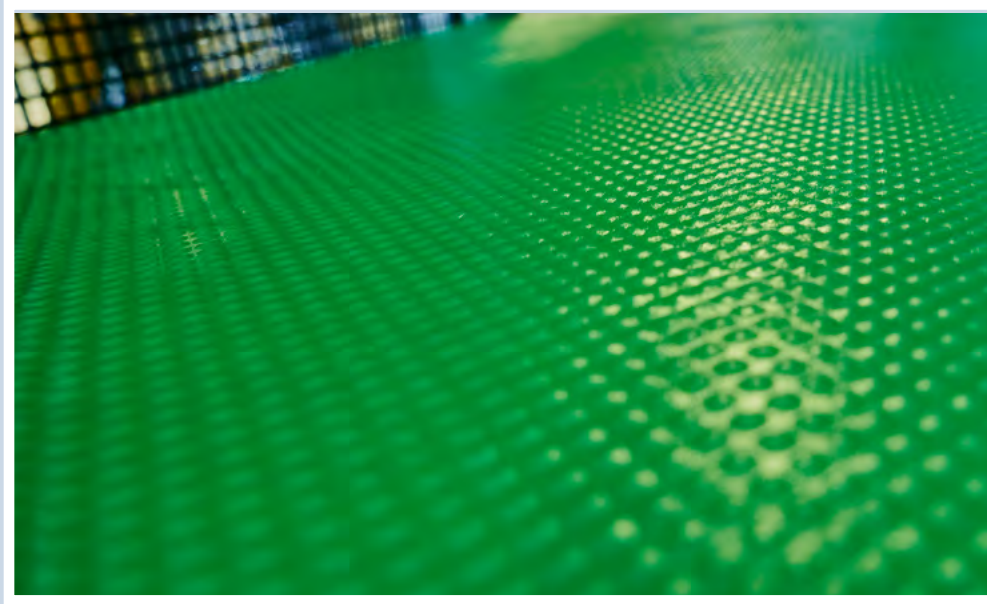
OVERVIEW

- 2" x 2" grid
- Nylon Construction
- Attached to play structure by fiberglass rods and electrical ties
- Heavy duty barrier
- Upper levels
- Available in sheet, tube, or cube shapes



MATERIALS

ROTOMOLDED DECK SYSTEMS



SURFACES + DECKS

OVERVIEW

- Modernizes the tower appearance
- Adds textured surfaces for slip-resistance
- Provides greater durability and longer life
- Available in variety of colors
- Consistent thickness of the walls



MATERIALS

ROTOMOLDED COMPONENTS



COMPONENTS

OVERVIEW

- Provides greater durability and longer life
- Consistent thickness of the walls
- Available in variety of colors

Proposal

**Bill To**

City of Mitchell Public Works
612 N Main Street
MITCHELL SD 57301
United States

Proposal 14187

Revision: D _01

Date: 03/31/2025

Proposal expiration: 60 days

Terms: 10% DEP, 70% upon receipt,
20% upon completion

Sales Consultant: Curtis Tiano

Inco Terms:

Ship To

City of Mitchell Public Works
612 N Main Street
MITCHELL SD 57301
United States

Quantity	Item	Unit Price	Amount
1	Custom 2" Tower - Soft Net	\$55,515.49	\$55,515.49
1	Rubber Safety Tile Tile to be Blue/Black 151sf	\$5,033.33	\$5,033.33
1	Installation	\$15,487.18	\$15,487.18
1	Shipping & Handling Charge *Shipping is subject to change	\$3,964.00	\$3,964.00

*Soft Play will need a copy of the
Tax Exempt Certificate*

Subtotal \$80,000.00

Tax(6.2%) Exempt

Soft Play Sourcewell Contract #010521-LTS-7

Total \$80,000.00

Proposal



Playtime LLC, a seller of Soft Play products and a Colorado limited liability company ("Company"), submits this proposal, drawings, site plans, renderings, color selections, cost projections for the products listed below (collectively, "Proposal"). These prices are only valid for 60 days from the Proposal Date. Allow 12 weeks from deposit to approximate shipping date. Buyer is responsible for paying any and all applicable sales tax. Note that sales tax may change from the date of proposal to when the project is completed. The final invoice will reflect the correct sales tax. Installation pricing covers install of Company-supplied products only, unless otherwise specified in writing. Execution of this Proposal does not constitute project commencement and/or the beginning of the countdown to delivery.

Thorough Purchaser review and pre-approval of proposals and designs is essential to accomplishing accurate production, delivery and construction of Company Goods. Purchaser must review and pre-approve site plans, designs and renderings in Proposal to ensure that the proposed Goods satisfies Purchaser's requirements, fits within Purchaser's space, and complies with Purchaser's color selections. It is recommended that Purchaser's architect and/or general contractor review all critical dimensions. Color samples can be provided upon request. Subsequent to Purchaser approval, Company is not responsible for redesign of the play system or additional parts and labor to alleviate play system interference with Purchaser's building structure and mechanics, or to accommodate additional or altered access or egress around the system. Additionally, Company will not be responsible for color changes that differ from the proposal renderings.

Purchaser acknowledges and agrees that Purchaser's authorized representative has reviewed this Proposal, the dimensions of the site in conjunction with the dimensions and footprint of the proposed Company Goods, and all color selections. Purchaser hereby approves the Proposal, design, site plan, and colors. **ADDITIONALLY, BY EXECUTING THIS PROPOSAL, PURCHASER DOES HEREBY AGREE TO PURCHASE THE GOODS AND SERVICES DESCRIBED HEREIN, AND DOES HEREBY ACCEPT THE EXCLUSIVE TERMS AND CONDITIONS STATED BELOW IN THIS AGREEMENT.**

Authorized Company Signature

Print Name: _____

Date: _____

Authorized Purchaser Signature

Print Name: _____

Date: _____

Soft Play Sourcewell Contract #010521-LTS-7

Proposal



Terms and Conditions

1. **Exclusive Terms of Purchase:** This Proposal/Agreement is limited to the Terms and Conditions contained above and set out herein below. Any additional or different terms proposed by Purchaser in any purchase Proposal or other document are hereby deemed to be material alterations and notice of objection to them is hereby given. Any such proposed terms or conditions shall be void and the terms of this Proposal/Agreement (as supplemented by Change Proposals, defined herein, and invoices from Company containing final calculations of any estimates provided herein) shall constitute the complete and exclusive statement of the Terms and Conditions of this Agreement between the parties. Company's failure to object to conflicting, different, or additional terms and conditions in any other document shall not be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof.
2. **Entire Agreement/Modification/Validity:** This proposal represents and contains the entire Agreement between the parties, and such Agreement shall inure to the benefit of and be enforceable by and against the parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization and/or liquidation. Prior discussion or verbal representations by the parties not contained in this Agreement are not part of it. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including and without limitation, any statements as to the Goods, Services and warranties provided hereunder. This Agreement can only be modified in a writing signed by the parties hereto or their duly authorized agents. The invalidity of any portion of this Proposal/Agreement shall not affect the force and effect of the remaining valid portions hereof This Contract
3. **Payment, Title, Taxes:** Purchaser shall pay Company for the Goods and Services at the times indicated above. Delays in payment will cause shipment and installation dates to shift/change accordingly. Company retains all right, title and interest in and to the Goods and Services until Purchaser has paid for the Goods and Services in full. Applicable state and/or local sales and use taxes are determined at the time of shipment and are the responsibility of the Purchaser.
4. **Services and Installation:** In the event that this Agreement includes installation Services, Company and/or its installation subcontractor will install Goods only in the locations proposed. The parties agree that installation workdays may be 10 to 12 hours/day, 7 days/week. If Purchaser restricts work hours/days, advance notification is required. Holidays work schedules must be mutually agreed upon. Union labor and/or prevailing wages are not included in this Agreement, unless specifically noted. A signed change order is required for any additional installation fees or costs.
5. **Permits and Licenses:** Purchaser shall apply for and obtain all necessary building and other governmental permits and licenses, which may be required in connection with the installation of the Goods. Purchaser agrees to bear any costs incurred by Company to comply with and conform to any unforeseen special requirements of local laws, ordinances and governmental regulations relating to the installation of the Goods. Structural calculations and sealed/stamped drawings are not included with this Proposal. If required by Purchaser, such structural calculations and/or sealed/stamped drawings can be provided at an additional charge to Purchaser to be determined by Change Proposal.
6. **Site Readiness:** Prior to Company commencing installation, Purchaser must complete all work necessary to ensure that Company and/or its installation subcontractor are able to install the Goods on the Premises pursuant to the site plan, and must obtain any required permits for such installation. The Premises must be accessible, clean, clear, and free of other trades, closed in and conditioned. If Purchaser has not, in Company's sole discretion, acted reasonably to properly prepare the Premises, Company may elect to prepare the Premises and charge Purchaser \$750.00/day/person, plus any other applicable expenses, for such preparation work. If Company determines that it and/or its installation subcontractor are unable to deliver and/or start work as scheduled, Company may elect to charge a change fee and/or remobilization fee of \$2,500.00, and reschedule installation based upon Company's and/or its installation subcontractor's availability
7. **Delivery and Disposal:** Purchaser must provide prompt notice of any delivery date changes and delays. If Goods have been loaded prior to Purchaser's notice of date change, Company may charge no less than \$80.00/day for on-site or off-site storage fees during the delay. The quoted installation price is predicated upon installation occurring within 100 feet of where the delivery truck is unloaded, and where the dumpster is located. Greater distances will result in additional charges. A dumpster is to be provided by Purchaser.
8. **Risk of Loss/Receipt and Storage of Goods/Insurance:** Upon delivery of the Goods by Company to Purchaser, Purchaser assumes all risk of loss or destruction of or damage to the Goods by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve Purchaser from its obligations hereunder and applicable Invoices. Purchaser must provide security for Goods stored on the Premises. Until such time as all amounts due hereunder are paid in full, Purchaser shall insure the Goods against all losses, including but not limited to theft, fire, damage, destruction or other casualty.
9. **Restrictions.** Until such time as all amounts due with respect to this Proposal/Agreement are paid in full, Purchaser shall not sell or lease, mortgage, pledge or encumber the Goods, permit its identity to be lost, permit it to be levied upon or attached under any legal process, create or permit to be created any security interest therein (except that of Company hereunder) or otherwise dispose of the same or any of Purchaser's rights therein. Purchaser will not remove or permit the removal of the Goods to any location not specified in this Proposal. Purchaser will promptly notify Company in writing of any change or discontinuance of any place of business of Purchaser, any change in Purchaser's name or form of business organization, and any change in Purchaser's location, principal residence or the state of its organization.
10. **Purchase Money Security Interest.** Purchaser hereby grants, pledges and assigns to Company, and Company hereby reserves a purchase money security interest in, the Goods in Proposal to secure the payment and performance in full of all of Purchaser's obligations hereunder. Purchaser agrees that Company may file one or more financing statements, in Proposal to allow it to perfect, acquire and maintain a superior security interest in the Goods.
11. **Default.** The failure to make payment when due under any Invoice issued by Company pursuant to the terms of this Quote, or Purchaser's failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied Invoices ("Event of Default"), entitling Company to exercise the remedies set forth herein and those otherwise available to it at law or equity.
12. **Remedies.** If an Event of Default shall occur, Company shall have all remedies available to it at law or equity, including but not limited to all remedies afforded a secured creditor under the Uniform Commercial Code. Purchaser agrees to assist and cooperate with Company to accomplish its filing and enforcement of mechanic's or other liens with respect to the Goods or its location or Company's repossession of the Goods, and Purchaser expressly waives all claims to a right to possess the Goods after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Company of a remedy, whether against the Goods, Purchaser, a guarantor or any other third party, will prohibit or waive the exercise of any other remedy otherwise available against Purchaser or others.
13. **Delinquency Charges.** Purchaser shall pay to Company for each payment delay, as liquidated damages for the additional administrative and professional expenses arising from payment delay, and not as a penalty, an amount equal to 1.5% per month, but not in excess of any limitation under applicable law, of any payment that is delinquent in such month and is not received by Company within ten (10) days after the date on which due.

Soft Play Sourcewell Contract #010521-LTS-7

14. Attorney's Fees & Costs. In the event that Company retains one or more attorneys in connection with any Event of Default hereunder, Purchaser shall pay such attorneys' fees plus all other costs of collection as are incurred in enforcing Company's rights hereunder.
15. Waiver. Company may in its sole discretion waive a default hereunder, or under any Invoice or other agreement between Purchaser and Company, or cure such a default at Purchaser's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Company. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Company hereunder or under any Invoice.
16. Limited Warranty: For a period of one (1) year following the date of the Certificate of Completion for installation of the Goods, and subject to the exclusions below, Company warrants to Purchaser that the Goods will be installed in a workmanlike manner, and that the Goods will be free from defects in material and workmanship. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranty extends only to the original purchaser/end user for Goods and Services purchased from Company or a Company authorized reseller, and are not transferrable. Warranty applies only to Company Goods and Services that are erected and installed in conformance with Company's installation instructions, and that are maintained and inspected in conformance with Company maintenance and operational instructions. Warranties specifically do not cover Company Goods and Services: for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, for raying; that have been modified, altered, or repaired by unauthorized third parties; that have not been used as designed or intended, or misused; to which non-Company parts have been added or substituted; that have been removed from their original location and re-installed elsewhere; or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God. Company does not warrant that any particular color will be available for any specific period of time, and reserves the right, its sole discretion, to discontinue any color for any reason. THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR COMPANY'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.
17. Warranty Remedy: Purchaser must promptly notify Company of any defects immediately upon detection, and provide Company appropriate information to help Company identify and resolve the issue. At no cost to Purchaser, Company will act promptly to repair or replace defective items at Company's option.
18. Alterations, Maintenance and Repairs: Purchaser must not alter the Goods in any way without first obtaining express written authorization from Company. Any unauthorized alterations of the Goods shall terminate any liability of Company for injuries resulting from use of the altered Goods. Purchaser hereby expressly agrees to defend, indemnify and hold Company harmless from and against any and all claims, suits, damages and expenses (including attorney's fees) arising out of injuries to third parties while using altered Goods. Purchaser must read and adhere to Company's owner's manual, maintenance and inspection documents, and all other product literature, and Purchaser is responsible for routine inspection, safe operation and maintenance of the Goods.
19. Contingent Modifications and Additional Costs: In the event that Company encounters unexpected and unanticipated on-site conditions (such as problems with location of Goods, floor space arrangement, use zones, interaction with other products, special effects, safety considerations, weather, etc.) that result in necessary and/or requested alterations and/or additions to the Goods (or parts thereof) in Proposal to facilitate proper installation of Goods, and that cause additional design, material, assembly and/or installation costs that are not already reflected in the Proposal amount ("Additional Costs"), all such Additional Costs will be added to the final payment invoice or billed separately to Purchaser, and such Additional Costs will become part of this Agreement.
20. Sealed/Stamped Drawings: Structural calculations and sealed/stamped drawings are not included with this Proposal. If required by Purchaser, such structural calculations and/or sealed/stamped drawings can be provided at an additional charge to Purchaser to be determined by Change Proposal.
21. Change Proposals: A Change Proposal is a written instrument signed by the Purchaser and Company stating their agreement as to any amendment in the terms of this Proposal/Agreement. Purchaser acknowledges that Change Proposals may result in delays and additional costs. The parties agree that all Change Proposals shall include appropriate adjustments in price and time frames relating to any requested amendments.
22. Proposal Cancellation: If the Purchaser elects to cancel the Agreement, then Purchaser agrees to pay a cancellation fee equal to the greater of the total cost incurred by Company upon the date of written cancellation, or 20% of the total Proposal amount.
23. Law and Jurisdiction/Construction: This agreement, these terms and conditions, each Invoice and all other agreements between Purchaser and Company shall be interpreted and the parties' obligations shall be governed by the laws of the **State of Colorado** without reference to its choice of law provisions. Purchaser hereby consents and submits to the personal jurisdiction of the state and federal courts located in **Arapahoe County, Colorado**.
24. Assignment: Company may assign the Proposal and its rights to any payment thereunder to a third party without the prior consent of the Purchaser. The Proposal and the rights of the Purchaser thereunder shall not be assignable by the Purchaser without prior written consent of Company.
25. Force Majeure Event: A party shall not be deemed in breach of this Agreement if said party is unable to complete the Goods and Services or other obligation outlined in this Proposal/Agreement, or any portion thereof, by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of said party or any local, state, federal, national or international law, governmental order or regulation or any other event beyond said party's control (collectively, "Force Majeure Event").
26. Counterparts; Electronic Transmission. This Proposal/Agreement, any Invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



PLAY VALUES

THE VALUE OF SOFT PLAY EXPERIENCES

IMAGINATION



stimulates creativity to keep the mind as active as the body

ACTIVE



gets arms, legs, hearts and lungs working

EXCLUSIVE



play events that are exclusive to Soft Play

SENSORY



involves sights, sounds and touch as you play

SOCIAL



encourages kids to play cooperatively

INCLUSIVE



enables kids of all abilities to play

PLAY EVENTS OVERVIEW



CRISS-CROSS

This high-step staggered obstacle is a hurdle kids will love getting over.



SIT-N-SPIN

Kids will love giving this heavy-duty version of the at-home kids' classic a whirl.



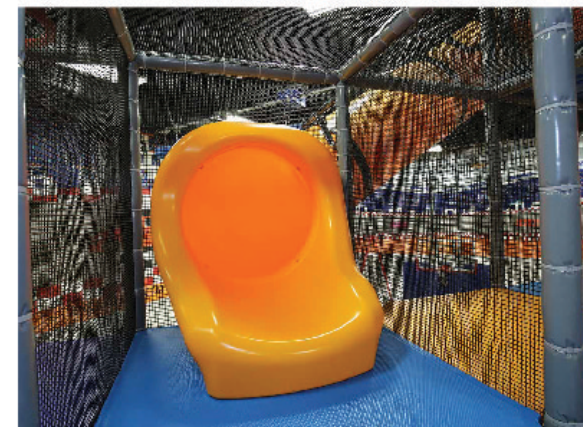
FUN FOREST

Kids will love finding their way through this maze's forest of hanging, foam-filled bags.



LOG ROLL

Kids can work out like a lumberjack while also learning core-body balance awareness.



CURVED SLIDE

These "L-" or "J-" shaped slides add a classic twist to any playground.



TODDLER SLIDE

Toddlers will be thrilled by this safe, age-appropriate slide made just for them.



PLAY EVENTS OVERVIEW



SPIN THE SHAPES PANEL

Kids will interact with different fun shapes to help sharpen their fine motor skills.



KID CONVEYOR

Fun is on a roll as kids use hand strength to pull themselves over rolling logs.



HOVER RING

This uniquely shaped, suspended ring is fun for kids to crawl through and hang out.



SKYWHEEL

Kids will love taking a spin on this challenging hand-over-hand course with a twist.





QUALITY = SAFETY

All of our materials are designed and engineered for ultra-tough and long-lasting performance.

Withstanding the test of time in high-traffic environments we ensure that your play area stays in top shape for years after it is installed.



EVERYTHING
A BRAND
EXPERIENCE
SHOULD BE.

FROM THE ORIGINAL ARCHITECTS OF PLAY - SINCE 1984



THE FACTS

WITH US, THERE ARE NO LIMITS ON THE IMAGINATION,
ONLY EXCEPTIONAL PLAY EXPERIENCES.

35
YEARS OF
EXPERIENCE

40,000+
COMPLETED
PROJECTS

60+
COUNTRIES

TOP LEVEL **PROJECT MANAGEMENT** THAT WILL KEEP PROJECTS ON TIME AND BUDGET

WORLD-CLASS **CUSTOMER SERVICE** FOR BUILDING LONG-TERM PARTNERSHIPS

TURNKEY SOLUTIONS TO MAKE THE **DESIGN / BUILD PROCESS** EASY

BUILDING **LONG-LASTING** AND **SAFER EXPERIENCES** THROUGH QUALITY AND SAFETY

GLOBALLY CONNECTED TO SERVE OUR CLIENTS WORLDWIDE

PLAY-ON EXPERTS - DESIGNING SPACES THAT CAN WITHSTAND KID PLAY

BONUS : TWO PLAY PIONEERS COME TOGETHER



In 2018, PLAYTIME® joined fellow play innovator Soft Play® under the Soft Play banner and together our creativity is limitless, and our engineering is unmatched. Today, we create innovative, cutting edge, and fully immersive play experiences. Our superior craftsmanship and unmatched creativity turn play into the main attraction.





THANK

Invest in moments that matter to your customers.
Soft Play will help focus investments where they will have
the most impact on the customer's overall experience.

YOU

13310 JAMES E CASEY AVENUE | ENGLEWOOD, COLORADO 80112 USA

WWW.SOFTPLAY.COM

(704) 875-6550 | (800) 782-7529

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SOFT PLAY, LLC IS A WHOLLY OWNED SUBSIDIARY OF PLAYPOWER.

Soft Play Sourcewell Contract #010521-LTS-7

Soft Play - PlayPower, Inc.

Contained playgrounds, play sculptures, and indoor play areas

#010521-LTS

Maturity Date: 2/17/2026

13310 JAMES E CASEY AVENUE | ENGLEWOOD, COLORADO 80112 USA

WWW.SOFTPLAY.COM

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Soft Play Sourcewell Contract #010521-LTS-7

PlayPower, Inc. #010521-LTS Pricing for contract #010521-LTS: due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided. Please see the following pages for pricing details.

Volume Rebates (per calendar year):

- \$500,000 - \$999,999 1% rebate
- \$1,000,000 - \$1,499,999 2% rebate
- \$1,500,000+ 3% rebate

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:	April 21, 2025	Requested By:	Dean Knippling
Desired Action of City Council:	Authorization		
Amount Budgeted in current fiscal year for this item (if applicable):	NA-Will budget in 2026		
Agenda Item:	Authorization to Apply for the 2026 SD Office of Highway Safety Grant for Speed and Seat Belt Enforcement		
Explanation/Background of Agenda Item Requested:	Request for authorization to apply for the 2026 SD Office of Highway Safety Grant for Speed and Seat Belt enforcement in the amount of \$17,772.00. The grant funding would be for speed/seat belt enforcement overtime and for 4 new vehicle radar units. Due to the State only paying a maximum of \$2400.00 per radar unit, the City would be required to pay the additional amount over the 20% match. Personal Services: \$5000.00 Federal Share Requested: \$4000.00 Local Match: \$1000.00 (20% soft match will be provided by officer hours dedicated to traffic enforcement laws) Equipment: \$12,772.00 (4 new Stalker radars \$3193.00 a piece) Federal Share Requested: \$9600.00 Local Match: \$3172.00 (\$2400 for 20% hard match plus additional \$772.00 City funds)		

Description of Project

Instructions:

Please complete this page, then click the **Save** button.

Required fields are marked with an *.

1) If you were awarded a grant in a previous federal fiscal year from the Office of Highway Safety, did you meet all of your performance measures/objectives for that federal project period?

YES ☒

NO ☐* (See question 8 on this application and outline why goals were not met.)

Answer the following question in a narrative style using specific statistics when requested!

2) Problem Identification Describes the problem; use available local data relevant to the area you will be providing service to. Include the source of the data.

South Dakota continues to see speeding related fatalities tick upward since a low in 2019 of 24. In 2023, there were 31 speeding related fatalities. In FFY2024 in the city of Mitchell, there were 0 speeding related fatalities (SOURCE: SDARS). The Mitchell Police Department supports the State of South Dakota's Triennial Highway Safety Plan to reduce speeding-related fatalities by 13.0% to 32.0 from a current safety level of 36.8 by December 31, 2026. The Mitchell Police Department will conduct high visibility enforcement efforts throughout the year in an effort to support the state-wide objective of reducing speed-related driving fatalities and maintain 0 speed-related fatalities in the city of Mitchell in FFY2026. *

3) Objectives and Targets Describe measurable objectives for your project using number or percentages of increase or decrease and from what time period to the next time period. (For example: **Reduce crashes involving impaired drivers.**

(1) Reduce the number of people killed or injured in alcohol involved traffic crashes in Alcatraz County by 5% from 20 in FFY2021 to 19 by September 30, 2023. (Samples of objectives can be found in the Grant Application and Management Handbook.)

Maintain 0 speed related fatalities from FFY2024 in the city of Mitchell by September 30, 2026.

Increase the number of speeding citations issued by the Mitchell Police Department by 4% from 169 in FFY2024 to 177 by September 30, 2026.

*

4) Activities In a logical sequence, describe planned activities that will accomplish your objectives. (For example: **Reduce traffic crashes caused by aggressive driving and speeding.**

(1) Conduct 16 highly publicized speed enforcement campaigns in the City of San Francisco. (2) Set-up a speed board/trailer each week at a selected high crash location. (3) Conduct 7 speed enforcement campaigns by September 30, 2023. (Samples of objectives can be found in the Grant Application and Management Handbook.)

1) The Mitchell Police Department will participate in all three national mobilizations.

2) We will utilize saturation patrols in our problem areas to deter speeding.

3) We will conduct safety talks in our schools and community to talk about the dangers of speeding and not wearing seatbelts.

4) We will offer overtime to officers to work speed and occupant protection related violations.

5) During the three major mobilizations we will publish letters to the editor regarding the dangers of speeding and not wearing seatbelts and will also post our mobilizations campaigns on our social media platforms.

6) We will utilize the 4 Stalker RADARS in our patrol cars to assist with our speed enforcement efforts. The RADARS are essential to our success in meeting the goals of our speed enforcement.

*

5) Evaluation Describe how you will measure what was accomplished by the project. Please use actual numbers to demonstrate safety improvement projections. (For Example: Decrease motorcycle crashes. Statistics comparison during the grant period comparing the number of FFY2021 motorcycle related injury crashes to the number of FFY2023 motorcycle related injury crashes.)

Evaluation will be made by comparison of FY2024 fatal crash data compared to FY2026 fatal crash data. Evaluation of citations issued will be compared to FY2024 motorists speeding citations. This will be accomplished through monthly statistical review and quarterly reviews. *

6) Equipment What equipment, if any, will be purchased to meet the needs of this project?

*Note: Items previously purchased with federal funds are not eligible for replacement with federal funds.

We are requesting 4 Stalker DSR RADAR units.

7) Agency Qualifications Eligible *applicants are: South Dakota State Agencies, federally recognized tribal governments, county and city agencies, non-profit agencies with 501 c (3 or 4) IRS status, public schools, and private schools with non-profit status.*

*The Mitchell Police Department is a form of City Government. **

8) Performance Measures *If you were awarded a grant in a previous federal fiscal year and were funded by the Office of Highway Safety, please describe why your agency was not successful in meeting performance measures/objectives that you set as goals in that application. Please be as detailed as possible.*

Budget Summary Table

Instructions:

Please complete this page, then click the **Save** button.

If you have additional Equipment Budget information, click **Save** for the row to repeat.

Required fields are marked with an *.

	Budget Category	Federal Share Requested	Local Match Percent	Local Match	Total Project Cost	Price Per Unit	Number of Units	Total Equipment Costs
1	Personal Services	\$4,000.00	20	\$1,000.00	\$5,000.00	N/A	N/A	N/A
2	Travel	\$		\$0.00	\$0.00	N/A	N/A	N/A
3	Contractual	\$		\$0.00	\$0.00	N/A	N/A	N/A
4	Equipment	\$9,600.00	20	\$3,172.00	\$12,772.00	\$3,193.00	4	\$12,772.00
	Equipment	\$		\$	\$0.00	\$		\$0.00
5	Other Direct Costs	\$		\$0.00	\$0.00	N/A	N/A	N/A
6	Indirect	\$		\$0.00	\$0.00	N/A	N/A	N/A
7	Total	\$13,600.00		\$4,172.00	\$17,772.00			\$12,772.00

Budget Detail

Instructions:

Please complete this page, then click the **Save** button.

Required fields are marked with an *.

1. Describe Federal Share Requested for Personal Services and Local Match:

- a. Salaries (*describe each position title, quantity of time to be spent on the project, base pay, benefits*)
- b. Overtime (*describe the purpose, when, where, overtime rate, number of hours, and any benefits that would be included in overtime*)

Law enforcement agencies must include a current overtime policy with their application.

Our speed and occupant protection enforcement overtime request is \$4,000.00 with a 20% soft match of \$1,000.00. Positions will be full time sworn officers with the Mitchell Police Department with approximately 66 hours of federal overtime used at an average overtime rate of \$60.33 (based on 2025 wages), which depends on years of service. The average rate includes social security and retirement benefits. The local soft match will be at an average base rate of \$40.22 per hour that also includes social security and retirement benefits.

Soft match will be provided by officer hours paid by regular local funds dedicated to speed and occupant protection enforcement.

All speed and occupant protection enforcement overtime requests for reimbursement will be accompanied by documentation for the local soft match. It will be accompanied by payroll records for both overtime and local soft match.

OTPolicy.pdf

2. Describe Federal Share Requested for Travel Expenses and Local Match: see allowable expenses in the Grant Application and Management Handbook.

- a. In-state Travel (Requires OHS pre-approval and must include reason, mileage calculation, per diem, other expenses)
- b. Out-of-state Travel (Requires OHS pre-approval and must include reason, transportation, per diem, other expenses)

3. Describe Federal Share Requested for Contractual Expenses and Local Match: (*describe proposed contractual agreements, purpose, and cost, ie paid media.*)

4. Describe Federal Share Requested for Equipment and Local Match: (*describe equipment needed directly related to the project activities. Requests for equipment costing \$5,000 or more per item must be pre-approved by OHS*)

The Federal Share for the 4 Stalker DSR RADAR units is \$9,600.00. The local hard match will be \$3,172.00. The cost per unit is \$3,193.00.

The total project cost for equipment will be \$12,772.00.

5. Describe Federal Share Requested for Other Direct Costs and Local Match: (*Describe costs directly related to project activities that do not fit in other categories such as resource materials, etc.*).

6. Describe Federal Share Requested for Indirect Costs and Local Match: (*Please attach your agency's most recent Indirect Cost Rate Agreement.*)

*

7. Total Federal Requested and Local Match

The total federal request will be \$13,600.00 which will include overtime for speed and occupant protection and equipment.

The local soft match for the overtime will be \$1,000.00. The local hard match for the equipment will be \$3172.00.

The total project cost will be \$17,772.00.

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:	April 21, 2025	Requested By:	Dean Knippling
Desired Action of City Council:	Authorization		
Amount Budgeted in current fiscal year for this item (if applicable):	NA-Will budget in 2026		
Agenda Item:	Authorization to Apply for the 2026 SD Office of Highway Safety Grant for Alcohol Task Force		
Explanation/Background of Agenda Item Requested:	Request for authorization to apply for the SD Office of Highway Safety Grant for Alcohol Task Force in the amount of \$9629.00. Grant funds would be used for alcohol compliance checks and equipment needed during the checks. Personal Services: \$5451.00 Contractual Services: \$1605.00 Local Match: \$1764.00 (20% soft match provided by officers hours dedicated to enforcing underage drinking and driving under the influence laws) Equipment: \$647.20 Local Match: \$161.80 (20% hard match)		

Description of Project

Instructions:

Please complete this page, then click the **Save** button.

Required fields are marked with an *.

1) If you were awarded a grant in a previous federal fiscal year from the Office of Highway Safety, did you meet all of your performance measures/objectives for that federal project period?

YES ☒

NO ☐* (See question 8 on this application and
outline why goals were not met.)

Answer the following question in a narrative style using specific statistics when requested!

2) **Problem Identification** Describes the problem; use available local data relevant to the area you will be providing service to. Include the source of the data.

The city of Mitchell began to see an increase in underage consumption arrests beginning in 2004. Alcohol sales compliance checks at the retail level prevent illegal sales transactions. Underage consumption of alcohol is unacceptable due to the impaired driving problems that occur.

Underage Consumption of Alcohol arrests in Mitchell:

2021 – 82
2022 – 120
2023 – 168
2024 – 115
2025 – 37 as of 03/31/25

We send an undercover Confidential Informant (C.I.) wired for sound and equipped with recorded money to track the transaction into the various businesses that sell alcohol in an attempt to purchase alcohol. This has been a proven countermeasure to increase alcohol sales compliance within the South-Central Alcohol Task Force coverage area, as illustrated by the data below:

The passing rate for alcohol compliance checks in the city of Mitchell is as follows:

2021 – 93%
2022 – 89%
2023 – 89%
2024 – 92%
2025 – 90% as of 03/31/25

In 2004, the South-Central Alcohol Task Force was formed and the Davison and Miner County Sheriff Office's joined the Mitchell Police Department to help combat the purchase of alcohol by underage individuals in their jurisdictions. In 2009, the Aurora County Sheriff's Office joined the South-Central Alcohol Task Force.

The passing rate for alcohol compliance checks in those counties is as following:

Aurora County:

2021 – 100%
2022 – 100%
2023 – 94%
2024 – 100%
2025 – 100% as of 03/31/25

Davison County:

2021 – 71%
2022 – 100%
2023 – 85%
2024 – 85%
2025 – No checks done yet as of 03/31/25

Miner County:

2021 – 81%
2022 – 72%
2023 – 100%
2024 – 100%
2025 – 100% as of 03/31/25 *

3) Objectives and Targets Describe measurable objectives for your project using number or percentages of increase or decrease and from what time period to the next time period. (For example: **Reduce crashes involving impaired drivers.** (1) Reduce the number of people killed or injured in alcohol involved traffic crashes in Alcatraz County by 5% from 20 in FFY2021 to 19 by September 30, 2023. (Samples of objectives can be found in the Grant Application and Management Handbook.)

Maintain a 90% or higher compliance rate for establishments that sell alcohol within the South-Central Alcohol Task Force before September 30, 2026 *

4) Activities In a logical sequence, describe planned activities that will accomplish your objectives. (For example: **Reduce traffic crashes caused by aggressive driving and speeding.** (1) Conduct 16 highly publicized speed enforcement campaigns in the City of San Francisco. (2) Set-up a speed board/trailer each week at a selected high crash location. (3) Conduct 7 speed enforcement campaigns by September 30, 2023. (Samples of objectives can be found in the Grant Application and Management Handbook.)

We have found that a practical way of checking alcohol compliance among the establishments that serve alcohol is to conduct alcohol compliance checks at the retail level. We pay a Confidential Informant (C.I.) to assist. The C.I. is paid at the rate of \$30.00 / hour. A radio transmitter/recorder is attached to the C.I. to record all conversations that take place during the transaction. The C.I. is sent into a business with a pre-recorded amount of money, generally a \$10.00 bill. The C.I. attempts to purchase an alcoholic beverage. If the sale is made, the C.I. identifies the clerk who sold the alcohol to him or her. The clerk is cited into court for selling alcohol to the underage individual and the business itself is also listed as an offender in the police report. The police report is forwarded to the States Attorney for prosecution of the clerk and the police report is also sent to the South Dakota Department of Revenue and Regulations for action against the alcohol license holder.

The timeline for our compliance checks vary by which jurisdiction the compliance checks are being done in. The businesses in Mitchell are checked at least once during the fiscal year or as manpower allows. The businesses in the other jurisdictions are generally checked once during the fiscal year. In FFY2024, 100 businesses in the South-Central Alcohol Task Force were checked at least once. Currently in FFY2025, 65 businesses have been checked in the South-Central Alcohol Task Force at least once.

In previous years, officers have spoken to local driver's education classes about the rules of the road, which also included lessons on alcohol-related driving offenses. These public relations classes are going to continue in the schools when requested. *

5) Evaluation Describe how you will measure what was accomplished by the project. Please use actual numbers to demonstrate safety improvement projections. (For Example: Decrease motorcycle crashes. Statistics comparison during the grant period comparing the number of FFY2021 motorcycle related injury crashes to the number of FFY2023 motorcycle related injury crashes.)

Administrative evaluation is measured by the percentage of establishments that pass the alcohol compliance check and continued monitoring of the number of businesses checked in each compliance operation (16-18 businesses in each operation is most productive).

Impact evaluation is measured by continued operation of alcohol compliance checks; a lesser amount of alcohol is made available to underage individuals, thus reducing the likelihood of underage impaired driving. *

6) Equipment What equipment, if any, will be purchased to meet the needs of this project?

*Note: Items previously purchased with federal funds are not eligible for replacement with federal funds.

Over the years, the equipment used by the South-Central Alcohol Task Force has aged. Newer and updated technology has replaced the older technology that the South-Central Alcohol Task Force uses. Preliminary Breath Test (P.B.T.) machines are used to make sure that the Confidential Informant has not consumed any alcohol prior to and during the alcohol compliance checks. Preliminary Breath Test machines are necessary when dealing with underage individuals that have been consuming alcohol as the Preliminary Breath Test machines test for the presence of alcohol on the underage individual's breath.

The microphone cables and the antenna cable that is used on the Joey 1W Transcorder (device that is worn by the Confidential Informant and records the alcohol compliance check) has gotten worn and the wires are starting to be exposed due to frequent use. The microphone cables and the antenna cable were purchased on 01-09-23. These three cables are a necessity in order for the Joey 1W Transcorder to function properly.

7) Agency Qualifications Eligible applicants are: South Dakota State Agencies, federally recognized tribal governments, county and city agencies, non-profit agencies with 501 c (3 or 4) IRS status, public schools, and private schools with non-profit status.

The South-Central Alcohol Task Force is comprised of four South Dakota Law Enforcement Agencies and they are as follows: Mitchell Police Department, Aurora County Sheriff's Office, Davison County Sheriff's Office, and Miner County Sheriff's Office. *

8) Performance Measures If you were awarded a grant in a previous federal fiscal year and were funded by the Office of Highway Safety, please describe why your agency was not successful in meeting performance measures/objectives that you set as goals in that application. Please be as detailed as possible.

Budget Summary Table

Instructions:

Please complete this page, then click the **Save** button.

If you have additional Equipment Budget information, click **Save** for the row to repeat.

Required fields are marked with an *.

	Budget Category	Federal Share Requested	Local Match Percent	Local Match	Total Project Cost	Price Per Unit	Number of Units	Total Equipment Costs
1	Personal Services	\$5,451.00	20	\$1,362.75	\$6,813.75	N/A	N/A	N/A
2	Travel	\$		\$0.00	\$0.00	N/A	N/A	N/A
3	Contractual	\$1,605.00	20	\$401.25	\$2,006.25	N/A	N/A	N/A
4	Equipment	\$248.00	20	\$62.00	\$310.00	\$310.00	1	\$310.00
	Equipment	\$319.20	20	\$79.80	\$399.00	\$399.00	1	\$399.00
5	Other Direct Costs	\$80.00	20	\$20.00	\$100.00	N/A	N/A	N/A
6	Indirect	\$		\$0.00	\$0.00	N/A	N/A	N/A
7	Total	\$7,703.20		\$1,925.80	\$9,629.00			\$709.00

Budget Detail

Instructions:

Please complete this page, then click the **Save** button.

Required fields are marked with an *.

1. Describe Federal Share Requested for Personal Services and Local Match:

- a. Salaries (describe each position title, quantity of time to be spent on the project, base pay, benefits)
- b. Overtime (describe the purpose, when, where, overtime rate, number of hours, and any benefits that would be included in overtime)

Law enforcement agencies must include a current overtime policy with their application.

1. Overtime to work alcohol compliance checks = \$5,451.00

A. Mitchell Police Officers (2 officers per check), 4.00 hours per officer for each alcohol compliance check, Nine alcohol compliance checks, at overtime rate of \$68.00/hour. This overtime rate includes social security and retirement benefits for that of a Senior Patrol Officer for one hour. = \$4,896.00

B. Aurora County, Davison County, and Miner County Deputy (1 from each county), 3.0 hours per compliance check, five times per year, at overtime rate of \$37.00/hour. This overtime rate includes social security and retirement benefits for each counties Sheriff's Deputy = \$555.00

Average OT Rate.docx

2. Describe Federal Share Requested for Travel Expenses and Local Match: see allowable expenses in the Grant Application and Management Handbook.

- a. In-state Travel (Requires OHS pre-approval and must include reason, mileage calculation, per diem, other expenses)
- b. Out-of-state Travel (Requires OHS pre-approval and must include reason, transportation, per diem, other expenses)

3. Describe Federal Share Requested for Contractual Expenses and Local Match: (describe proposed contractual agreements, purpose, and cost, ie paid media.)

1. Contractual expenses for alcohol compliance checks = \$1,605.00

A. Confidential Informant fees for alcohol compliance checks: \$30.00/hour X 3.50 hours per alcohol compliance check X 9 compliance checks: \$945.00

B. Vehicle rental for alcohol compliance checks: Five alcohol compliance checks (checks outside of the city of Mitchell) at \$102.00 per check: \$510.00

C. Fuel for rental vehicles while conducting alcohol compliance checks: Five alcohol compliance checks (checks outside of the city of Mitchell) at \$30.00 per check = \$150.00

4. Describe Federal Share Requested for Equipment and Local Match: (describe equipment needed directly related to the project activities. Requests for equipment costing **\$5,000 or more per item** must be **pre-approved by OHS**)

1. Equipment for alcohol compliance checks = \$567.20

A. Joey 1W Transcorder microphone cables and Joey 1W antenna cable = \$310.00

Federal Share: \$248.00

Local Match: \$62.00

These cables are used on the Joey 1W Transcorder. The Confidential Informant wears the Joey 1W Transcorder on their person during the alcohol compliance check and this allows the alcohol compliance checks transaction to be recorded and the police officers are able to hear the alcohol

B. Preliminary Breath Test (P.B.T.) machine = \$399.00

Federal Share: \$319.20

Local Match: \$79.80

A Preliminary Breath Test (P.B.T.) machine is used to test the Confidential Informant before and after the alcohol compliance checks to make sure that the Confidential Informant has not consumed any alcohol before or during the alcohol compliance checks.,

5. Describe Federal Share Requested for Other Direct Costs and Local Match: (Describe costs directly related to project activities that do not fit in other categories such as resource materials, etc.).

A. (3) 12 pack of 9-volt batteries used to power the Joey 1W Transcorder and Audio/Receiver box that officers use to monitor the alcohol compliance checks, valued each \$26.66 x 3 = \$80.00

6. Describe Federal Share Requested for Indirect Costs and Local Match: *(Please attach your agency's most recent Indirect Cost Rate Agreement.)*

*

7. Total Federal Requested and Local Match

Federal Share Requested: \$7,703.20

Local Match: \$1,925.80

Total Project Cost: \$9,629.00

South-Central Alcohol Task Force soft match uses Mitchell Police Department Officers regular duty shift hours to enforce underage drinking laws and driving under the influence laws:

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:	April 21, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	203-45220-43300 - \$3,000,000		
Agenda Item:	Change Order #2 to Soukup Construction, Inc. for Marina & Jetty Improvements Project #2023-3		
Explanation/Background of Agenda Item Requested:	Change Order No. 2 reflects the removal of the marina dock installation due to the Lake Mitchell Dredging project, the addition of three quart rock steps within the Jetty per the Game Fish and Parks Presentation and the addition of a piece of colored concrete for a non-ADA section of concrete. The City received a grant from Bass Pro in the amount of \$25,000 that was deposited into the Lake Fund that will be used for this project. Please see attached Change Order #2 for detailed information. Original Contract Amount - \$2,667,995.66 Change Order No. 1 - \$17,437.75 Current Contract Amount - \$2,685,433.41 Increase of this Change Order - \$8,607.17 New Contract Amount - \$2,694,040.58 City staff recommends approval of Change Order No. 2 as outlined above. Project Budget: \$3,000,000 (\$1,000,000 EDA Grant) Current Professional Services - \$136,000 Original Project Cost - \$2,667,995.66 Change Order No. 1 - \$17,437.75 Change Order No. 2 - \$8,607.17 Project Contingency - \$169,959.42		

Change Order No. 2

Date of Issuance:	4/21/2025	Effective Date:	4/21/2025
Owner:	City of Mitchell	Owner's Contract No.:	EDA Award No. 05-79-06173
Contractor:	Soukup Construction, Inc.	Contractor's Project No.:	N/A
Engineer:	Brosz Engineering	Engineer's Project No.:	2407014
Project:	Marina Improvements Phase 1 - Accessible Trail Improvements and Phase 2 Breakwater Jetty	Contract Name:	Marina Improvements Jetty- Trail

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

Bid Schedule 1: Base Bid Change Order

Item	Description	quantity	unit	\$ / unit	extended
30 CO	6" Nonreinforced PCC Pavement - Colored	1	LS	\$ 900.00	\$ 900.00
The Contractor shall construct colored concrete as per the attached, C9.1 Change Order #2. The concrete shall be the color Kalua.					
The lump sum price includes all costs associated with the furnishing and placement of the colored concrete as per the attachment.					

Bid Schedule 3: Base Bid Change Order

4	Marina Dock Installation	-1	LS	\$ 11,635.00	\$ (11,635.00)
3-1-2	Marina Dock Installation, Jetty North	-1	LS	\$ 3,900.00	\$ (3,900.00)
3-2-2	Marina Dock Installation, Jetty East	-1	LS	\$ 7,800.00	\$ (7,800.00)
7 CO	Marina Dock Delivery	1	LS	\$ 2,500.00	\$ 2,500.00
This change is to eliminate the Marina Dock Installation for the project. The Contractor shall deliver the specified Marina Dock equipment to the City of Mitchell facilities for future installation. The lump sum price for Marina Dock Delivery includes all costs for the delivery of the Marina Dock Equipment.					

Bid Schedule 2: Base Bid Change Order

7 CO	Quartzite Block Steps	1	LS	\$ 28,542.17	\$ 28,542.17
The Contractor shall install three quartzite block steps through the breakwater jetty riprap. The block steps shall be relatively flat, constructed in a step like manner, and placed at three locations as per the attached Block Steps Change Order. Quartzite blocks will be as flat as naturally occurs and do not need to be cut to a dimension or flat surface. The lump sum price for Quartzite Block Steps includes all costs for furnishing, delivery, and placement of the block steps.					

Attachments Included: C9.1 Change Order #2 and Block Steps Change Order

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES (note changes in Milestones if applicable)
Original Contract Price:	Contract Time: <u>n/a</u>
<u>\$ 2,667,995.66</u>	Substantial Completion: <u>July 1, 2025</u> days or dates
Increase from previously approved Change Orders No. 1 to No. 1	[Increase] [Decrease] from previous approved Change Orders No. XX to No. XX: <u>-</u>
<u>\$ 17,437.75</u>	Contract Time: <u>-</u>
	Substantial Completion: <u>July 1, 2025</u> days or dates
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
<u>\$ 2,685,433.41</u>	Contract Time: <u>-</u>
	Substantial Completion: <u>July 1, 2025</u> days or dates
Increase of this Change Order:	[Increase] [Decrease] of this Change Order:
<u>\$ 8,607.17</u>	Contract Time: <u>none</u>
	Substantial Completion: <u>none</u> days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
<u>\$ 2,694,040.58</u>	Contract Time: <u>n/a</u>
	Substantial Completion: <u>July 1, 2025</u> days or dates

RECOMMENDED:

By: _____
Engineer (if required)

Title: Engineer

Date: 4/16/2025

ACCEPTED:

By: _____
Owner (authorized signature)

Title: _____

Date: _____

ACCEPTED:

By: [Signature]
Contractor (authorized signature)

Title: Project Manager

Date: 16 Apr 25

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	April 21, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	612-43220-43200, \$2,499,150		
Agenda Item:	Change Order #3 to WS Construction Management, LLC for Mitchell Landfill Recycling Building Project #2021-30		
Explanation/Background of Agenda Item Requested:	Change Order No. 3 adds roof snow guards and motor control to the ventilation system. Please see attached Change Order #3 for detailed information. Original Contract Amount - \$2,173,187.44 Change Order No. 1 - \$15,579.80 Change Order No. 2 - \$67,742.99 Current Contract Amount - \$2,256,510.23 Increase of Change Order No. 3 - \$5,518.97 New Contract Amount - \$2,262,029.20 City staff recommends approval of Change Order No. 3 as outlined above. This project was awarded a 37.4% grant not to exceed \$1,000,000 through the DANR's Solid Waste Management Program on June 5, 2023. Current project contingencies are \$211,965.80.		

Date of Issuance: April 14, 2025 Effective Date: April 14, 2025

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

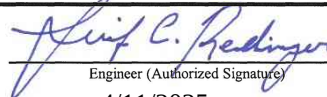
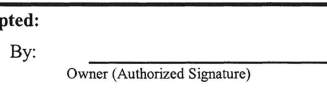
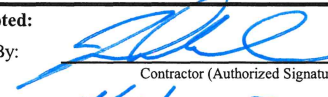
The Contract Documents are modified as follows upon execution of this Change Order:**Description:**

Construction change order #3 is for two items. Item # CCO-6 is the addition of "snow guards" on the roof. Item # CCO-7 is for the addition of motor control for the Ventilation system.

Attachments (list documents supporting change):

Itemized Summary Page 2, WS Construction Management Summary for RFP 9 & 11

Change to CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price		Original Contract Times:	☐ Working days ☒ Calendar days
	\$2,173,187.44	Substantial completion (days or date):	May 1, 2025
		Ready for final payment (days or date):	June 1, 2025
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :			
	\$83,322.79		
Contract Price prior to this Change Order:		[Increase] [Decrease] of this Change Order:	
	\$2,256,510.23	Substantial completion (days):	0
		Ready for final payment (days):	0
[Increase] [Decrease] of this Change Order:			
	\$5,518.97		
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
		Substantial completion (date):	May 1, 2025
		Ready for final payment (date):	June 1, 2025
Contract Price incorporating this Change Order:			
	\$2,262,029.20	Percent Increase from Original	4.1%

Recommended:		Accepted:		Accepted:	
By:	Engineer (Authorized Signature)	By:	Owner (Authorized Signature)	By:	Contractor (Authorized Signature)
Date:	4/11/2025	Date:		Date:	4/11/2025
Approved by Funding Agency (DANR)				Date:	

Change Order No. 3
Owner: City of Mitchell, SD
Base Bid
A-8033

Issue Date: April 14, 2025
Contractor: WS Construction Management, LLC

Item #	Description	Quantity to Date	Unit	(+) QTY	(-) QTY	Unit Price	Price Change	New Quantity
CCO-6	RFP#9 Roof Snow Guards	0.0	L.S.	1.0		\$2,418.00	\$2,418.00	1.0
CCO-7	RFP#11 HVAC Motor Control	0.0	L.S.	1.0		\$3,100.97	\$3,100.97	1.0
							\$0.00	0.0
TOTAL CHANGE ORDER #3							\$5,518.97	



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

RFP # : _____ 9

Date: _____ 2/3/2025

Original Contract Date: _____ 6/3/2024

Original Contract Price: \$ _____ 2,173,187.44

Contact Phone: O: _____ 605-275-9726
C: _____ 605-480-1157
Kevin Feldhaus

Job Name/Address:

Mitchell Landfill Recycling Facility
City of Mitchell
Mitchell SD

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

Add 20' of snowguards to the north roof and 40' of snowguards to the south roof (60' total)

Owner requested adding the snowguards to roof. It was discussed at our December meeting and approved verbally for around the \$2700 value (came back cheaper). This is the official RFP for this work that is already completed.

Change Order Amount \$ _____ \$2,418.00

Previous Contract Amount \$ _____

Revised Contract Amount \$ _____

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

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

General Contractor Date

Owner Date

Note: This change order becomes part of the original contract

RFP # 9		2/3/2025		Snow guards 60'			
PROPOSAL BREAKDOWN							
SELF-PERFORMED WORK ITEMS							
			LABOR	MATERIAL	EQUIPMENT	TOTALS	
LABOR							
LABOR ITEM	LABOR HOURS	LABOR RATE					
WS OFFICE TIME	2	\$ 80.00	\$ 160.00				\$ 160.00
		\$ 80.00	\$ -				\$ -
		\$ 80.00	\$ -				\$ -
		\$ 80.00	\$ -				\$ -
TOTAL LABOR COSTS							\$ 160.00
MATERIAL							
MATERIAL ITEM	QUANTITY	UNIT PRICE					
Snow guards	1	\$ 737.00	\$ -				\$ 737.00
							\$ -
							\$ -
							\$ -
SUBTOTAL MATERIAL COSTS							\$ 737.00
SALES TAX		6.5%	sales tax included w/ line items				\$ 47.91
TOTAL MATERIAL COSTS							\$ 784.91
EQUIPMENT							
EQUIPMENT ITEM	HOURS	RATE					
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
TOTAL EQUIPMENT COSTS							\$ -
SUBTOTAL SELF-PERFORMED WORK			sales tax included w/ line items				\$ 944.91
OVERHEAD AND PROFIT		15%					\$ 141.74
TOTAL SELF PERFORMED WORK							\$ 1,086.64
SUBCONTRACTOR WORK ITEMS							
SUBCONTRACTOR NAME			SUBCONTRACTOR SCOPE OF WORK				
Palace Builders			Install 60' of snowguards				\$ 1,200.00
							\$ -
							\$ -
							\$ -
							\$ -
SUBTOTAL SUBCONTRACTOR							\$ 1,200.00
OVERHEAD AND PROFIT		5%					\$ 60.00
TOTAL SUBCONTRACTOR WORK							\$ 1,260.00
PROPOSAL SUMMARY							
SELF-PERFORMED WORK							\$ 1,086.64
SUBCONTRACTOR WORK							\$ 1,260.00
SUBTOTAL PROPOSAL COST							\$ 2,346.64
BOND		1%					\$ 23.47
BUILDERS RISK		0%					\$ -
EXCISE TAX		2%					\$ 47.89
TOTAL PROPOSAL COST							\$ 2,418.00



ESTIMATE / ORDER FORM

4800 Metalmaster Way
McHenry, IL 60050
888-766-4367 FX: 815-455-4367
Email: info@snogem.com Web: www.snogem.com

DATE	ESTIMATE #
12/20/2024	92388

COMPANY NAME / BILL TO ADDRESS		SHIP TO ADDRESS	
WS Construction Management Attn: Rick 200 N Ebenezer Sioux Falls, SD 57107 PN: 605-275-9726		WS Construction Attn: Rick 200 N. Ebenezer Avenue Sioux Falls, SD 57107 PN: 605-275-9726	
		Business	Residential

LEAD TIME	TERMS	REP	APPROXIMATE SHIP DATE	PROJECT STATUS	PROJECT NAME
4-8 Weeks	Net 30	LA		New Bid	Mitchell Recycling
QUANTITY	ITEM	DESCRIPTION		PRICE EACH	Total
60	iClad 2" iBeam-S ...	iClad 2" iBeam "S Type" System and all accessories		7.70	462.00
60	BP-iPlate - 3.50"	3.50" Barricade iPlate Mill Finish for 3" high seam		2.50	150.00
	Freight	Freight - Estimated FedEx		125.00	125.00
		This estimate is based on supplying 30 Mini Clamps (1 per every 24" seam), 8 iBeams (8' sections), 60 iPlates (2 per panel every 24" O.C.) - In Mill Finish, and all accessories required to install a total of 60 LFCustomer Defined***			
		MITCHELL RECYCLING BUILDING - MITCHELL, SD			

Authorized Signature _____ Date _____ I agree to the terms of this Estimate/Intent To Order including, but not limited to, the Terms and Conditions attached hereto. ALL ORDERS WILL BE ASSESSED A 4% ORDER PROCESSING FEE AT THE TIME OF PAYMENT. IF THE ORDER IS PAID BY CHECK, CASH, OR ACH THE 4% WILL NOT BE APPLIED Acceptance of this intent to order form authorizes Sno-Gem to lock in set pricing for this project, on behalf, and based on the anticipated ship date listed above. Actual ship date will need to be confirmed within the Sno-Gem invoice form, which will follow under a separate cover. The freight charges included within this Estimate/Order Form are being provided as a BUDGETARY ESTIMATE ONLY. Actual freight charges may vary from the amount included within this estimate. This pricing specifically does not include a liftgate for LTL service, delivering to a residential area, or delivery to a construction site. Purchaser is solely responsible for any and all additional shipping charges incurred based on the adjustments listed within this statement, or as a result of any errors in the shipping address that maybe furnished to Sno-Gem by the Purchaser. Please notify Sno-Gem immediately, if the ship to address changes, or any of these additional charges listed within this statement may apply to your shipment. Accepted estimates will be valid 30 calendar days beyond the approximate ship date listed above, or this estimate may be subject to a price adjustment. Estimates furnished without an approximate ship date are valid for 30 days from date of estimate. Prices are subject to change without notice thereafter.	Total \$737.00
---	------------------------------



CONSTRUCTION

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

RFP # : _____ 11

Date: _____ 3/5/2025

Original Contract Date: _____ 6/3/2024

Original Contract Price: \$ _____ 2,173,187.44

Contact Phone: O: _____ 605-275-9726

C: _____ 605-480-1157

Kevin Feldhaus

Job Name/Address:

Mitchell Landfill Recycling Facility
City of Mitchell
Mitchell SD

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

Add starter motor and switching to exhaust system

The plans provided in both the electrical and also mechanical omitted means of controlling the exhaust system. TT Electric put together a affordable method to make this all work.

Change Order Amount \$ _____ \$3,100.97

Previous Contract Amount \$ _____

Revised Contract Amount \$ _____

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

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

General Contractor

Date

Owner

Date

Note: This change order becomes part of the original contract

RFP # 11		3/5/2025		Add motor starter and switch to exhaust system			
PROPOSAL BREAKDOWN							
SELF-PERFORMED WORK ITEMS							
			LABOR	MATERIAL	EQUIPMENT	TOTALS	
LABOR							
LABOR ITEM	LABOR HOURS	LABOR RATE					
WS office time	1	\$ 80.00	\$ 80.00				\$ 80.00
Field observation	1	\$ 80.00	\$ 80.00				\$ 80.00
		\$ 80.00	\$ -				\$ -
		\$ 80.00	\$ -				\$ -
TOTAL LABOR COSTS							\$ 160.00
MATERIAL							
MATERIAL ITEM	QUANTITY	UNIT PRICE					
SUBTOTAL MATERIAL COSTS							
SALES TAX		6.5%	sales tax included w/ line items				
TOTAL MATERIAL COSTS							
EQUIPMENT							
EQUIPMENT ITEM	HOURS	RATE					
TOTAL EQUIPMENT COSTS							
SUBTOTAL SELF-PERFORMED WORK			sales tax included w/ line items				
OVERHEAD AND PROFIT		15%					
TOTAL SELF PERFORMED WORK							
SUBCONTRACTOR WORK ITEMS							
SUBCONTRACTOR NAME			SUBCONTRACTOR SCOPE OF WORK				
TT Electric			Material and labor			\$ 2,690.91	
						\$ -	
						\$ -	
						\$ -	
SUBTOTAL SUBCONTRACTOR						\$ 2,690.91	
OVERHEAD AND PROFIT		5%				\$ 134.55	
TOTAL SUBCONTRACTOR WORK						\$ 2,825.46	
PROPOSAL SUMMARY							
SELF-PERFORMED WORK						\$ 184.00	
SUBCONTRACTOR WORK						\$ 2,825.46	
SUBTOTAL PROPOSAL COST						\$ 3,009.46	
BOND		1%				\$ 30.09	
BUILDERS RISK		0%				\$ -	
EXCISE TAX		2%				\$ 61.42	
TOTAL PROPOSAL COST						\$ 3,100.97	



PROPOSAL

TO: **Kevin Feldhaus**
WS Construction
200 North Ebenezer Avenue
Sioux Falls, SD 57107

Project: Motor Starter (Landfill)
Address: ,
Date: 3/4/2025

We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:

1.	Pipe Work	\$1,234.00
2.	Motor starter/wiring	\$1,456.91

Subtotal:	\$2,690.91
*0% Tax:	\$0.00
TOTAL:	\$2,690.91

Contractor: Tyson Tuttle
TT Electric LLC

3/4/2025
Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: _____
WS Construction

Date

PAY ESTIMATES FOR APRIL 21, 2025

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#55	\$ 10,311.69		
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#56	\$ 1,007.00	\$ 1,431,020.37	\$ 1,462,687.34
Geo-Tek Engineering & Testing	#2020-20 Mitchell Watermain Dist. System Improv.	#13	\$ 750.00	\$ 46,793.25	\$ 42,950.00
WS Construction Management	#2021-30 New Recycling Bldg at Landfill	#9	\$ 180,161.10	\$ 2,210,036.39	\$ 2,250,289.20
HDR Engineering Inc.	#2021-31 North Waste Water Improvements	#42	\$ 3,060.00	\$ 1,797,828.24	\$ 1,806,325.00
Rexwinkle Concrete Inc.	#2021-39 East Spruce Street Construction	#5	\$ 47,118.24	\$ 900,564.78	\$ 900,564.78
GeoTek	#2022-1 South WWTP - Phase II - Schedule A	#7A	\$ 2,838.75	\$ 24,058.00	\$ 70,350.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#27	\$ 127,224.50	\$ 1,761,931.16	\$ 1,908,860.00
HDR Engineering Inc.	#2022-22 Water & Wastewater Fee Analysis	#18	\$ 9,673.75	\$ 82,573.09	\$ 97,620.00
SDDOT-Finance & Management	#2022-36 Canal Bridge on Harmon Drive	#12	\$ 399.05	\$ 17,160.00	\$ 85,800.00
Shive-Hattery	#2023-3 Lake Mitchell Jetty	#9	\$ 1,503.50	\$ 42,827.90	\$ 49,300.00
McLaury Engineering	#2023-21 2nd & 4th Construction	#14	\$ 10,478.75	\$ 188,356.37	\$ 342,295.00
L.L. Jirsa, Architect	#2023-33 Lake Mitchell Tornado Shelter	#3	\$ 12,247.00	\$ 31,843.00	\$ 48,990.00
Brosz Engineering Inc.	#2024-2 East 5th - Burr to Foster - Utilities	#14	\$ 2,437.50	\$ 215,560.00	\$ 238,710.00
Quality Cut Lawn	#2024-22R Airport Snow Removal	#7-2024	\$ 10,000.00	\$ 70,000.00	\$ 75,000.00
AE2S	#2024-37 Mitchell Water Distribution System Model	#7	\$ 1,057.00	\$ 1,098.50	\$ 10,000.00
Butler Machinery	#2025-2 Tractor Scraper for Landfill-Grant	#1-Final	\$ 1,207,730.00	\$ 1,207,730.00	\$ 1,207,730.00
GeoTek Engineering & Testing	#2025-28 Old Landfill Leachate Monitoring	#2	\$ 668.75	\$ 4,993.75	\$ 11,500.00
GeoTek Engineering & Testing	#2025-29 New Landfill Monitoring	#2	\$ 958.75	\$ 10,423.75	\$ 23,635.00
Helms & Associates	AIP '33 Municipal Hangar Construction	#8	\$ 3,913.96	\$ 96,721.60	\$ 202,251.30
Helms & Associates	AIP '34 Airport Runway 18/36 Reconstruction	#4	\$ 12,301.70	\$ 67,659.38	\$ 981,619.00
	TOTALS		\$ 1,645,840.99	\$ 10,209,179.53	\$ 11,816,476.62

Prepared by Deb Hanson-Sudbeck

PACKET : 07300 07301 07302

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-35882B15-0168	101-41110-42300	LEGAL PUBLICA NOTICE OF HEARING	206392	18.85
		I-35882B15-0169	101-41110-42300	LEGAL PUBLICA ROCK CHIPS BID NOTICE	206392	33.93
		I-35882B15-0170	101-41110-42300	LEGAL PUBLICA PETROLEUM PRODUCTS CITY PRJT	206392	34.47
		I-35882B15-0171	101-41110-42300	LEGAL PUBLICA JENSEN NOTICE OF HEARING	206392	13.98
		I-35882B15-0172	101-41110-42300	LEGAL PUBLICA GEHRKE NOTICE OF HEARING	206392	14.90
		I-35882B15-0173	101-41110-42300	LEGAL PUBLICA MITCHELL SCHOOL HEARING	206392	40.50
		I-35882B15-0174	101-41110-42300	LEGAL PUBLICA 03.31.25 MEETING	206392	13.13
DEPARTMENT 1110 CITY COUNCIL						TOTAL: 169.76

PACKET : 07300 07301 07302

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1220 CITY ADMINISTRATOR

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06750	MITCHELL TELECOM					
		I-11087775	101-41220-42800	UTILITIES-TEL ACCT #00223662-2	206469	1.49
				DEPARTMENT 1220 CITY ADMINISTRATOR	TOTAL:	1.49

PACKET : 07300 07301 07302

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1230 ADMINISTRATIVE BOARDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06750	MITCHELL TELECOM					
		I-11087775	101-41230-42800	UTILITIES-TEL ACCT #00223662-2	206469	0.05
DEPARTMENT 1230 ADMINISTRATIVE BOARDS					TOTAL:	0.05

PACKET : 07300 07301 07302

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-851707857	101-41410-42610	WEST GROUP LA MAR 2025 ONLINE SUBSCRIPTION	206521	824.82
01-06750	MITCHELL TELECOM					
		I-11087775	101-41410-42810	UTILITIES-TEL ACCT #00223662-2	206469	1.07
				DEPARTMENT 1410 ATTORNEY'S OFFICE	TOTAL:	825.89

PACKET : 07300 07301 07302

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-83087	101-41420-42620	CHECKS, RCPTS RECEIPTS	206449	175.90
01-06750	MITCHELL TELECOM					
		I-11087775	101-41420-42800	UTILITIES - T ACCT #00223662-2	206469	3.40
01-09703	AMAZON CAPITAL SERVICES					
		I-17KD-KR3M-HF4Q	101-41420-42600	SUPPLIES & MA PENS,LABELS,RIBBONS	206351	79.60
				DEPARTMENT 1420 FINANCE	TOTAL:	258.90

01/16/2025 5:06 PM
PACKET : 07300 07301 07302
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1440 HUMAN RESOURCES
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00483	COUNTY FAIR					
		I-03282025	101-41440-42950	EMPLOYEE BANQ DIET MT DEW	206397	6.50
01-04015	CORN PALACE					
		I-CITY3282025	101-41440-42950	EMPLOYEE BANQ BROWNIES,CANDY	206396	224.00
01-04493	VILLAGE BOWL					
		I-43481	101-41440-42950	EMPLOYEE BANQ CITY BANQUET BOWLING/PIZZA/WIN	206528	2,733.45
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00119975-00	101-41440-42231	EMPLOYEE PHYS PHYSICALS,DRUG SCREENINGS	206358	1,025.00
01-05319	AVERA OCCUPATIONAL MEDI					
		I-00119534-0	101-41440-42231	EMPLOYEE PHYS LABS	206359	109.80
		I-00119790-00	101-41440-42231	EMPLOYEE PHYS LABS	206359	73.20
		I-00120191-00	101-41440-42231	EMPLOYEE PHYS LABS	206359	36.60
01-06750	MITCHELL TELECOM					
		I-11087775	101-41440-42800	UTILITIES ACCT #00223662-2	206469	1.52
01-08711	ONE SOURCE THE BACKGROU					
		I-2022176513	101-41440-42210	PROFESSIONAL BACKGROUND CHECK	206482	308.00
01-08900	THOMAS L PRICE INC					
		I-03272025	101-41440-42231	EMPLOYEE PHYS PSYCHOLOGICAL SCREENINGS	206520	350.00
01-09650	CONNECTIONS INC EAP					
		I-03242025	101-41440-42230	EMPLOYEE ASSI 2025 2ND QTR PAYMENT	206393	2,487.84
01-09703	AMAZON CAPITAL SERVICES					
		I-1LQV-N6LH-TFHH	101-41440-42950	EMPLOYEE BANQ M&M'S	206351	19.80
DEPARTMENT 1440 HUMAN RESOURCES					TOTAL:	7,375.71

PACKET : 07300 07301 07302

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
=====						
01-00565	SDML WORKERS' COMPENSAT					
	I-24848		101-41460-42120	WORKMEN'S COM 2024 WORK COMP AUDIT BILLING	206506	30,700.00
DEPARTMENT 1460 INSURANCE & BONDS						TOTAL: 30,700.00

PACKET : 07300 07301 07302

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
01-01457	MIDWEST FIRE & SAFETY					
		I-30009190	101-41920-42520	REPAIR-CITY H FIRE EXTINGUISHER SERVICE	206456	108.00
01-01830	NORTHWESTERN ENERGY					
		I-2587293-8.03.25	101-41920-42811	UTILITIES-CIT 612 N MAIN ST	206475	1,919.09
01-02679	MENARD'S INC					
		I-85217	101-41920-42620	SUPPLIES-CITY LED LIGHTS	206450	239.96
				DEPARTMENT 1920 MUNICIPAL BUILDINGS	TOTAL:	2,267.05

PACKET : 07300 07301 07302

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-2279-2005	101-41935-42615	POSTAGE POSTAGE 03.17-31.2025	206486	318.14
01-03678	INTERSTATE OFFICE PRODU					
		I-01EG2650	101-41935-42640	COPY MACHINE COPY PAPER	206433	218.10
01-05195	A & B BUSINESS SOLUTION					
		I-IN1245268	101-41935-42250	MANAGED PRINT CT9857-01 PAYMENT	206346	4,251.20
01-06750	MITCHELL TELECOM					
		I-11087775	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	206469	2,507.05
		I-11087775	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	206469	0.97
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						7,295.46

01/16/2025 5:06 PM
 REGULAR DEPARTMENT PAYMENT REGISTER
 PACKET : 07300 07301 07302
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 2110 POLICE DEPARTMENT
 BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 10
 BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00712	NAPA CENTRAL					
		I-813467	101-42110-42500	REPAIR & MAIN SCREW	206473	2.59
01-00809	GALLS LLC					
		I-030881650	101-42110-42600	SUPPLIES TOP SHIELD BADGES	206417	935.94
01-01020	CENTRAL ELECTRIC COOPER					
		I-14579002.04.25	101-42110-42810	UTILITIES 25647 412TH AVE	206387	153.53
01-01050	IVERSON					
		C-6098523/2	101-42110-42500	REPAIR & MAIN SALES TAX CREDIT	206435	16.54-
01-01199	STURDEVANTS AUTO VALUE					
		I-815053799	101-42110-42500	REPAIR & MAIN FILTER,BLOWER MOTOR	206515	157.72
		I-815054217	101-42110-42500	REPAIR & MAIN FILTERS	206515	19.81
		I-815054220	101-42110-42500	REPAIR & MAIN FILTERS,BATTERIES,WIPER BLADES	206515	214.03
01-01322	LARRY'S I-90 SERVICE IN					
		I-106304	101-42110-42500	REPAIR & MAIN MOUNT & BALANCE TIRE	206442	65.00
		I-106346	101-42110-42610	GAS OIL TIRES FIREHAWK TIRE	206442	119.89
		I-106532	101-42110-42500	REPAIR & MAIN MOUNT & BALANCE TIRE	206442	30.00
		I-106579	101-42110-42610	GAS OIL TIRES FIREHAWK TIRES,BALANCING	206442	1,181.24
		I-106584	101-42110-42500	REPAIR & MAIN MOUNT & BALANCE TIRES	206442	90.00
01-01518	VERIZON WIRELESS					
		I-6110353100	101-42110-42800	TELEPHONE ACCT #786752327-00002	206526	80.02
01-01590	MCLEOD'S PRINTING					
		I-83209	101-42110-42600	SUPPLIES UNIFORM TRAFFIC TICKETS	206449	349.00
01-01830	NORTHWESTERN ENERGY					
		I-2949839-1.04.25	101-42110-42810	UTILITIES 122 S ROWLEY ST	206475	162.03
01-02051	MIDCONTINENT COMMUNICAT					
		I-02609470214661	101-42110-42810	UTILITIES ACCT #026094702	206453	10.62
01-02679	MENARD'S INC					
		I-85217	101-42110-42600	SUPPLIES LED LIGHTS	206450	99.95
01-02684	STREICHER'S - MINNEAPOL					
		I-I1754679	101-42110-42600	SUPPLIES NAME TAGS	206514	11.99
		I-I1754682	101-42110-42600	SUPPLIES NAME TAGS	206514	11.99
01-02811	JONES SUPPLIES					
		I-151283	101-42110-42600	SUPPLIES BLACK LINERS,T-PAPER,TOWELS	206437	139.21
01-03267	WALMART/CAPITAL ONE					
		I-8940.04112025	101-42110-42600	SUPPLIES ENVELOPES,GATORADE,TRIPOD	206529	9.97

4/16/2025 5:06 PM
PACKET : 07300 07301 07302
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04380	KATHY RAYMOND					
		I-666563	101-42110-42640	UNIFORM ALLOW UNIFORM HEMMING	206490	212.00
		I-666564	101-42110-42640	UNIFORM ALLOW UNIFORM HEMMING	206490	310.00
		I-666565	101-42110-42640	UNIFORM ALLOW UNIFORM HEMMING	206490	61.00
01-05898	RANGE SYSTEMS					
		I-33570	101-42110-42600	SUPPLIES VULCANIZED BALLISTIC RUBBER	206489	5,979.18
01-05917	STALKER RADAR APPLIED C					
		I-S310680	101-42110-43400	MACHINERY AND RADARS	206512	9,579.00
01-06750	MITCHELL TELECOM					
		I-11087775	101-42110-42800	TELEPHONE ACCT #00223662-2	206469	20.13
01-07330	SD DEPT OF PUBLIC SAFET					
		I-N1452701SR	101-42110-42910	TELETYPE TELETYPE 6 MONTH SERVICE	206503	1,236.93
01-08252	CORPORATE TRANSLATION S					
		I-298041	101-42110-42200	PROFESSIONAL MAR 2025 TRANSLATION SERVICES	206441	81.57
01-08281	VESTIS					
		I-6380276227	101-42110-42200	PROFESSIONAL MAT CLEANING	206527	77.35
01-09707	NIKO ARNOLD					
		I-04112025	101-42110-42700	TRAVEL, CONF SF SWAT TRAINING MEALS REIMB	206355	320.00
01-10294	BRYCE FUCHS					
		I-04112025	101-42110-42700	TRAVEL, CONF SF SWAT TRAINING MEALS REIMB	206416	320.00
01-10407	GUARDIAN ALLIANCE TECHN					
		I-28038	101-42110-42200	PROFESSIONAL BACKGROUND SCREENING SOFTWARE	206422	150.00
DEPARTMENT 2110 POLICE DEPARTMENT					TOTAL:	22,175.15

PACKET : 07300 07301 07302

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
01-00424	RUNNINGS SUPPLY INC					
		I-2030374	101-42130-42545	PAINT FERTILIZER,FITTING,HOSE CLAMP	206492	60.54
01-00712	NAPA CENTRAL					
		I-813344	101-42130-42610	GAS, OIL, TIR BUCKET TRUCK ROTOR,OIL SEAL	206473	66.33
01-01020	CENTRAL ELECTRIC COOPER					
		I-12553001.04.25	101-42130-42835	UTILITIES-STR CARL RD	206387	276.00
		I-14579001.04.25	101-42130-42835	UTILITIES-STR 25040 SD HWY 37	206387	348.00
01-01450	MUTH ELECTRIC INC					
		I-679183	101-42130-42535	LIGHT MAINTEN INSTALL LIGHT POLE,TMA LIGHT	206472	668.36
		I-679357	101-42130-42535	LIGHT MAINTEN FIXED STREET LIGHTS	206472	2,784.27
		I-679386	101-42130-43410	BATTERY BACKU INSTALL BATTERY BACKUP 1ST&BUR	206472	1,056.00
01-01490	MUELLER LUMBER CO. INC.					
		I-300233	101-42130-42540	SIGNS STOVE PIPE	206471	2.12
		I-301122	101-42130-42540	SIGNS LAG SCREWS	206471	10.10
01-01518	VERIZON WIRELESS					
		I-6109711731	101-42130-42820	TELEPHONE ACCT #886931646-00001	206526	135.49
01-01830	NORTHWESTERN ENERGY					
		I-2573393-2.04.25	101-42130-42810	UTILITIES-TRA E 1ST AND GAMBLE ST	206475	21.19
		I-2573626-5.04.25	101-42130-42810	UTILITIES-TRA 1030 E 1ST AVE	206475	13.76
		I-2576730-2.04.25	101-42130-42810	UTILITIES-TRA N SANBORN AND 5TH AVE	206475	83.72
		I-2577687-3.04.25	101-42130-42810	UTILITIES-TRA N SANBORN AND 7TH AVE	206475	77.63
		I-2577895-2.04.25	101-42130-42810	UTILITIES-TRA 710 N MINNESOTA ST	206475	12.53
		I-2580169-7.04.25	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	206475	26.13
		I-2581243-9.03.25	101-42130-42835	UTILITIES-STR STREET LIGHTS	206475	21,857.36
		I-2586693-0.03.25	101-42130-42835	UTILITIES-STR 112 W 2ND AVE	206475	44.35
		I-2586929-8.03.25	101-42130-42835	UTILITIES-STR 111 W 5TH AVE	206475	17.62
		I-2586966-0.03.25	101-42130-42835	UTILITIES-STR 111 W 7TH AVE	206475	100.68
		I-2778164-0.04.25	101-42130-42810	UTILITIES-TRA 1ST AND SANBORN ST	206475	117.54
		I-2781011-8.04.25	101-42130-42520	EMERGENCY SIR 1001 E BIRCH AVE PWSP SIREN	206475	26.85
		I-2793476-9.04.25	101-42130-42810	UTILITIES-TRA 1ST AND BURR ST SIGNAL LIGHTS	206475	63.70
		I-2942176-5.04.25	101-42130-42810	UTILITIES-TRA 809 E 1ST AVE	206475	13.59
		I-2955717-0.03.25	101-42130-42835	UTILITIES-STR 500 N MAIN LOT PARKING	206475	27.57
		I-3480194-4.03.25	101-42130-42810	UTILITIES-TRA 111 W 7TH PWSP SIGNAL	206475	159.53
		I-3480195-1.03.25	101-42130-42810	UTILITIES-TRA 112 W 2ND PWSP SIGNAL	206475	126.36
		I-3480197-7.03.25	101-42130-42810	UTILITIES-TRA 111 W 5TH PWSP SIGNAL	206475	147.35
		I-3880132-0.03.25	101-42130-42810	UTILITIES-TRA 1808 N MINNESOTA AVE SGNL	206475	124.75
		I-4255820-5.04.25	101-42130-42835	UTILITIES-STR 103 S MAIN ST	206475	10.02
01-02880	THUNE TRUE VALUE & APPL					
		I-B301947	101-42130-42560	SIREN REPAIR THERM PLUGIN RECEPTACLE	206522	18.99

DEPARTMENT 2130 TRAFFIC DEPARTMENT

TOTAL:

28,498.43

1/16/2025 5:06 PM
PACKET : 07300 07301 07302
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2200 FIRE DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2035758	101-42200-43400	MACHINERY AND CHARGER PACKOUT,BATTERY	206492	1,120.50
01-01199	STURDEVANTS AUTO VALUE					
		I-815054488	101-42200-42600	SUPPLIES HEADLAMP	206515	20.99
01-01518	VERIZON WIRELESS					
		I-6110353100	101-42200-42800	TELEPHONE ACCT #786752327-00002	206526	100.07
01-02679	MENARD'S INC					
		I-85534	101-42200-42600	SUPPLIES GLASS CLEANER	206450	29.76
		I-85541	101-42200-43200	BUILDINGS KITCHEN CABINETS	206450	8,300.48
		I-85689	101-42200-42600	SUPPLIES KEY RINGS,LIGHT BULBS	206450	61.89
		I-85690	101-42200-42600	SUPPLIES TARP	206450	6.73
01-02811	JONES SUPPLIES					
		I-151332	101-42200-42600	SUPPLIES T-PAPER,ROLL TOWELS,TOILET CLN	206437	268.18
01-03267	WALMART/CAPITAL ONE					
		I-8940.04112025	101-42200-42600	SUPPLIES ENVELOPES,GATORADE,TRIPOD	206529	142.47
01-04511	TOYNE INC					
		I-8543	101-42200-43400	MACHINERY AND FIRE TRUCK DOWN PAYMENT	206524	350,000.00
01-05232	ALEX AIR APPARATUS 2 LL					
		I-9455	101-42200-42550	REPAIR-SELF-C SCBA FLOW TEST	206350	4,148.29
01-05276	M & T FIRE AND SAFETY I					
		I-14280	101-42200-42600	SUPPLIES ENFORCER ONE FOAM	206445	510.00
		I-14324	101-42200-42600	SUPPLIES RESCUE SLED	206445	3,150.00
01-06750	MITCHELL TELECOM					
		I-11087775	101-42200-42800	TELEPHONE ACCT #00223662-2	206469	1.94
01-08555	BRANDON MANCHESTER					
		I-04082025	101-42200-42700	TRAVEL, CONF ABERDEEN FTO TRAINING-MEALS	206446	150.00
01-09349	HOWES OIL CO					
		I-355418	101-42200-42610	GAS & OIL ON ROAD FUEL #2	206427	614.54
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	368,625.84

4/16/2025 5:06 PM
PACKET : 07300 07301 07302
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00917	DAKOTA FLUID POWER INC					
		I-7321240	101-43100-42600	SUPPLIES TWIN PIPE CLAMP, CORD SET	206400	174.39
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-01117	FLEETPRIDE					
		I-124660513	101-43100-42600	SUPPLIES RED LAMP MODULES	206414	122.98
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-124730661	101-43100-42600	SUPPLIES AMBER LED, LED MINIBAR, SOLENOID	206414	681.02
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-124735144	101-43100-42600	SUPPLIES BRASS PIPE, NYLON PUSH-ON	206414	74.54
	PROJ: L59-42600	163		SUPPLIES MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815053803	101-43100-42600	SUPPLIES FILTERS, STARTER SOLENOID, WIRE	206515	5.73
	PROJ: L61-42600	165		SUPPLIES MATERIALS		
		I-815053803	101-43100-42600	SUPPLIES FILTERS, STARTER SOLENOID, WIRE	206515	57.32
	PROJ: L66-42600	345		SUPPLIES MATERIALS		
		I-815053803	101-43100-42600	SUPPLIES FILTERS, STARTER SOLENOID, WIRE	206515	160.17
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-815054216	101-43100-42600	SUPPLIES FLOOR ABSORBENT, TAPE, OIL, FLTRS	206515	504.72
	PROJ: L58-42600	162		SUPPLIES MATERIALS		
		I-815054216	101-43100-42600	SUPPLIES FLOOR ABSORBENT, TAPE, OIL, FLTRS	206515	139.00
01-01239	BUTLER MACHINERY INC					
		I-13PS0086027	101-43100-42600	SUPPLIES COUPLINGS	206374	56.40
	PROJ: L10-42600	106		SUPPLIES MATERIALS		
		I-13PS0086123	101-43100-42500	REPAIRS HOSE BK	206375	59.96
	PROJ: L10-42500	106		REPAIR MAINTENANCE		
		I-13PS0086124	101-43100-42600	SUPPLIES SEAL O-RING	206376	8.12
	PROJ: L10-42600	106		SUPPLIES MATERIALS		
01-01404	MITCHELL IRON & SUPPLY					
		I-85339	101-43100-42600	SUPPLIES ROUND REPAIR TUBE	206467	73.20
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-01830	NORTHWESTERN ENERGY					
		I-2576521-5.04.25	101-43100-42800	UTILITIES 1405 W 8TH AVE	206475	1,006.80
01-02679	MENARD'S INC					
		I-84848	101-43100-42620	ASPHALT MIX POT HOLE PATCH MIX	206450	723.87
		I-85208	101-43100-42600	SUPPLIES MAP/PRO GAS, SEDIMENT FILTER	206450	19.88
	PROJ: L10-42600	106		SUPPLIES MATERIALS		
		I-85532	101-43100-42600	SUPPLIES COVER TOGGLE, HANDYBOX	206450	15.04
01-03099	LAWSON PRODUCTS INC					
		I-9312374996	101-43100-42600	SUPPLIES MALE ELBOW, UI HEAT, HS TUBING	206443	306.29
		I-9312376957	101-43100-42600	SUPPLIES DUAL WALL HS TUBING	206443	29.71
		I-9312380552	101-43100-42600	SUPPLIES DUAL WALL HS TUBING	206443	35.38

PACKET : 07300 07301 07302

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
01-06750	MITCHELL TELECOM					
		I-11087775	101-43100-42800	UTILITIES ACCT #00223662-2	206469	1.68
01-08130	C & B OPERATIONS LLC					
		I-13170084	101-43100-42600	SUPPLIES SOCKET CONN,ELEC CONN	206383	75.82
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-08339	I-STATE TRUCK CENTER					
		I-C261382276:01	101-43100-42600	SUPPLIES RED SW-MSF OPTION	206428	139.66
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-09349	HOWES OIL CO					
		I-355418	101-43100-42610	GAS OFF ROAD FUEL #2	206427	5,751.30
		I-355418	101-43100-42610	GAS ON ROAD FUEL #2	206427	129.59
01-09512	ENVIRONMENTAL EQUIPMENT					
		I-24810	101-43100-42500	REPAIRS SWITCH PICK-UP HEAD	206411	75.20
	PROJ: L25-42500	127		REPAIRS MAINTENANCE		
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	10,427.77

01/16/2025 5:06 PM
PACKET : 07300 07301 07302
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00658	AMERICAN PUBLIC WORKS A					
		I-04302025	101-43110-42700	TRAVEL CONF D 2025 MEMBERSHIP RENEWAL	206353	819.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815054222	101-43110-42500	REPAIRS OIL FILTER	206515	7.93
01-01518	VERIZON WIRELESS					
		I-6109711731	101-43110-42800	UTILITIES ACCT #886931646-00001	206526	80.02
01-02567	S & M PRINTING INC					
		I-84001	101-43110-42600	SUPPLIES J HEGG BUSINESS CARDS	206493	53.00
01-03114	SUBWAY					
		I-1/A-709628	101-43110-42750	PLANNING COMM 04.14.24 PLANNING COMM MEALS	206517	62.93
01-03130	JOHN HEGG					
		I-04112025	101-43110-42610	GAS SF SDBO CODE TRNG-MEAL,MILAGE	206424	45.30
		I-04112025	101-43110-42700	TRAVEL CONF D SF SDBO CODE TRNG-MEAL,MILAGE	206424	14.00
01-03678	INTERSTATE OFFICE PRODU					
		I-01EG2880	101-43110-42600	SUPPLIES STENO PAD SHEETS	206433	40.20
		I-01EG3150	101-43110-42600	SUPPLIES STENO PAD SHEETS	206433	56.28
01-06750	MITCHELL TELECOM					
		I-11087775	101-43110-42800	UTILITIES ACCT #00223662-2	206469	8.11
		I-11088973	101-43110-42916	NUISANCE ABAT ACCT #00019259-0	206469	10.62
01-07861	THE LODGE AT DEADWOOD					
		I-68250	101-43110-42700	TRAVEL CONF D SCHROEDER DEADWOOD-ROOM	206519	226.00
				DEPARTMENT 3110 PUBLIC WORKS ADMIN	TOTAL:	1,423.39

PACKET : 07300 07301 07302

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
=====						
01-00250	BIERSCHBACH EQUIPMENT &					
	I-137014		101-43120-42521	SIDEWALK CONS SIDEWALK PLATES	206364	7,476.00
01-01036	REXWINKEL CONCRETE INC.					
	I-2021-39 P.E. #5		101-43120-43313	SPRUCE ST RR 2021-39 P.E. #5	206491	40,992.87
01-04871	SD DEPT OF TRANSPORTATI					
	I-2022-36 P.E. #12		101-43120-42200	PROF SERVICES 2022-36 P.E. #12	206504	399.05
01-09869	MCLAURY ENGINEERING INC					
	I-2023-21 P.E. #14		101-43120-43300	STREET OVERLA 2023-21 P.E. #14	206448	4,086.71
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						52,954.63

4/16/2025 5:06 PM
PACKET : 07300 07301 07302
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3150 STORM DRAINAGE
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01036	REXWINKEL CONCRETE INC.					
		I-2021-39 P.E. #5	101-43150-43319	SPRUCE RR CRO 2021-39 P.E. #5	206491	6,125.37
01-02485	SCHOENFELDER CONSTRUCTI					
		I-15858	101-43150-43309	LAKE LOTS EXTRA HARMON DR STORM SEWER	206498	2,492.83
		I-15859	101-43150-43309	LAKE LOTS HARMON DR STORM SEWER INSTALL	206498	40,795.99
01-09869	MCLAURY ENGINEERING INC					
		I-2023-21 P.E. #14	101-43150-43343	2ND, 4TH, & R 2023-21 P.E. #14	206448	2,829.26
				DEPARTMENT 3150 STORM DRAINAGE	TOTAL:	52,243.45

01/16/2025 5:06 PM
PACKET : 07300 07301 07302
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01355	MIDWEST TURF & IRRIGATI					
		I-3947501-00	101-43700-43400	MACHINERY & E WORKMAN GTX,BUCKET SEAT,BED	206461	13,759.00
01-01518	VERIZON WIRELESS					
		I-6109711731	101-43700-42800	UTILITIES ACCT #886931646-00001	206526	73.32
01-01590	MCLEOD'S PRINTING					
		I-82966	101-43700-42600	SUPPLIES & MA DUST CLEANER,BINDER,PENS	206449	87.96
01-02679	MENARD'S INC					
		I-85403	101-43700-42600	SUPPLIES & MA HOOKS FOR BELTS	206450	14.95
01-02880	THUNE TRUE VALUE & APPL					
		I-A591766	101-43700-42600	SUPPLIES & MA ROPE HOOK	206522	15.92
01-08281	VESTIS					
		I-6380273988	101-43700-42600	SUPPLIES & MA MAT CLEANING	206527	33.26
01-09696	UPPER MIDWEST GARAGE DO					
		I-72292	101-43700-42500	REPAIR & MAIN REPAIR GARAGE DOOR	206525	330.10
DEPARTMENT 3700 CEMETERY					TOTAL:	14,314.51

4/16/2025 5:06 PM
PACKET : 07300 07301 07302
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4110 HEALTH & WELFARE
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00523	DAKOTA COUNSELING INST/ I-04012025		101-44110-42940	DAKOTA COUNSE 2025 2ND QTR ALLOCATION	206399	3,250.00
DEPARTMENT 4110 HEALTH & WELFARE					TOTAL:	3,250.00

PACKET : 07300 07301 07302

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
01-02017	DAVISON RURAL WATER SYS					
		I-4837.04.25	101-44120-42800	UTILITIES-POU MAR 2025 WATER USAGE	206407	70.30
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	70.30

4/16/2025 5:06 PM
 PACKET : 07300 07301 07302
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 5500 LIBRARY
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00138	SCHOLASTIC LIBRARY PUBL					
		I-70315651	101-45500-43420	BOOKS BOOK	206500	14.99
		I-70370830	101-45500-43420	BOOKS BOOK	206500	9.59
01-00553	DEMCO INC					
		I-7626185	101-45500-42600	SUPPLIES & MA REINFORCEMENT TAPE,PAPERFOLD	206408	252.83
01-01015	INGRAM LIBRARY SERVICES					
		I-87084526	101-45500-43420	BOOKS BOOKS	206432	42.58
		I-87135188	101-45500-43420	BOOKS BOOKS	206432	90.86
		I-87151878	101-45500-43420	BOOKS BOOKS	206432	206.87
		I-87177230	101-45500-43420	BOOKS BOOK	206432	27.00
		I-87199648	101-45500-43420	BOOKS BOOKS	206432	324.51
		I-87312778	101-45500-43420	BOOKS BOOKS	206432	293.85
		I-87424191	101-45500-43420	BOOKS BOOKS	206432	284.43
		I-87474357	101-45500-43420	BOOKS BOOKS	206432	272.20
		I-87483162	101-45500-43420	BOOKS BOOKS	206432	41.37
		I-87531694	101-45500-43420	BOOKS BOOKS	206432	103.55
01-01449	SD STATE HISTORICAL SOC					
		I-19216	101-45500-43420	BOOKS BOOK	206505	35.59
01-01590	MCLEOD'S PRINTING					
		I-83172	101-45500-42600	SUPPLIES & MA K KENKEL BUSINESS CARDS	206449	69.90
01-02679	MENARD'S INC					
		I-85342	101-45500-42600	SUPPLIES & MA LIGHT BULBS	206450	21.96
01-02811	JONES SUPPLIES					
		I-151419	101-45500-42600	SUPPLIES & MA BLACK LINERS	206437	55.95
01-05088	BLACKSTONE PUBLISHING					
		I-2190528	101-45500-43421	AUDIO-VISUAL AUDIOBOOKS	206366	144.73
		I-2190793	101-45500-43421	AUDIO-VISUAL AUDIOBOOK	206366	31.99
		I-2191394	101-45500-43421	AUDIO-VISUAL AUDIOBOOK	206366	31.99
		I-2194773	101-45500-43421	AUDIO-VISUAL AUDIOBOOKS	206366	161.49
01-06026	CENTER POINT LARGE PRIN					
		I-2157469	101-45500-43420	BOOKS LARGE PRINT BOOKS	206386	97.08
01-06583	BAKER & TAYLOR					
		I-2038977169	101-45500-43420	BOOKS CHILDREN BOOK	206362	11.39
01-06750	MITCHELL TELECOM					
		I-11087775	101-45500-42800	UTILITIES ACCT #00223662-2	206469	0.86
		I-11091197	101-45500-42800	UTILITIES ACCT \$00217267-0	206469	77.95
01-08223	OVERDRIVE INC					
		I-02495CO25107921	101-45500-42693	E-BOOKS/AUDIO EBOOKS,EAUDIOBOOKS	206483	1,574.51

BANK: Multi

PACKET : 07300 07301 07302

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 6500 ECONOMIC DEVELOPMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01400	MITCHELL AREA DEVELOPME	I-04022025	101-46500-42900	MITCHELL AREA 2025 2ND QTR ALLOCATION	206464	45,500.00
01-02386	MITCHELL MAIN STREET AN	I-04022025	101-46500-42918	MITCHELL MAIN 2025 2ND QTR ALLOCATION	206468	11,250.00
01-07652	DAKOTA HEARTLAND DEVELO	I-04022025	101-46500-42911	REGIONAL ECON 2025 2ND QTR ALLOCATION	206401	6,250.00
DEPARTMENT 6500 ECONOMIC DEVELOPMENT					TOTAL:	63,000.00
FUND 101 GENERAL					TOTAL:	670,539.24

PACKET : 07300 07301 07302

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-2868739-0.04.25	201-45110-42800	UTILITIES 1201 E HANSON ST POOL	206475	373.71
	PROJ: J50-ELE/GAS	OUTDOOR AQUATIC CENTER		UTILITIES-ELECTRIC/GAS		
01-02790	SUN GOLD SPORTS LLC					
		I-31717	201-45110-42600	SUPPLIES & MA VOLLEYBALL T-SHIRTS	206518	225.00
	PROJ: J52-SM-EQUIP	P&A ADULT PROGRAMS		SUPPLIES/MATERIAL-EQUIPMENT		
01-06750	MITCHELL TELECOM					
		I-11087775	201-45110-42800	UTILITIES ACCT #00223662-2	206469	1.11
				DEPARTMENT 5110 RECREATION & AQUATICS	TOTAL:	599.82

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-2031827	201-45140-42600	SUPPLIES & MA UTILITY KNIFE,DRIVER BIT	206492	31.98	
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
01-00621	MC&R POOLS INC					
	I-1250572-IN	201-45140-42600	SUPPLIES & MA ORING	206447	30.15	
	PROJ: J02-SM-PLUMB	INDOOR AQUATIC CTR	SUPPLIES/MATERIALS-PLUMBING			
01-01193	KROHMER PLUMBING INC					
	I-88432	201-45140-42500	REPAIR & MAIN NEW BEARING FOR POOL PUMP	206438	1,177.80	
	PROJ: J02-RM-PLUMB	INDOOR AQUATIC CTR	REPAIR/MAINT-PLUMBING			
01-01457	MIDWEST FIRE & SAFETY					
	I-30009180	201-45140-42500	REPAIR & MAIN FIRE EXTINGUISHER SERVICE	206456	115.00	
	PROJ: J06-RM-BLDG	REC CTR-GENERAL BLDG	REPAIR/MAINT-BUILDING			
01-01497	GRAINGER					
	I-9462967127	201-45140-42600	SUPPLIES & MA BATTERY	206421	34.11	
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
	I-9465154772	201-45140-42600	SUPPLIES & MA HANDLE MOEN	206421	45.04	
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-PLUMBING			
	I-9469119631	201-45140-42600	SUPPLIES & MA PLEATED AIR FILTERS	206421	423.00	
	PROJ: J06-SM-HVAC	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-HVAC			
01-01830	NORTHWESTERN ENERGY					
	I-2580493-1.03.25	201-45140-42800	UTILITIES 1300 N MAIN	206475	3,577.14	
	PROJ: J09-ELE/GAS	REC CTR UTILITIES	UTILITIES-ELECTRIC/GAS			
	I-2773861-6.04.25	201-45140-42800	UTILITIES 1300 N MAIN ST UNIT 15	206475	3,594.75	
	PROJ: J09-ELE/GAS	REC CTR UTILITIES	UTILITIES-ELECTRIC/GAS			
	I-3510842-2.04.25	201-45140-42800	UTILITIES 1300 N MAIN BLDG AQUATICS	206475	4,755.27	
	PROJ: J02-ELE/GAS	INDOOR AQUATIC CTR	UTILITIES-ELECTRIC/GAS			
01-02567	S & M PRINTING INC					
	I-84174	201-45140-42600	SUPPLIES & MA MAY COLLECTIVE FLYERS	206493	36.50	
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
01-02602	PUBLIC HEALTH LABORATOR					
	I-10620465	201-45140-42602	CHEMICALS LABS	206485	102.00	
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR	CHEMICALS			
01-02679	MENARD'S INC					
	I-85394	201-45140-42600	SUPPLIES & MA DOOR STOPS,SPRING LIDS,BULBS	206450	43.30	
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
01-02790	SUN GOLD SPORTS LLC					
	I-32005	201-45140-42650	UNIFORMS FOSNESS LOGOD SHIRTS	206518	120.00	
	PROJ: J10-ADAM	REC CTR UNIFORMS	UNIFORMS-ADAM			
01-02880	THUNE TRUE VALUE & APPL					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02880	THUNE TRUE VALUE & APPL	continued				
		I-A592230	201-45140-42600	SUPPLIES & MA QUICK CLAMP,CLEARWELD	206522	38.98
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
		I-D30441	201-45140-42500	REPAIR & MAIN GE DRYER	206522	362.50
	PROJ: J06-RM-EQUIP		REC CTR-GENERAL BLDG	REPAIR/MAINT-EQUIPMENT		
		I-D30441	201-45140-42600	SUPPLIES & MA GE DRYER	206522	362.49
	PROJ: J06-SM-EQUIP		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-EQUIPMENT		
01-03267	WALMART/CAPITAL ONE					
		I-8775.04012025	201-45140-42601	CONCESSION SU BUBBLRS,SPEAKER	206529	74.70
	PROJ: J05-CONC SUP		REC CTR CONCESSIONS	CONCESSION SUPPLY		
01-03332	ASSOCIATED SUPPLY COMPA					
		I-A106139	201-45140-42600	SUPPLIES & MA FREIGHT FOR PUMP	206356	174.00
	PROJ: J02-SM-EQUIP		INDOOR AQUATIC CTR	SUPPLIES/MATERIAL-EQUIPMENT		
01-04950	MIDCONTINENT COMMUNICAT					
		I-BIL-555763	201-45140-42300	PUBLISHING ADVERTISING	206454	565.00
	PROJ: J08-MIDCO		REC CTR PUBLISHING	PUBLISHING-MIDCO		
		I-BIL-555923	201-45140-42300	PUBLISHING ADVERTISING	206454	1,242.00
	PROJ: J08-MIDCO		REC CTR PUBLISHING	PUBLISHING-MIDCO		
		I-BIL-556719	201-45140-42300	PUBLISHING ADVERTISING	206454	1,650.00
	PROJ: J08-MIDCO		REC CTR PUBLISHING	PUBLISHING-MIDCO		
01-06750	MITCHELL TELECOM					
		I-11092146	201-45140-42800	UTILITIES ACCT #00037690-1	206469	118.90
	PROJ: J09-TV		REC CTR UTILITIES	UTILITIES-TV		
01-07414	CINDY GERLACH					
		I-2	201-45140-42600	SUPPLIES & MA FOOD PANTRY HOURS	206420	450.00
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12503110521	201-45140-42300	PUBLISHING ADVERTISING	206494	720.00
	PROJ: J08-KMIT		REC CTR PUBLISHING	PUBLISHING-KMIT		
01-09126	IDENTISYS INC					
		I-711750	201-45140-42600	SUPPLIES & MA COMPATIBLE KEYTAG	206430	766.08
	PROJ: J06-SM-OFFIC		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-OFFICE		
01-09143	ICAN INC					
		I-124327	201-45140-42300	PUBLISHING ADVERTISING	206429	750.00
	PROJ: J08-ICAN		REC CTR PUBLISHING	PUBLISHING-ICAN		
01-09288	ADAM SCHULZ					
		I-04022025	201-45140-42600	SUPPLIES & MA DOH ACTIVITY LOGGING APPLICATN	206501	3,000.00
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
01-09494	SANFORD HEALTH MITCHELL					

PACKET : 07300 07301 07302
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09494	SANFORD HEALTH MITCHELL	continued				
		I-131	201-45140-42600	SUPPLIES & MA APRIL COMMUNITY EVENT	206495	80.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-09633	STAPLES					
		I-6028467404	201-45140-42600	SUPPLIES & MA GLOVES,DISINFECTANT WIPES	206513	90.60
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6028563526	201-45140-42600	SUPPLIES & MA TOWELS,LINERS,WIPES,CLEANERS	206513	409.20
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6029003834	201-45140-42600	SUPPLIES & MA COPYPLUS	206513	315.06
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-6029003835	201-45140-42600	SUPPLIES & MA LAUNDRY DETERGENT	206513	87.24
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-11TF-FHYD-NMPJ	201-45140-42600	SUPPLIES & MA LOOP BANDS,NUTELLA,AIRHEADS	206351	41.79
	PROJ: J03-SM-EQUIP	REC CTR-WELLNESS/FITNESS		SUPPLIES/MATERIAL-EQUIPMENT		
		I-11TF-FHYD-NMPJ	201-45140-42601	CONCESSION SU LOOP BANDS,NUTELLA,AIRHEADS	206351	123.42
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
		I-1K6X-XVW4-46VR	201-45140-42600	SUPPLIES & MA PENCIL SHARPENER,PINWHEELS	206351	78.05
	PROJ: J07-SM-OFFIC	REC CTR-PRESCHOOL		SUPPLIES/MATERIAL-OFFICE		
		I-1TCX-WYM3-DRVR	201-45140-42650	UNIFORMS GULLEDGE LOGOD SHIRT	206351	38.07
	PROJ: J10-THOMAS	REC CTR UNIFORMS		UNIFORMS-THOMAS		
				DEPARTMENT 5140 RECREATION CENTER	TOTAL:	25,624.12

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00436	CHS FARMERS ALLIANCE					
		I-IG4182	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	206389	26.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IG4235	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	206389	52.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-00712	NAPA CENTRAL					
		I-812947	201-45160-42600	SUPPLIES & MA OIL DRAIN GASKET,OIL,BRAKE CLN	206473	172.25
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-813232	201-45160-42600	SUPPLIES & MA FLEX FORM COOL HOSE	206473	26.60
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-00841	KROMER COMPANY					
		I-582332	201-45160-42600	SUPPLIES & MA BREAK IN KIT,HYDRAULIC ELEMENT	206439	167.14
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-582333	201-45160-42600	SUPPLIES & MA MACHINE BUSHINGS,COTTER PINS	206439	137.38
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815053805	201-45160-42600	SUPPLIES & MA BATTERIES	206515	132.67
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-815053806	201-45160-42600	SUPPLIES & MA HEGO SENSOR	206515	91.63
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-01404	MITCHELL IRON & SUPPLY					
		I-85293	201-45160-42500	REPAIR & MAIN BALL BEARING	206467	40.30
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01457	MIDWEST FIRE & SAFETY					
		I-30009193	201-45160-42200	PROFESSIONAL FIRE EXTINGUISHER SERVICE	206456	603.00
	PROJ: H06-42200	ARENA-NORTH RINK		PROFESSIONAL SERVICES		
01-01518	VERIZON WIRELESS					
		I-6109711731	201-45160-42800	UTILITIES ACCT #886931646-00001	206526	47.74
01-01830	NORTHWESTERN ENERGY					
		I-2579265-6.03.25	201-45160-42800	UTILITIES 1101 N EDMUNDS PWSP M SHLTR	206475	48.79
	PROJ: H10-42800	MUNROE PARK		UTILITIES		
		I-2585121-3.03.25	201-45160-42800	UTILITIES 313 N HARMON DR	206475	59.85
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2586408-3.03.25	201-45160-42800	UTILITIES TOURNEY HDQT	206475	19.25
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2586410-9.03.25	201-45160-42800	UTILITIES 1301 N MINNESOTA LIFT	206475	33.21
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2718054-6.03.25	201-45160-42800	UTILITIES 5825 TOWER RD	206475	566.43
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2787244-9.03.25	201-45160-42800	UTILITIES D E CONCESSION	206475	35.33
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787247-2.03.25	201-45160-42800	UTILITIES WEST ELEC D E	206475	27.43
	PROJ: H05-42800	SOFTBALL		UTILITIES		

PACKET : 07300 07301 07302

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-2787248-0.03.25	201-45160-42800	UTILITIES WEST ELEC F G	206475	85.15
PROJ: H05-42800	SOFTBALL			UTILITIES		
		I-2787249-8.03.25	201-45160-42800	UTILITIES H I J K SHOP	206475	42.07
PROJ: H05-42800	SOFTBALL			UTILITIES		
		I-2787283-7.03.25	201-45160-42800	UTILITIES SOCCER FIELD	206475	90.04
PROJ: H07-42800	PEPSI COMPLEX			UTILITIES		
		I-2787285-2.03.25	201-45160-42800	UTILITIES CADWELL PARK CONCESSION	206475	12.53
PROJ: H04-42800	BASEBALL			UTILITIES		
		I-2825237-7.03.25	201-45160-42800	UTILITIES 1301 N MINNESOTA	206475	229.84
PROJ: H04-42800	BASEBALL			UTILITIES		
		I-2920373-4.03.25	201-45160-42800	UTILITIES STAD SCOREBOARD 23	206475	180.04
PROJ: H04-42800	BASEBALL			UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S104604384.001	201-45160-42600	SUPPLIES & MA REPAIR KIT, URINAL DIAPHRAM, FLU	206402	274.23
PROJ: H04-42600	BASEBALL			SUPPLIES/MATERIALS		
01-02811	JONES SUPPLIES					
		I-151287	201-45160-42600	SUPPLIES & MA T-PAPER, BLACK LINERS, GLOVES	206437	475.48
PROJ: H06-42600	ARENA-NORTH RINK			SUPPLIES-MATERIALS		
		I-151387	201-45160-42600	SUPPLIES & MA SIMPLE GREEN	206437	87.10
PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT			SUPPLIES/MAINTENANCE		
01-02880	THUNE TRUE VALUE & APPL					
		I-A591815	201-45160-42600	SUPPLIES & MA COUPLER	206522	4.79
PROJ: H07-42600	PEPSI COMPLEX			SUPPLIES/MATERIALS		
01-08245	XTREME FIRE PROTECTION					
		I-8509	201-45160-42200	PROFESSIONAL ANNUAL FIRE SPRINKLER INSPECTN	206531	350.00
PROJ: H06-42200	ARENA-NORTH RINK			PROFESSIONAL SERVICES		
01-09703	AMAZON CAPITAL SERVICES					
		I-1LF6-YNXV-3VP4	201-45160-42600	SUPPLIES & MA LOCK NET CLIPS	206351	106.68
PROJ: H07-42600	PEPSI COMPLEX			SUPPLIES/MATERIALS		
01-10154	SCHOENFELDER PORTABLES					
		I-4380	201-45160-42600	SUPPLIES & MA TIOLET RENTALS	206499	330.00
PROJ: H04-42600	BASEBALL			SUPPLIES/MATERIALS		
				DEPARTMENT 5160 SPORTS COMPLEXES	TOTAL:	4,554.95

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00449	AJY LLC dba CENTENNIAL					
		I-1458	201-45210-42600	SUPPLIES & MA CAMP ARROYA TILE	206349	282.97
	PROJ: H66-42600	CAMP ARROYA		SUPPLIES/MATERIALS		
01-00532	A-OX WELDING SUPPLY CO					
		I-0000322860	201-45210-42600	SUPPLIES & MA CO2 CYLINDER FILL	206347	93.77
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815053895	201-45210-42500	REPAIR & MAIN LAWN/GARDEN APPLICATOR	206515	48.84
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815053942	201-45210-42500	REPAIR & MAIN HOOD HOLD-DOWN LATCH	206515	79.92
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01457	MIDWEST FIRE & SAFETY					
		I-30009192	201-45210-42600	SUPPLIES & MA FIRE EXTINGUISHER SERVICE	206456	275.00
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01518	VERIZON WIRELESS					
		I-6109711731	201-45210-42800	UTILITIES ACCT #886931646-00001	206526	42.74
01-01830	NORTHWESTERN ENERGY					
		I-2573053-2.04.25	201-45210-42800	UTILITIES 421 S FOSTER ST SHOP	206475	407.60
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2573054-0.04.25	201-45210-42800	UTILITIES 401 S FOSTER TNCT	206475	12.00
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573055-7.04.25	201-45210-42800	UTILITIES 1001 E BIRCH AVE SW PWSP SHLTR	206475	12.00
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573056-5.04.25	201-45210-42600	SUPPLIES & MA 1001 E BIRCH AVE PWSP CONC 5	206475	9.79
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-2573203-3.04.25	201-45210-42800	UTILITIES 1001 E HANSON AVE UNIT 91013	206475	24.70
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2580826-2.03.25	201-45210-42800	UTILITIES 800 E 11TH AVE	206475	9.89
	PROJ: H60-42800	NORTH RIDGE PARK		UTILITIES		
		I-2581610-9.03.25	201-45210-42800	UTILITIES PUBLIC BEACH	206475	48.04
	PROJ: H74-42800	PUBLIC BEACH		UTILITIES		
		I-2581644-8.04.25	201-45210-42600	SUPPLIES & MA KIWANIS WOODLOT	206475	39.16
	PROJ: H71-42600	KIWANIS WOODLOT		SUPPLIES/MATERIALS		
		I-2581648-9.03.25	201-45210-42800	UTILITIES ACCESS LOT LITE	206475	9.89
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2581649-7.03.25	201-45210-42800	UTILITIES DAY CAMP	206475	50.85
	PROJ: H67-42800	DAY CAMP		UTILITIES		
		I-2583204-9.03.25	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK JENNEWEI	206475	16.64
	PROJ: H58-42800	JENNEWEIN PARK		UTILITIES		
		I-2584325-1.03.25	201-45210-42800	UTILITIES 1300 S ROWLEY ST PARK PIONEER	206475	13.42
	PROJ: H61-42800	PIONEER PARK		UTILITIES		
		I-2584526-4.03.25	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	206475	12.00
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-2707036-6.04.25	201-45210-42800	UTILITIES W TENNIS COURT 11	206475	12.17
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		

PACKET : 07300 07301 07302

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-2787841-2.04.25	201-45210-42800	UTILITIES 421 S FOSTER SHOP	206475	266.84
PROJ: H51-42800	PARK SHOP			UTILITIES		
		I-2787842-0.04.25	201-45210-42800	UTILITIES 1001 E BIRCH AVE LT SB	206475	19.07
PROJ: H56-42800	HITCHCOCK PARK			UTILITIES		
		I-2810876-9.04.25	201-45210-42800	UTILITIES 1001 E HANSON AVE PWSP SHLTR	206475	15.71
PROJ: H56-42800	HITCHCOCK PARK			UTILITIES		
		I-2973566-9.03.25	201-45210-42800	UTILITIES 621 N MAIN ST	206475	15.01
PROJ: H62-42800	ROTARY PARK			UTILITIES		
		I-3045799-8.03.25	201-45210-42800	UTILITIES 311 1/2 N HARMON	206475	92.34
PROJ: H66-42800	CAMP ARROYA			UTILITIES		
		I-3328555-2.03.25	201-45210-42800	UTILITIES 425 S BURR	206475	66.26
PROJ: H55-42800	DRY RUN CREEK PARK			UTILITIES		
		I-3449572-1.03.25	201-45210-42850	UTILITIES-VET 101 N MAIN ST	206475	64.18
PROJ: H63-42850	VETERANS PARK			UTILITIES/VETERANS PARK		
		I-3600484-4.03.25	201-45210-42800	UTILITIES 745 N HARMON SR RSTA	206475	22.25
PROJ: H76-42800	SANDY BEACH			UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S104600412.001	201-45210-42600	SUPPLIES & MA CLEANOUT	206402	29.95
PROJ: H87-42600	PATTON YOUNG			SUPPLIES-MAINTENANCE		
		I-S104600434.001	201-45210-42600	SUPPLIES & MA TRIMBROOK URINAL	206402	257.82
PROJ: H56-42600	HITCHCOCK PARK			SUPPLIES/MATERIALS		
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-5591-6	201-45210-42600	SUPPLIES & MA PAINT	206507	73.45
PROJ: H87-42600	PATTON YOUNG			SUPPLIES-MAINTENANCE		
01-02679	MENARD'S INC					
		I-84805	201-45210-42600	SUPPLIES & MA GREEN TREATED WOOD	206450	30.67
PROJ: H78-42600	WEST END BOAT LAUNCH			SUPPLIES/MATERIALS		
		I-84858	201-45210-42600	SUPPLIES & MA GREEN TREATED WOOD	206450	15.05
PROJ: H78-42600	WEST END BOAT LAUNCH			SUPPLIES/MATERIALS		
		I-84872	201-45210-42600	SUPPLIES & MA GREEN TREATED WOOD	206450	30.10
PROJ: H78-42600	WEST END BOAT LAUNCH			SUPPLIES/MATERIALS		
		I-85326	201-45210-42600	SUPPLIES & MA OSB,COPPER CAPS	206450	128.42
PROJ: H66-42600	CAMP ARROYA			SUPPLIES/MATERIALS		
		I-85333A	201-45210-42600	SUPPLIES & MA DRILL BITS,ADHESIVE,WEDGE ANCH	206450	51.88
PROJ: H56-42600	HITCHCOCK PARK			SUPPLIES/MATERIALS		
		I-85409	201-45210-42600	SUPPLIES & MA MOP WITH HANDLE,WAX BOWL	206450	18.48
PROJ: H87-42600	PATTON YOUNG			SUPPLIES-MAINTENANCE		
01-06297	GEMPLER'S					
		I-INV0004608164	201-45210-42600	SUPPLIES & MA FOLDING PICKUP TOOL,BANDAGES	206418	168.14
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-10962838	201-45210-43400	CAPITAL EQUIP 2025 JOHN DEERE MOWER	206380	67,753.65
PROJ: H50-43400	PARKS EQUIPMENT			CAPITAL EQUIPMENT		

PACKET : 07300 07301 07302

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
01-08130	C & B OPERATIONS LLC	continued				
		I-13154986	201-45210-42500	REPAIR & MAIN WATER PUMP,PART	206381	399.93
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-13154996	201-45210-42500	REPAIR & MAIN COOL GRAD PRE-MIX,QT JD	206382	30.45
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-09703	AMAZON CAPITAL SERVICES					
		I-1KKD-DRMN-7JXF	201-45210-42600	SUPPLIES & MA TREE BAGS	206351	251.69
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-09863	SO DAK SEAMLESS					
		I-2833	201-45210-42600	SUPPLIES & MA SPORTSMAN, DAY CAMP GUTTERS	206510	3,387.21
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
01-10154	SCHOENFELDER PORTABLES					
		I-4380	201-45210-42600	SUPPLIES & MA TIOLET RENTALS	206499	260.00
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
01-10554	MIDWEST OIL COMPANY					
		I-1034099	201-45210-42610	GAS & FUEL VP SYN SAE DEXOS DRUM	206457	793.71
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
				DEPARTMENT 5210 PARKS	TOTAL:	75,743.65

PACKET : 07300 07301 07302

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-6109711731	201-45220-42800	UTILITIES ACCT #886931646-00001	206526	47.74
01-06750	MITCHELL TELECOM					
		I-11087775	201-45220-42800	UTILITIES ACCT #00223662-2	206469	1.06
				DEPARTMENT 5220 SUPERVISION	TOTAL:	48.80
				FUND 201 PARK FUND	TOTAL:	106,571.34

PACKET : 07300 07301 07302

VENDOR SET: Mult

FUND : 203 LAKE MITCHELL

DEPARTMENT: 5220 LAKE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02007	MILLBORN SEEDS INC					
		I-INV0213853	203-45220-43310	WATERSHED IMP CONSERVATION MIX	206462	11,693.16
01-10161	SHIVE-HATTERY, INC					
		I-2023-3 P.E. #9	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #9	206508	1,503.50
DEPARTMENT 5220 LAKE					TOTAL:	13,196.66

FUND 203 LAKE MITCHELL					TOTAL:	13,196.66

PACKET : 07300 07301 07302

VENDOR SET: Mult

FUND : 209 BUSINESS IMPROV DIST #4

DEPARTMENT: 6530 BUSINESS IMPROV #4

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02386	MITCHELL MAIN STREET AN	I-4027	209-46530-42920	SPORTS AUTHOR MEMORIAL WEEKEND IN MITCHELL	206468	1,500.00
01-05450	15TH ROUND BOXING	I-4030	209-46530-42920	SPORTS AUTHOR LIVE AMATEUR BOXING 04.2025	206344	1,500.00
01-08932	MITCHELL AREA COMMUNITY	I-4028	209-46530-42920	SPORTS AUTHOR MACT JUNE 7TH EVENT	206463	1,500.00
01-10334	301 RODZ	I-4031	209-46530-42920	SPORTS AUTHOR 301 RODZ&RIDEZ CAR SHOW 09.25	206345	1,000.00
DEPARTMENT 6530 BUSINESS IMPROV #4					TOTAL:	5,500.00
FUND 209 BUSINESS IMPROV DIST #4					TOTAL:	5,500.00

PACKET : 07300 07301 07302

VENDOR SET: Mult

FUND : 211 ENTERTAINMENT TAX

DEPARTMENT: 6311 ENTERTAINMENT TAX

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01396	MITCHELL CONVENTION & V					
		I-04012025	211-46311-42960	CONV VISITORS APR 2025 ENTRNMENT TAX DISTRBT	206466	21,875.00
				DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL:	21,875.00

				FUND 211 ENTERTAINMENT TAX	TOTAL:	21,875.00

PACKET : 07300 07301 07302

VENDOR SET: Mult

FUND : 214 E-911 EMERGENCY

DEPARTMENT: 3500 E-911

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04308	SANTEL COMMUNICATIONS C					
		I-11115918	214-43500-42800	UTILITIES - T ACCT #00212623-2	206497	30.00
01-06750	MITCHELL TELECOM					
		I-11087775	214-43500-42800	UTILITIES - T ACCT #00223662-2	206469	10.90
		I-11089234	214-43500-42800	UTILITIES - T ACCT #00024899-5	206469	82.93
01-07330	SD DEPT OF PUBLIC SAFET					
		I-N1452701SR	214-43500-42910	SERVICE CONTR TELETYPE 6 MONTH SERVICE	206503	871.07
01-08252	CORPORATE TRANSLATION S					
		I-298041	214-43500-42200	PROFESSIONAL MAR 2025 TRANSLATION SERVICES	206441	15.90
DEPARTMENT 3500 E-911					TOTAL:	1,010.80

FUND 214 E-911 EMERGENCY					TOTAL:	1,010.80

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00145	AMERICAN GARAGE DOOR CO					
	I-M43790	218-45150-42511	GARAGE REPAIR S GARGAGE DOOR CABLES,BEARINGS	206352	450.00	
	PROJ: E01-GAMAJNT	5311-FY18/19	Garage Maintenance			
01-01199	STURDEVANTS AUTO VALUE					
	I-815053802	218-45150-42500	REPAIR AND MA OIL FILTERS,BATTERIES,BRAKELIN	206515	443.48	
	PROJ: E01-MAINT	5311-FY18/19	Maintenance/Repairs			
	I-815054219	218-45150-42500	REPAIR AND MA OIL FILTERS	206515	11.46	
	PROJ: E01-MAINT	5311-FY18/19	Maintenance/Repairs			
01-01322	LARRY'S I-90 SERVICE IN					
	I-106592	218-45150-42610	GAS OIL TIRES TRANSFORCE TIRES,BALANCING	206442	318.92	
	PROJ: E01-TIR	5311-FY18/19	Tires			
01-01830	NORTHWESTERN ENERGY					
	I-2782802-9.04.25	218-45150-42810	UTILITIES-GAR 1321 W 8TH	206475	829.61	
	PROJ: E01-GAUT	5311-FY18/19	Garage Utilities			
01-06750	MITCHELL TELECOM					
	I-11087775	218-45150-42800	UTILITIES ACCT #00223662-2	206469	2.09	
	PROJ: E01-OFFUT	5311-FY18/19	Office Utilities			
01-09349	HOWES OIL CO					
	I-355418	218-45150-42610	GAS OIL TIRES ON ROAD FUEL #2	206427	737.47	
01-09703	AMAZON CAPITAL SERVICES					
	I-1GRR-C6JT-4DXP	218-45150-42600	SUPPLIES & MA PENS,LEGAL LAMINATING SHEETS	206351	22.47	
	PROJ: E01-OFFSUP	5311-FY18/19	Office Supplies			
	I-1VJK-XNCT-YCR9	218-45150-42600	SUPPLIES & MA LABELS,LAMINATE POUCH,HOLE REN	206351	19.63	
	PROJ: E01-OFFSUP	5311-FY18/19	Office Supplies			
DEPARTMENT 5150 PALACE TRANSIT					TOTAL:	2,835.13

PACKET : 07300 07301 07302

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
01-00424	RUNNINGS SUPPLY INC					
		I-2035793	218-45180-42500	REPAIR & MAIN BULK BIN PRODUCTS	206492	8.38
01-01830	NORTHWESTERN ENERGY					
		I-3358242-0.04.25	218-45180-42800	UTILITIES 300 W 1ST AVE	206475	1,759.47
01-09703	AMAZON CAPITAL SERVICES					
		I-1GRR-C6JT-4DXP	218-45180-42600	SUPPLIES & MA PENS,LEGAL LAMINATING SHEETS	206351	22.47
		I-1RCK-KXQY-C1DT	218-45180-42650	MINOR EQUIPME PING PONG TABLE	206351	429.95
		I-1VJK-XNCT-YCR9	218-45180-42600	SUPPLIES & MA LABELS,LAMINATE POUCH,HOLE REN	206351	19.63
		I-1X44-M6VR-3CC9	218-45180-42600	SUPPLIES & MA BATTERIES	206351	24.99
				DEPARTMENT 5180 JVCC	TOTAL:	2,264.89
				FUND 218 COMMUNITY SERVICES	TOTAL:	5,100.02

PACKET : 07300 07301 07302

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-04022025	219-45140-42911	CONTRACT SERV MAR 2025 SR MEALS-COUNTY FAIR	206397	1,170.40
01-01221	MT VERNON SCHOOL DISTRI					
		I-04042025	219-45140-42911	CONTRACT SERV MAR 2025 SR MEALS-MT VERNON	206470	154.00
01-06232	COBORNS INC					
		I-04012025	219-45140-42911	CONTRACT SERV MAR 2025 SR MEALS-COBORNS	206391	1,120.00
01-06750	MITCHELL TELECOM					
		I-11087775	219-45140-42800	UTILITIES ACCT #00223662-2	206469	0.24
01-09069	BIG DADDY D'S INC					
		I-977	219-45140-42911	CONTRACT SERV SR MEALS 03.31-04.04.2025	206365	2,277.00
		I-978	219-45140-42911	CONTRACT SERV SR MEALS 04.07-11.2025	206365	2,194.20
01-09633	STAPLES					
		I-6028563418	219-45140-42605	MEAL SUPPLIES FROZEN MEAL TO-GO BAGS	206513	81.56
01-09703	AMAZON CAPITAL SERVICES					
		I-1GRR-C6JT-4DXP	219-45140-42600	SUPPLIES & MA PENS,LEGAL LAMINATING SHEETS	206351	22.46
		I-1VJK-XNCT-YCR9	219-45140-42600	SUPPLIES & MA LABELS,LAMINATE POUCH,HOLE REN	206351	19.62
01-10569	THE DUGOUT					
		I-04092025	219-45140-42911	CONTRACT SERV MAR 2025 SR MEALS-TRIPP	206409	3,162.00
DEPARTMENT 5140 NUTRITION					TOTAL:	10,201.48
FUND 219 NUTRITION					TOTAL:	10,201.48

PACKET : 07300 07301 07302

VENDOR SET: Mult

FUND : 230 AIRPORT

DEPARTMENT: 3500 AIRPORT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00281	HELMS AND ASSOCIATES					
		I-AIP '33 P.E. #8	230-43500-43205	HANGAR AIP '33 AIRPORT P.E. #8	206425	3,913.96
		I-AIP '34 P.E. #4	230-43500-43320	AIP-RECONSTRU AIP '34 AIRPORT P.E. #4	206425	12,301.70
01-01518	VERIZON WIRELESS					
		I-6109711731	230-43500-42800	UTILITIES ACCT #886931646-00001	206526	47.74
01-01830	NORTHWESTERN ENERGY					
		I-2585924-0.03.25	230-43500-42800	UTILITIES MITCHELL AIRPORT	206475	179.33
		I-2585926-5.03.25	230-43500-42800	UTILITIES AIRPORT SECURITY GATE	206475	14.29
		I-2585934-9.03.25	230-43500-42800	UTILITIES MITCHELL AIRPORT 5	206475	515.20
		I-2585936-4.03.25	230-43500-42800	UTILITIES 5971 AIRPORT RD BLDG 24	206475	183.37
		I-2585992-7.03.25	230-43500-42800	UTILITIES 6601 N MAIN	206475	752.54
		I-2830030-9.03.25	230-43500-42800	UTILITIES NG RD AND HWY 37 AP SIGN	206475	14.65
01-03100	CENTURY LINK					
		I-333866399.03.25	230-43500-42800	UTILITIES ACCT #333866399	206388	73.12
01-05889	CUKA FENCING LLC					
		I-098286	230-43500-42500	REPAIR & MAIN CROSS BRACING PIPE,200FT FENCE	206398	2,919.61
01-06750	MITCHELL TELECOM					
		I-11088533	230-43500-42800	UTILITIES ACCT #00248999-0	206469	77.95
01-07861	THE LODGE AT DEADWOOD					
		I-68222	230-43500-42700	TRAVEL, CONFE LONDON DEADWOOD-ROOM	206519	226.00
01-08691	QUALITY CUT LAWN & TREE					
		I-2024-22RPE#7-2024	230-43500-42520	SNOW REMOVAL 2024-22R P.E. #7-2024	206487	10,000.00
				DEPARTMENT 3500 AIRPORT	TOTAL:	31,219.46
				FUND 230 AIRPORT	TOTAL:	31,219.46

PACKET : 07300 07301 07302

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-2029984	602-43330-42600	SUPPLIES & MA CHAIN,PLIERS,CABLE STEEL LOOPE	206492	43.08
		I-2036041	602-43330-42600	SUPPLIES & MA SHOP TOWELS,KEY VALVE FAUCET	206492	22.98
01-01020	CENTRAL ELECTRIC COOPER					
		I-14579003.04.25	602-43330-42800	UTILITIES 31008 256TH ST	206387	3,860.67
01-01518	VERIZON WIRELESS					
		I-6109711731	602-43330-42800	UTILITIES ACCT #886931646-00001	206526	95.48
01-02679	MENARD'S INC					
		C-85358	602-43330-42600	SUPPLIES & MA RETURNED BRAYMER	206450	59.99-
		I-85173	602-43330-42600	SUPPLIES & MA ACID BRUSH,WATER SOLUBLE,CAP	206450	13.77
		I-85215	602-43330-42600	SUPPLIES & MA 5-TIER SHELVES,TAPCON	206450	845.79
		I-85237	602-43330-42600	SUPPLIES & MA WEDGE ANCHORS,TIE BAR,BEAMS	206450	452.61
		I-85303	602-43330-42600	SUPPLIES & MA UTLITY KNIFE,MINERAL SPIRITS	206450	15.97
		I-85334	602-43330-42600	SUPPLIES & MA BRAYMER,SPRAYPAINT	206450	92.75
		I-85361	602-43330-42600	SUPPLIES & MA LAUNDRY FAUCET,STRAINER	206450	66.56
01-04692	B-Y WATER DISTRICT					
		I-06771.04.25	602-43330-42850	B-Y WATER CHA MAR 2025 WATER USAGE	206361	55,297.41
01-06750	MITCHELL TELECOM					
		I-11087775	602-43330-42800	UTILITIES ACCT #00223662-2	206469	1.98
01-07598	AQUA-PURE INC					
		I-250303MITSD	602-43330-42620	CHEMICAL SERV SODIUM TRIPOLYPHOSPATE	206354	1,125.00
		I-MITSD040825	602-43330-42620	CHEMICAL SERV TOTE OF AQ 3025	206354	11,505.00
01-09349	HOWES OIL CO					
		I-355418	602-43330-42610	GAS & FUEL OFF ROAD FUEL #2	206427	337.30
01-09439	ADVANCED ENGINEERING AN					
		I-2024-37 P.E. #7	602-43330-42200	CO2 TANK INSP 2024-37 P.E. #7	206348	1,057.00
DEPARTMENT 3330 WATER TREATMENT PLANT					TOTAL:	74,773.36

PACKET : 07300 07301 07302

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
=====						
01-00130	DAVISON COUNTY TREASURE	I-04142025	602-43340-43429	PICKUP 2025 DODGE RAM NEW TITLE,REG	206405	26.70
01-00356	QUALIFIED PRESORT SERVI	I-2279-2005	602-43340-42660	POSTAGE POSTAGE 03.17-31.2025	206486	19.71
01-00428	CARQUEST AUTO PARTS INC	I-4977-332350	602-43340-42600	SUPPLIES & MA AMBER/WHITE STROBE	206385	119.99
01-00469	GEOTEK ENGINEERING & TE	I-2020-20 P.E. #13	602-43340-43355	ABOVE GROUND 2020-20 P.E. #13	206419	750.00
01-00786	SOUTH DAKOTA 811	I-SD25-00506	602-43340-42200	LOCATES MAR 2025 MESSAGE FEES	206511	131.78
01-01050	IVERSON	I-5029767	602-43340-42600	SUPPLIES & MA OIL CHANGE	206435	92.75
01-01239	BUTLER MACHINERY INC	I-04PS0791247	602-43340-42600	SUPPLIES & MA DEO ULS,HYDO ADV	206371	164.85
		I-13PS0086272	602-43340-42600	SUPPLIES & MA BELT,KIT-LINING	206377	133.63
		I-13PS0086306	602-43340-42600	SUPPLIES & MA PINNION SEAL	206378	60.10
01-01830	NORTHWESTERN ENERGY	I-2576810-2.04.25	602-43340-42800	UTILITIES 1224 1/2 W 5TH AVE	206475	348.05
01-02143	HDR ENGINEERING INC	I-2022-22 P.E. #18	602-43340-42225	PROFESSIONAL 2022-22 P.E. #18	206423	4,836.87
01-02470	CORE & MAIN LP	C-W781778	602-43340-42600	SUPPLIES & MA RETURNED COPPER TRACER WIRE	206394	180.00-
		I-W424247	602-43340-42600	SUPPLIES & MA TRACER WIRE,ANODE,LUBE,CABLE	206394	16,808.97
		I-W631641	602-43340-42600	SUPPLIES & MA SS TAP,V OL DI BODY	206394	3,391.69
		I-W722714	602-43340-42600	SUPPLIES & MA CONNECTORS,BRASS REDUCER,PIPE	206394	3,723.23
		I-W770766	602-43340-42600	SUPPLIES & MA SOLID COPPER TRACER WIRE	206394	140.00
01-02537	SHERWIN-WILLIAMS COMPAN	I-5781-3	602-43340-42600	SUPPLIES & MA PAINT	206507	581.40
01-02679	MENARD'S INC	I-85296	602-43340-42600	SUPPLIES & MA SPRAYPAINT,PRIMER,TARPS	206450	34.17
01-02804	TMA STORES	I-108669	602-43340-42500	REPAIR & MAIN FLAT TIRE REPAIR	206523	35.10
01-03678	INTERSTATE OFFICE PRODU	I-01EG2887	602-43340-42600	SUPPLIES & MA JUMBO STENO PAD	206433	48.24
01-06294	BROSZ ENGINEERING INC					

PACKET : 07300 07301 07302

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
01-06294	BROSZ ENGINEERING INC	continued				
		I-2024-2 P.E. #14	602-43340-42225	PROFESSIONAL 2024-2 P.E. #14	206367	975.00
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #55	602-43340-43355	ABOVE GROUND 2020-20 P.E. #55	206431	10,311.69
		I-2020-20 P.E. #56	602-43340-43355	ABOVE GROUND 2020-20 P.E. #56	206431	1,007.00
01-09869	MCLAURY ENGINEERING INC					
		I-2023-21 P.E. #14	602-43340-43338	2ND, 4TH, RAI 2023-21 P.E. #14	206448	2,200.54
				DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL:	45,761.46
				FUND 602 WATER	TOTAL:	120,534.82

PACKET : 07300 07301 07302

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-2279-2005	604-43200-42660	POSTAGE POSTAGE 03.17-31.2025	206486	15.33
		I-618929	604-43200-42660	POSTAGE FLATS POSTAGE 03.17-31.2025	206486	2.29
01-00469	GEOTEK ENGINEERING & TE					
		I-2022-1 P.E. #7A	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #7A	206419	2,838.75
01-00538	DALE'S A-1 TRANSMISSION					
		I-44206	604-43200-42500	REPAIRS TOW CITY TRUCK	206403	125.00
01-00750	FISHER SCIENTIFIC					
		I-0052532	604-43200-42600	SUPPLIES ALK IOD AZIDE-I	206413	79.00
01-01020	CENTRAL ELECTRIC COOPER					
		I-12550001.04.25	604-43200-42800	UTILITIES 41151 256TH ST	206387	12,069.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815054316	604-43200-42600	SUPPLIES OIL FILTER,OIL & AIR FARM	206515	52.65
01-01450	MUTH ELECTRIC INC					
		I-678939	604-43200-42500	REPAIRS TROUBLESHOOT BAD MOTOR	206472	199.39
		I-679359	604-43200-42500	REPAIRS LAGOON NEW MOTOR HOOKED UP	206472	96.94
01-01518	VERIZON WIRELESS					
		I-6109711731	604-43200-42800	UTILITIES ACCT #886931646-00001	206526	47.74
01-01830	NORTHWESTERN ENERGY					
		I-2581292-6.03.25	604-43200-42800	UTILITIES 2141 E HAVENS ST PLNT SWR	206475	13,581.64
01-02143	HDR ENGINEERING INC					
		I-2021-31 P.E. #42	604-43200-43300	NORTH PLANT I 2021-31 P.E. #42	206423	3,060.00
		I-2022-1 P.E. #27	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #27	206423	127,224.50
01-02679	MENARD'S INC					
		I-85659	604-43200-42600	SUPPLIES GRABBER,BLUE TOWELS	206450	51.94
		I-85688	604-43200-42650	UNIFORMS DAUGHTERS PANT	206450	59.98
01-02804	TMA STORES					
		I-108054	604-43200-42600	SUPPLIES FALKEN TIRE, MOUNT & BALANCE	206523	228.54
01-03678	INTERSTATE OFFICE PRODU					
		I-01EG2887	604-43200-42600	SUPPLIES JUMBO STENO PAD	206433	48.24
01-08882	INTERSTATE TIRE & AUTO					
		I-03312025	604-43200-42600	SUPPLIES NEW TIRES AND DISPOSAL	206434	1,020.00
01-09349	HOWES OIL CO					
		I-355418	604-43200-42610	GAS & FUEL ON ROAD FUEL #2	206427	468.30

DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL: 161,269.23

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR	I-4307	604-43250-42600	SUPPLIES COTTER PINS	206410	2.48
01-00130	DAVISON COUNTY TREASURE	I-041425	604-43250-43402	PICKUP 2025 DODGE RAM TITLE,REG	206406	26.70
01-00236	BENDER SEWER & DRAIN LL	I-36750	604-43250-42500	REPAIRS CAMERA 8" LINE W 4TH & N MAIN	206363	1,185.00
01-00786	SOUTH DAKOTA 811	I-SD25-00506	604-43250-42200	PROFESSIONAL MAR 2025 MESSAGE FEES	206511	131.77
01-01020	CENTRAL ELECTRIC COOPER	I-12552001.04.25	604-43250-42800	UTILITIES 2824 S CAPITAL ST	206387	331.00
01-01199	STURDEVANTS AUTO VALUE	I-815054221	604-43250-42600	SUPPLIES LEVER ACTION DISPENSER	206515	41.99
01-01239	BUTLER MACHINERY INC	I-04PS0791246	604-43250-42600	SUPPLIES AXLE&BRAKE OIL	206370	52.62
		I-04PS0791248	604-43250-42600	SUPPLIES CAT ELC-1 GAL	206372	18.59
01-01395	MITCHELL CONCRETE PRODU	I-109978	604-43250-42600	SUPPLIES CONCRETE	206465	656.00
01-01404	MITCHELL IRON & SUPPLY	I-85367	604-43250-42600	SUPPLIES FLAT IRON	206467	47.60
01-01819	NORTHWEST PIPE FITTINGS	I-461390	604-43250-42600	SUPPLIES SEWER/DRAIN REPAIR COUPLINGS	206474	618.02
01-02143	HDR ENGINEERING INC	I-2022-22 P.E. #18	604-43250-42200	PROFESSIONAL 2022-22 P.E. #18	206423	4,836.88
01-02880	THUNE TRUE VALUE & APPL	I-B301798	604-43250-42600	SUPPLIES BIT	206522	0.99
01-06294	BROSZ ENGINEERING INC	I-2024-2 P.E. #14	604-43250-42200	PROFESSIONAL 2024-2 P.E. #14	206367	1,462.50
01-06750	MITCHELL TELECOM	I-11087775	604-43250-42800	UTILITIES ACCT #00223662-2	206469	1.32
01-09349	HOWES OIL CO	I-355418	604-43250-42610	GAS OFF ROAD FUEL #2	206427	365.82
01-09869	MCLAURY ENGINEERING INC	I-2023-21 P.E. #14	604-43250-43343	2ND, 4TH, & R 2023-21 P.E. #14	206448	1,362.24
DEPARTMENT 3250 WASTE WATER COLLECTION					TOTAL:	11,141.52

PACKET : 07300 07301 07302

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
01-00436	CHS FARMERS ALLIANCE					
		I-IZ9963	612-43220-42500	REPAIR & MAIN MOUNT TIRES	206389	240.00
	PROJ: L92-42500	178		REPAIR MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815053804	612-43220-42600	SUPPLIES OIL FILTER	206515	10.19
	PROJ: L95-42600	921		SUPPLIES MATERIALS		
01-02484	DARRINGTON WATER COND					
		I-60160.03.25	612-43220-42500	REPAIR & MAIN WATER COOLER RENTAL	206404	23.00
01-03662	WS CONSTRUCTION MANAGEM					
		I-2021-30 P.E. #9	612-43220-43200	BUILDINGS 2021-30 P.E. #9	206530	180,161.10
				DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	180,434.29

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-2005	612-43230-42660	POSTAGE POSTAGE 03.17-31.2025	206486	15.33
01-01830	NORTHWESTERN ENERGY					
		I-2576522-3.04.25	612-43230-42800	UTILITIES 1404 W 5TH AVE SHED	206475	30.53
01-02418	SANITATION PRODUCTS INC					
		I-92494	612-43230-42500	REPAIRS PIVOT PIN,CYLINDERS,PINS	206496	134.43
	PROJ: L97-42500	173		REPAIR MAINTENANCE		
01-09349	HOWES OIL CO					
		I-355418	612-43230-42610	GAS & OIL ON ROAD FUEL #2	206427	4,477.52
DEPARTMENT 3230 WASTE COLLECTION						TOTAL: 4,657.81

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-2030298	612-43240-42600	SUPPLIES RIVETS,MAGNETIC BASE,ROUNDS	206492	45.94
	PROJ: L2B-42600	186		SUPPLIES MATERIALS		
01-00469	GEOTEK ENGINEERING & TE					
		I-2025-28 P.E. #2	612-43240-42205	MONITOR GROUN 2025-28 P.E. #2	206419	668.75
		I-2025-29 P.E. #2	612-43240-42550	LAB FEES 2025-29 P.E. #2	206419	958.75
01-01020	CENTRAL ELECTRIC COOPER					
		I-13061001.04.25	612-43240-42800	UTILITIES 257TH,412TH & 257TH	206387	950.43
01-01199	STURDEVANTS AUTO VALUE					
		I-815054216	612-43240-42600	SUPPLIES FLOOR ABSORBENT,TAPE,OIL,FLTRS	206515	37.64
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-01239	BUTLER MACHINERY INC					
		I-04PS0790119	612-43240-42600	SUPPLIES PLUG AS-CONN	206369	7.64
	PROJ: L8A-42600	181		SUPPLIES MATERIALS		
		I-13PS0085951	612-43240-42500	REPAIR AND MA SENSOR,BELT	206373	123.25
	PROJ: L8A-42500	181		REPAIR MAINTENANCE		
		I-2025-2 PE#1-FINAL	612-43240-43406	SCRAPER 2025-2 P.E. #1-FINAL	206379	1,207,730.00
01-02017	DAVISON RURAL WATER SYS					
		I-5095.04.25	612-43240-42800	UTILITIES MAR 2025 WATER USAGE	206407	113.55
01-02484	DARRINGTON WATER COND					
		I-49197.03.25	612-43240-42500	REPAIR AND MA WATER COOLER RENTAL	206404	31.00
01-02679	MENARD'S INC					
		I-85501	612-43240-42600	SUPPLIES CONTRACT FLAP,GARBAGE BAGS	206450	72.07
01-04046	CAROLINA SOFTWARE, INC.					
		I-94069	612-43240-42540	REPAIRS/MAINT WASTEWORKS SOFTWARE SUPPORT	206384	500.00
01-09349	HOWES OIL CO					
		I-355418	612-43240-42610	GAS & OIL OFF ROAD FUEL #2	206427	3,142.58
		I-355418	612-43240-42610	GAS & OIL ON ROAD FUEL #2	206427	1,977.25
01-10414	MIDWAY SERVICE dba VOLL					
		I-78936	612-43240-42600	SUPPLIES LANDFILL DIESEL EXHAUST FLUID	206455	552.09
DEPARTMENT 3240 LANDFILL					TOTAL:	1,216,910.94

FUND 612 SANITATION					TOTAL:	1,402,003.04

01/16/2025 5:06 PM
 PACKET : 07300 07301 07302
 VENDOR SET: Mult
 FUND : 613 CORN PALACE
 DEPARTMENT: 5650 CORN PALACE
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 51

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00532	A-OX WELDING SUPPLY CO					
		I-0001427341	613-45650-42610	COST OF GOODS CARBON DIOXIDE CYLINDERS	206347	136.56
01-01457	MIDWEST FIRE & SAFETY					
		I-30009189	613-45650-42500	REPAIRS & MAI FIRE EXTINGUISHER SERVICE	206456	200.00
01-01590	MCLEOD'S PRINTING					
		I-83102	613-45650-42600	SUPPLIES & MA TSHIRT BAGS	206449	2,079.90
01-01830	NORTHWESTERN ENERGY					
		I-2587291-2.04.25	613-45650-42800	UTILITIES 600 N MAIN ST	206475	1,379.26
		I-3219913-5.03.25	613-45650-42850	CP PLAZA UTIL 617 N MAIN	206475	12.00
		I-3458684-2.03.25	613-45650-42850	CP PLAZA UTIL 6TH AVE PARK	206475	76.36
01-02811	JONES SUPPLIES					
		I-151267	613-45650-42600	SUPPLIES & MA BLACK LINERS,FOAMING HAND SOAP	206437	114.21
01-03700	CORE-MARK US LLC					
		I-2060237	613-45650-42610	COST OF GOODS CORNNUTS,SEEDS,MARGARINE	206395	1,127.12
		I-2060238-72	613-45650-42610	COST OF GOODS M&M'S	206395	255.20
		I-2060239-700	613-45650-42610	COST OF GOODS NERDS,TWIST TIES,M&M'S	206395	177.57
		I-2065976	613-45650-42610	COST OF GOODS GUMMY WORMS,HOT TAMALES	206395	60.52
01-04537	PORTER DISTRIBUTING CO					
		I-241270	613-45650-42615	COGS-ALCOHOL LITE BEER,TWISTED TEA	206484	223.20
01-06750	MITCHELL TELECOM					
		I-11087775	613-45650-42800	UTILITIES ACCT #00223662-2	206469	0.25
01-09247	JOHNSON BROS OF SOUTH D					
		I-1415560	613-45650-42615	COGS-ALCOHOL CROWN ROYALS,DON JULIO,TANQURA	206436	1,258.34
01-09495	SCHUMACHER ELEVATOR COM					
		I-90645439	613-45650-42500	REPAIRS & MAI QUARTERLY MAINTENANCE	206502	382.50
01-10425	ETIX INC					
		I-CP033125	613-45650-42900	TICKETING FEE TICKETING FEES	206412	103.80
DEPARTMENT 5650 CORN PALACE						TOTAL: 7,586.79

FUND 613 CORN PALACE						TOTAL: 7,586.79

PACKET : 07300 07301 07302

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
01-00712	NAPA CENTRAL					
		I-813045	614-45250-42600	SUPPLIES & MA OIL FILTER	206473	5.06
01-01355	MIDWEST TURF & IRRIGATI					
		I-3922981-00	614-45250-43400	MACHINERY & E REELMASTER 3575D	206458	136,902.00
		I-3946733-00	614-45250-43400	MACHINERY & E GROUNDMASTER 4000-D T4	206459	78,294.00
		I-3946976-00	614-45250-43400	MACHINERY & E VENTRAC 4520N,DECK,WHEEL KIT	206460	44,700.00
01-01518	VERIZON WIRELESS					
		I-6109711731	614-45250-42800	UTILITIES ACCT #886931646-00001	206526	42.74
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670214661	614-45250-42800	UTILITIES ACCT #026306702	206453	95.39
01-02880	THUNE TRUE VALUE & APPL					
		I-A592418	614-45250-42600	SUPPLIES & MA BALL VALVE	206522	30.99
		I-B302123	614-45250-42600	SUPPLIES & MA FAUCET CARTRIDGE	206522	25.99
01-03588	ZIMCO SUPPLY CO					
		I-203289	614-45250-42604	TREES & SOD LAKE VIEW SPECIAL MIX	206532	875.00
01-09058	SITEONE LANDSCAPE SUPPL					
		I-148038450-001	614-45250-42602	CHEMICALS VIVAX HYDRATION,SUCCESS KIT	206509	6,489.13
		I-150706784-001	614-45250-42602	CHEMICALS HERBICIDES,FUNGICIDES,CHEMICAL	206509	6,722.46
		I-150706784-002	614-45250-42602	CHEMICALS BALLWASHER,FERTILIZER	206509	687.00
		I-150706784-003	614-45250-42600	SUPPLIES & MA BALLWASHER,RAKES,BUNKER HEAD	206509	1,255.87
DEPARTMENT 5250 GOLF COURSE					TOTAL:	276,125.63
FUND 614 GOLF COURSE					TOTAL:	276,125.63

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01802	L.L. JIRSA ARCHITECT					
		I-2023-33 P.E. #3	619-45220-43200	BUILDINGS 2023-33 P.E. #3	206440	12,247.00
01-01830	NORTHWESTERN ENERGY					
		I-3394102-2.03.25	619-45220-42800	UTILITIES 2601 N MAIN ST	206475	541.61
		I-3988458-0.03.25	619-45220-42800	UTILITIES 2601 N MAIN ST SHWR	206475	12.00
01-03488	FLOWBIRD AMERICA INC					
		I-AI001261	619-45220-42620	COMPUTER SOFT ALARM MONITORING	206415	69.00
01-06750	MITCHELL TELECOM					
		I-11091108	619-45220-42800	UTILITIES ACCT #00028238-4	206469	77.95
01-09665	CITY OF MITCHELL					
		I-04012025	619-45220-42935	BID TAX MAR 2025 HOTEL TAX	206390	6.00
					TOTAL:	12,953.56

					TOTAL:	12,953.56
					TOTAL:	12,953.56

PACKET : 07300 07301 07302

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04812	AVERA HEALTH PLANS, INC					
		I-03042025	621-369	REFUNDS & REI T BARBER AMBULANCE REFUND	206357	982.50
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 982.50

PACKET : 07300 07301 07302

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: 4600 EMS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-815053801	621-44600-42500	REPAIRS & MAI FILTER	206515	5.73
		I-815054217	621-44600-42500	REPAIRS & MAI FILTERS	206515	11.46
01-01518	VERIZON WIRELESS					
		I-6109711731	621-44600-42800	UTILITIES ACCT #886931646-00001	206526	102.32
		I-6110353099	621-44600-42800	UTILITIES ACCT #786752327-00001	206526	40.04
		I-6110353100	621-44600-42800	UTILITIES ACCT #786752327-00002	206526	120.06
01-02700	HENRY SCHEIN INC					
		I-39174757	621-44600-42600	SUPPLIES BERMAN AIRWAY	206426	5.30
01-03478	AVERA QUEEN OF PEACE					
		I-CINV-003896	621-44600-42600	SUPPLIES AMBULANCE MEDICATION	206360	237.70
01-08978	BUHL'S DRYCLEANERS & LI					
		I-97200	621-44600-42500	REPAIRS & MAI LAUNDRY SERVICE	206368	50.00
01-09349	HOWES OIL CO					
		I-355418	621-44600-42610	GAS & OIL ON ROAD FUEL #2	206427	43.33
01-09962	QUICK MED CLAIMS					
		I-INV41577	621-44600-42250	CONTRACT-QMC MAR 2025 MONTHLY CONTRACT	206488	5,337.31
			DEPARTMENT 4600 EMS		TOTAL:	5,953.25
			FUND	621 EMERGENCY MEDICAL SERVICE	TOTAL:	6,935.75
					REPORT GRAND TOTAL:	2,863,764.34

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
				BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
2025-2026	101-41110-42300	LEGAL PUBLICATIONS	169.76	13,000	10,081.90				
	101-41220-42800	UTILITIES-TELEPHONE	1.49	250	200.97				
	101-41230-42800	UTILITIES-TELEPHONE	0.05	230	184.95				
	101-41410-42610	WEST GROUP LAW DATABASE	824.82	15,000	12,525.54				
	101-41410-42810	UTILITIES-TELEPHONE	1.07	100	97.76				
	101-41420-42600	SUPPLIES & MATERIALS	79.60	6,120	5,082.32				
	101-41420-42620	CHECKS, RCPTS, FORMS	175.90	2,140	758.30				
	101-41420-42800	UTILITIES - TELEPHONE	3.40	260	202.59				
	101-41440-42210	PROFESSIONAL SERVICES	308.00	12,338	11,565.00				
	101-41440-42230	EMPLOYEE ASSISTANCE & TRAI	2,487.84	12,100	7,191.82				
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	1,594.60	45,851	34,315.90				
	101-41440-42800	UTILITIES	1.52	250	199.25				
	101-41440-42950	EMPLOYEE BANQUET	2,983.75	0	6,203.21-	Y			
	101-41460-42120	WORKMEN'S COMPENSATION	30,700.00	78,000	11,591.00				
	101-41920-42520	REPAIR-CITY HALL	108.00	4,500	4,124.64				
	101-41920-42620	SUPPLIES-CITY HALL	239.96	1,000	432.45				
	101-41920-42811	UTILITIES-CITY HALL	1,919.09	19,000	15,104.40				
	101-41935-42250	MANAGED PRINT SERVICES	4,251.20	59,000	45,618.67				
	101-41935-42615	POSTAGE	318.14	7,500	5,861.43				
	101-41935-42640	COPY MACHINE SUPPLIES	218.10	2,700	2,045.70				
	101-41935-42850	UTILITIES/TELEPHONE	2,508.02	16,690	6,642.55				
	101-42110-42200	PROFESSIONAL SERVICES	308.92	9,800	6,628.99				
	101-42110-42500	REPAIR & MAINTENANCE	562.61	11,970	7,490.42				
	101-42110-42600	SUPPLIES	7,537.23	31,019	14,960.04				
	101-42110-42610	GAS OIL TIRES	1,301.13	65,000	52,073.17				
	101-42110-42640	UNIFORM ALLOWANCE	583.00	7,000	3,244.50				
	101-42110-42700	TRAVEL, CONF & DUES	640.00	12,500	9,170.00				
	101-42110-42800	TELEPHONE	100.15	14,500	10,885.70				
	101-42110-42810	UTILITIES	326.18	7,150	4,140.60				
	101-42110-42910	TELETYPE	1,236.93	2,550	1,313.07				
	101-42110-43400	MACHINERY AND EQUIPMENT	9,579.00	201,604	192,025.00				
	101-42130-42520	EMERGENCY SIREN UTILITIES	26.85	2,900	2,079.43				
	101-42130-42535	LIGHT MAINTENANCE	3,452.63	27,000	22,479.97				
	101-42130-42540	SIGNS	12.22	16,000	14,825.68				
	101-42130-42545	PAINT	60.54	21,000	7,473.10				
	101-42130-42560	SIREN REPAIR	18.99	2,500	1,614.01				
	101-42130-42610	GAS, OIL, TIRES	66.33	5,000	3,325.59				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	987.78	38,000	26,994.45				
	101-42130-42820	TELEPHONE	135.49	1,200	793.53				
	101-42130-42835	UTILITIES-STREET LIGHTS	22,681.60	305,000	232,720.61				
	101-42130-43410	BATTERY BACKUP	1,056.00	10,000	1,089.00				
	101-42200-42550	REPAIR-SELF-CONT BREATH AP	4,148.29	4,350	201.71				
	101-42200-42600	SUPPLIES	4,190.02	24,950	17,839.82				
	101-42200-42610	GAS & OIL	614.54	11,150	9,091.99				
	101-42200-42700	TRAVEL, CONF & DUES	150.00	14,175	8,467.92				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	101-42200-42800	TELEPHONE	102.01	2,500	2,051.91-	Y		
	101-42200-43200	BUILDINGS	8,300.48	20,000	9,796.94			
	101-42200-43400	MACHINERY AND EQUIPMENT	351,120.50	380,900	25,379.50			
	101-43100-42500	REPAIRS	135.16	150,000	140,598.57			
	101-43100-42600	SUPPLIES	2,679.37	20,000	27,679.21-	Y		
	101-43100-42610	GAS	5,880.89	87,000	73,350.46			
	101-43100-42620	ASPHALT MIX	723.87	100,000	99,276.13			
	101-43100-42800	UTILITIES	1,008.48	15,000	9,226.28			
	101-43110-42500	REPAIRS	7.93	1,000	571.22			
	101-43110-42600	SUPPLIES	149.48	4,200	2,306.02			
	101-43110-42610	GAS	45.30	7,000	5,688.11			
	101-43110-42700	TRAVEL CONF DUES	1,059.00	4,000	2,051.32			
	101-43110-42750	PLANNING COMMISSION EXPENS	62.93	1,200	894.34			
	101-43110-42800	UTILITIES	88.13	2,000	1,456.79			
	101-43110-42916	NUISANCE ABATEMENT	10.62	15,000	14,978.76			
	101-43120-42200	PROF SERVICES-DESIGN	399.05	79,000	78,600.95			
	101-43120-42521	SIDEWALK CONSTRUCT	7,476.00	75,000	67,524.00			
	101-43120-43300	STREET OVERLAY MAINT	4,086.71	1,635,250	1,501,401.11			
	101-43120-43313	SPRUCE ST RR CROSSING	40,992.87	0	45,945.92-	Y		
	101-43150-43309	LAKE LOTS	43,288.82	50,000	6,711.18			
	101-43150-43319	SPRUCE RR CROSSING	6,125.37	0	6,125.37-	Y		
	101-43150-43343	2ND, 4TH, & RAILROAD	2,829.26	425,034	382,311.06			
	101-43700-42500	REPAIR & MAINTENANCE	330.10	3,000	2,385.60			
	101-43700-42600	SUPPLIES & MATERIALS	152.09	16,000	10,777.32			
	101-43700-42800	UTILITIES	73.32	5,500	4,364.96			
	101-43700-43400	MACHINERY & EQUIPMENT	13,759.00	31,950	18,191.00			
	101-44110-42940	DAKOTA COUNSELING	3,250.00	13,000	6,500.00			
	101-44120-42800	UTILITIES-POUND	70.30	2,400	1,643.02			
	101-45500-42600	SUPPLIES & MATERIALS	519.43	12,000	9,599.17			
	101-45500-42693	E-BOOKS/AUDIO BOOKS	1,574.51	19,350	13,199.13			
	101-45500-42800	UTILITIES	78.81	43,375	30,720.18			
	101-45500-43420	BOOKS	2,118.51	47,000	33,782.65			
	101-45500-43421	AUDIO-VISUAL	370.20	4,000	3,126.47			
	101-46500-42900	MITCHELL AREA DEVELOPMENT	45,500.00	182,000	91,000.00			
	101-46500-42911	REGIONAL ECON DEVELOPMENT	6,250.00	25,000	12,500.00			
	101-46500-42918	MITCHELL MAIN ST & BEYOND	11,250.00	45,000	22,500.00			
	201-45110-42600	SUPPLIES & MATERIALS	225.00	10,000	9,603.12			
	201-45110-42800	UTILITIES	374.82	400	70.51-	Y		
	201-45140-42300	PUBLISHING	4,927.00	46,500	28,897.00			
	201-45140-42500	REPAIR & MAINTENANCE	1,655.30	34,000	21,494.01			
	201-45140-42600	SUPPLIES & MATERIALS	6,537.57	35,027	20,119.36			
	201-45140-42601	CONCESSION SUPPLIES	198.12	15,000	9,984.16			
	201-45140-42602	CHEMICALS	102.00	18,000	13,537.02			
	201-45140-42650	UNIFORMS	158.07	1,250	925.18			
	201-45140-42800	UTILITIES	12,046.06	159,440	105,934.55			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	201-45160-42200	PROFESSIONAL SERVICES	953.00	201,200	200,247.00		
	201-45160-42500	REPAIR & MAINTENANCE	40.30	98,284	77,303.31		
	201-45160-42600	SUPPLIES & MATERIALS	2,005.95	59,300	48,360.46		
	201-45160-42610	GAS & FUEL	78.00	15,000	13,386.62		
	201-45160-42800	UTILITIES	1,477.70	156,420	109,682.37		
	201-45210-42500	REPAIR & MAINTENANCE	559.14	88,080	78,720.38		
	201-45210-42600	SUPPLIES & MATERIALS	5,403.55	90,300	74,074.96		
	201-45210-42610	GAS & FUEL	793.71	33,000	28,078.88		
	201-45210-42800	UTILITIES	1,169.42	79,200	68,696.04		
	201-45210-42850	UTILITIES-VETERAN'S PARK	64.18	5,625	5,321.82		
	201-45210-43400	CAPITAL EQUIPMENT	67,753.65	235,000	104,212.52		
	201-45220-42800	UTILITIES	48.80	640	492.50		
	203-45220-43300	LAKE IMPROVEMENTS	1,503.50	27,110,360	25,918,131.32		
	203-45220-43310	WATERSHED IMPROVEMENTS	11,693.16	100,000	482,172.80-	Y	
	209-46530-42920	SPORTS AUTHORITY PROMO	5,500.00	194,640	131,390.00		
	211-46311-42960	CONV VISITORS BUR	21,875.00	262,500	175,000.00		
	214-43500-42200	PROFESSIONAL SERVICES	15.90	1,490	1,396.90		
	214-43500-42800	UTILITIES - TELEPHONE	123.83	2,102	1,464.77		
	214-43500-42910	SERVICE CONTRACTS	871.07	24,057	17,347.38		
	218-45150-42500	REPAIR AND MAINTENANCE	454.94	9,500	7,388.14		
	218-45150-42511	GARAGE REPAIR & MAINTENANC	450.00	20,000	19,550.00		
	218-45150-42600	SUPPLIES & MATERIALS	42.10	8,800	7,639.81		
	218-45150-42610	GAS OIL TIRES	1,056.39	100,000	82,568.41		
	218-45150-42800	UTILITIES	2.09	1,565	1,275.95		
	218-45150-42810	UTILITIES-GARAGE	829.61	12,722	7,707.65		
	218-45180-42500	REPAIR & MAINTENANCE	8.38	5,000	3,792.37		
	218-45180-42600	SUPPLIES & MATERIALS	67.09	5,900	4,696.42		
	218-45180-42650	MINOR EQUIPMENT	429.95	500	70.05		
	218-45180-42800	UTILITIES	1,759.47	32,302	25,393.38		
	219-45140-42600	SUPPLIES & MATERIALS	42.08	1,600	1,432.17		
	219-45140-42605	MEAL SUPPLIES	81.56	4,000	3,292.64		
	219-45140-42800	UTILITIES	0.24	415	363.01		
	219-45140-42911	CONTRACT SERVICES-MEALS	10,077.60	211,490	158,483.95		
	230-43500-42500	REPAIR & MAINTENANCE	2,919.61	10,000	6,669.13		
	230-43500-42520	SNOW REMOVAL CONTRACT	10,000.00	85,000	55,000.00		
	230-43500-42700	TRAVEL, CONFERENCE, DUES	226.00	500	174.00		
	230-43500-42800	UTILITIES	1,858.19	19,500	12,457.55		
	230-43500-43205	HANGAR	3,913.96	1,721,129	1,710,466.44		
	230-43500-43320	AIP-RECONSTRUCT RUNWAY	12,301.70	319,600	273,468.61		
	602-43330-42200	CO2 TANK INSPECTION	1,057.00	0	6,257.00-	Y	
	602-43330-42600	SUPPLIES & MATERIALS	1,493.52	18,000	6,818.95		
	602-43330-42610	GAS & FUEL	337.30	3,000	2,296.19		
	602-43330-42620	CHEMICAL SERVICE CONTRACT	12,630.00	32,000	17,907.50		
	602-43330-42800	UTILITIES	3,958.13	200,000	148,930.69		
	602-43330-42850	B-Y WATER CHARGES	55,297.41	975,000	806,554.17		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	602-43340-42200	LOCATES	131.78	2,000	1,770.55			
	602-43340-42225	PROFESSIONAL SERVICES	5,811.87	355,000	303,141.56			
	602-43340-42500	REPAIR & MAINTENANCE	35.10	18,500	17,146.69			
	602-43340-42600	SUPPLIES & MATERIALS	25,119.02	125,000	80,615.95			
	602-43340-42660	POSTAGE	19.71	10,000	7,164.01			
	602-43340-42800	UTILITIES	348.05	11,000	5,791.73			
	602-43340-43338	2ND, 4TH, RAILROAD, & MAIN	2,200.54	250,000	229,472.34			
	602-43340-43355	ABOVE GROUND STORAGE	12,068.69	2,319,688	2,273,512.12			
	602-43340-43429	PICKUP	26.70	125,000	80,888.30			
	604-43200-42500	REPAIRS	421.33	20,000	16,656.73			
	604-43200-42600	SUPPLIES	1,480.37	25,000	10,512.27			
	604-43200-42610	GAS & FUEL	468.30	10,000	8,934.92			
	604-43200-42650	UNIFORMS	59.98	1,750	1,029.15			
	604-43200-42660	POSTAGE	17.62	9,000	6,128.32			
	604-43200-42800	UTILITIES	25,698.38	215,000	149,542.12			
	604-43200-43300	NORTH PLANT IMPROVEMENTS	3,060.00	2,430,601	2,424,288.50			
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	130,063.25	23,130,800	19,966,886.52			
	604-43250-42200	PROFESSIONAL SERVICES	6,431.15	300,000	244,392.52			
	604-43250-42500	REPAIRS	1,185.00	20,000	18,379.50			
	604-43250-42600	SUPPLIES	1,438.29	50,000	31,692.77			
	604-43250-42610	GAS	365.82	6,000	5,128.16			
	604-43250-42800	UTILITIES	332.32	50,000	28,125.29			
	604-43250-43343	2ND, 4TH, & RAILROAD	1,362.24	278,782	216,750.72			
	604-43250-43402	PICKUP	26.70	50,000	5,888.30			
	612-43220-42500	REPAIR & MAINTENANCE	263.00	10,000	7,374.83			
	612-43220-42600	SUPPLIES	10.19	18,000	16,465.77			
	612-43220-43200	BUILDINGS	180,161.10	675,428	161,796.75			
	612-43230-42500	REPAIRS	134.43	15,000	3,327.77			
	612-43230-42610	GAS & OIL	4,477.52	60,000	50,258.47			
	612-43230-42660	POSTAGE	15.33	8,000	6,055.67			
	612-43230-42800	UTILITIES	30.53	750	623.31			
	612-43240-42205	MONITOR GROUND WATER-OLD L	668.75	11,500	2,958.75-	Y		
	612-43240-42500	REPAIR AND MAINTENANCE	154.25	32,000	22,828.18			
	612-43240-42540	REPAIRS/MAINTENANCE COMPUT	500.00	0	1,000.00-	Y		
	612-43240-42550	LAB FEES	958.75	21,000	20,041.25			
	612-43240-42600	SUPPLIES	715.38	60,000	18,026.43			
	612-43240-42610	GAS & OIL	5,119.83	110,000	93,085.77			
	612-43240-42800	UTILITIES	1,063.98	13,000	7,523.90			
	612-43240-43406	SCRAPER	1,207,730.00	1,250,000	42,270.00			
	613-45650-42500	REPAIRS & MAINTENANCE	582.50	0	10,603.34-	Y		
	613-45650-42600	SUPPLIES & MATERIALS	2,194.11	0	18,343.46-	Y		
	613-45650-42610	COST OF GOODS SOLD	1,756.97	0	65,321.38-	Y		
	613-45650-42615	COGS-ALCOHOL	1,481.54	0	4,637.74-	Y		
	613-45650-42800	UTILITIES	1,379.51	0	20,057.98-	Y		
	613-45650-42850	CP PLAZA UTILITIES	88.36	0	348.60-	Y		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	613-45650-42900	TICKETING FEES	103.80	0	231.05-	Y	
	614-45250-42600	SUPPLIES & MATERIALS	1,317.91	25,000	14,112.98		
	614-45250-42602	CHEMICALS	13,898.59	25,000	840.91		
	614-45250-42604	TREES & SOD	875.00	2,500	1,625.00		
	614-45250-42800	UTILITIES	138.13	20,180	17,872.23		
	614-45250-43400	MACHINERY & EQUIPMENT	259,896.00	91,500	168,396.00-	Y	
	619-45220-42620	COMPUTER SOFTWARE	69.00	4,144	2,250.07		
	619-45220-42800	UTILITIES	631.56	21,150	18,946.20		
	619-45220-42935	BID TAX	6.00	3,800	3,794.00		
	619-45220-43200	BUILDINGS	12,247.00	800,202	774,587.00		
	621-369	REFUNDS & REIMB*NON-EXPENS	982.50	4,150	2,416.49		
	621-44600-42250	CONTRACT-QMC	5,337.31	54,000	38,716.15		
	621-44600-42500	REPAIRS & MAINTENANCE	67.19	1,500	1,297.81		
	621-44600-42600	SUPPLIES	243.00	30,400	22,267.65		
	621-44600-42610	GAS & OIL	43.33	13,775	11,536.49		
	621-44600-42800	UTILITIES	262.42	3,200	2,252.64		
**	2025-2026 YEAR TOTALS	**	2,863,764.34				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	169.76
101-1220	CITY ADMINISTRATOR	1.49
101-1230	ADMINISTRATIVE BOARDS	0.05
101-1410	ATTORNEY'S OFFICE	825.89
101-1420	FINANCE	258.90
101-1440	HUMAN RESOURCES	7,375.71
101-1460	INSURANCE & BONDS	30,700.00
101-1920	MUNICIPAL BUILDINGS	2,267.05
101-1935	INFORMATION TECHNOLOGY	7,295.46
101-2110	POLICE DEPARTMENT	22,175.15
101-2130	TRAFFIC DEPARTMENT	28,498.43
101-2200	FIRE DEPARTMENT	368,625.84
101-3100	STREET DEPARTMENT	10,427.77
101-3110	PUBLIC WORKS ADMIN	1,423.39
101-3120	STREET & SIDEWALK CONST	52,954.63
101-3150	STORM DRAINAGE	52,243.45
101-3700	CEMETERY	14,314.51
101-4110	HEALTH & WELFARE	3,250.00
101-4120	ANIMAL CONTROL	70.30

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-5500	LIBRARY	4,661.46
101-6500	ECONOMIC DEVELOPMENT	63,000.00

101 TOTAL	GENERAL	670,539.24
201-5110	RECREATION & AQUATICS	599.82
201-5140	RECREATION CENTER	25,624.12
201-5160	SPORTS COMPLEXES	4,554.95
201-5210	PARKS	75,743.65
201-5220	SUPERVISION	48.80

201 TOTAL	PARK FUND	106,571.34
203-5220	LAKE	13,196.66

203 TOTAL	LAKE MITCHELL	13,196.66
209-6530	BUSINESS IMPROV #4	5,500.00

209 TOTAL	BUSINESS IMPROV DIST #4	5,500.00
211-6311	ENTERTAINMENT TAX	21,875.00

211 TOTAL	ENTERTAINMENT TAX	21,875.00
214-3500	E-911	1,010.80

214 TOTAL	E-911 EMERGENCY	1,010.80
218-5150	PALACE TRANSIT	2,835.13
218-5180	JVCC	2,264.89

218 TOTAL	COMMUNITY SERVICES	5,100.02
219-5140	NUTRITION	10,201.48

219 TOTAL	NUTRITION	10,201.48

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
230-3500	AIRPORT	31,219.46

230 TOTAL	AIRPORT	31,219.46
602-3330	WATER TREATMENT PLANT	74,773.36
602-3340	WATER DISTRIBUTION	45,761.46

602 TOTAL	WATER	120,534.82
604-3200	WASTE WATER TREATMENT	161,269.23
604-3250	WASTE WATER COLLECTION	11,141.52

604 TOTAL	SEWER	172,410.75
612-3220	RECYCLING PROGRAM	180,434.29
612-3230	WASTE COLLECTION	4,657.81
612-3240	LANDFILL	1,216,910.94

612 TOTAL	SANITATION	1,402,003.04
613-5650	CORN PALACE	7,586.79

613 TOTAL	CORN PALACE	7,586.79
614-5250	GOLF COURSE	276,125.63

614 TOTAL	GOLF COURSE	276,125.63
619-5220	CAMPGROUND	12,953.56

619 TOTAL	CAMPGROUND	12,953.56
621	NON-DEPARTMENTAL	982.50
621-4600	EMS	5,953.25

621 TOTAL	EMERGENCY MEDICAL SERVICE	6,935.75

** TOTAL **		2,863,764.34

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
E01 5311-FY18/19	GAMAIN	Garage Maintenance	450.00
	GAUT	Garage Utilities	829.61
	MAINT	Maintenance/Repairs	454.94
	OFFSUP	Office Supplies	42.10
	OFFUT	Office Utilities	2.09
	TIR	Tires	318.92
		** PROJECT E01 TOTAL **	2,097.66
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	40.30
	42600	SUPPLIES/MAINTENANCE	814.77
	42610	GAS-FUEL	78.00
		** PROJECT H01 TOTAL **	933.07
H04 BASEBALL	42600	SUPPLIES/MATERIALS	604.23
	42800	UTILITIES	474.87
		** PROJECT H04 TOTAL **	1,079.10
H05 SOFTBALL	42800	UTILITIES	189.98
		** PROJECT H05 TOTAL **	189.98
H06 ARENA-NORTH RINK	42200	PROFESSIONAL SERVICES	953.00
	42600	SUPPLIES-MATERIALS	475.48
		** PROJECT H06 TOTAL **	1,428.48
H07 PEPSI COMPLEX	42600	SUPPLIES/MATERIALS	111.47
	42800	UTILITIES	716.32
		** PROJECT H07 TOTAL **	827.79
H10 MUNROE PARK	42800	UTILITIES	48.79
		** PROJECT H10 TOTAL **	48.79
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	559.14
	42610	GAS/FUEL	793.71
	43400	CAPITAL EQUIPMENT	67,753.65
		** PROJECT H50 TOTAL **	69,106.50
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	788.60
	42800	UTILITIES	674.44
		** PROJECT H51 TOTAL **	1,463.04
H55 DRY RUN CREEK PARK	42800	UTILITIES	78.26
		** PROJECT H55 TOTAL **	78.26

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	319.49
	42800	UTILITIES	95.65
		** PROJECT H56 TOTAL **	415.14
H58 JENNEWEIN PARK	42800	UTILITIES	16.64
		** PROJECT H58 TOTAL **	16.64
H60 NORTHRIDGE PARK	42800	UTILITIES	9.89
		** PROJECT H60 TOTAL **	9.89
H61 PIONEER PARK	42800	UTILITIES	13.42
		** PROJECT H61 TOTAL **	13.42
H62 ROTARY PARK	42800	UTILITIES	15.01
		** PROJECT H62 TOTAL **	15.01
H63 VETERANS PARK	42850	UTILITES/VETERANS PARK	64.18
		** PROJECT H63 TOTAL **	64.18
H66 CAMP ARROYA	42600	SUPPLIES/MATERIALS	411.39
	42800	UTILITIES	92.34
		** PROJECT H66 TOTAL **	503.73
H67 DAY CAMP	42800	UTILITIES	50.85
		** PROJECT H67 TOTAL **	50.85
H71 KIWANIS WOODLOT	42600	SUPPLIES/MATERIALS	39.16
		** PROJECT H71 TOTAL **	39.16
H74 PUBLIC BEACH	42800	UTILITIES	48.04
		** PROJECT H74 TOTAL **	48.04
H76 SANDY BEACH	42800	UTILITIES	22.25
		** PROJECT H76 TOTAL **	22.25
H77 SPORTSMANS CLUB	42600	SUPPLIES/MATERIALS	3,647.21
		** PROJECT H77 TOTAL **	3,647.21
H78 WEST END BOAT LAUNCH	42600	SUPPLIES/MATERIALS	75.82
		** PROJECT H78 TOTAL **	75.82

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
H79 LAKE PARK ACCESS AREAS	42800 UTILITIES	9.89
	** PROJECT H79 TOTAL **	9.89
H87 PATTON YOUNG	42600 SUPPLIES-MAINTENANCE	121.88
	** PROJECT H87 TOTAL **	121.88
J02 INDOOR AQUATIC CTR	CHEMICAL CHEMICALS	102.00
	ELE/GAS UTILITIES-ELECTRIC/GAS	4,755.27
	RM-PLUMB REPAIR/MAINT-PLUMBING	1,177.80
	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	174.00
	SM-PLUMB SUPPLIES/MATERIALS-PLUMBING	30.15
	** PROJECT J02 TOTAL **	6,239.22
J03 REC CTR-WELLNESS/FITNESS	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	41.79
	** PROJECT J03 TOTAL **	41.79
J05 REC CTR CONCESSIONS	CONC SUP CONCESSION SUPPLY	198.12
	** PROJECT J05 TOTAL **	198.12
J06 REC CTR-GENERAL BLDG	RM-BLDG REPAIR/MAINT-BUILDING	115.00
	RM-EQUIP REPAIR/MAINT-EQUIPMENT	362.50
	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	362.49
	SM-GENER SUPPLIES/MATERIAL-GENERAL	3,714.87
	SM-HVAC SUPPLIES/MATERIAL-HVAC	423.00
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	587.04
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	1,081.14
	SM-PLUMB SUPPLIES/MATERIAL-PLUMBING	45.04
	** PROJECT J06 TOTAL **	6,691.08
J07 REC CTR-PRESCHOOL	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	78.05
	** PROJECT J07 TOTAL **	78.05
J08 REC CTR PUBLISHING	ICAN PUBLISHING-ICAN	750.00
	KMIT PUBLISHING-KMIT	720.00
	MIDCO PUBLISHING-MIDCO	3,457.00
	** PROJECT J08 TOTAL **	4,927.00
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	7,171.89
	TV UTILITIES-TV	118.90
	** PROJECT J09 TOTAL **	7,290.79

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
J10 REC CTR UNIFORMS	ADAM	UNIFORMS-ADAM	120.00
	THOMAS	UNIFORMS-THOMAS	38.07
		** PROJECT J10 TOTAL **	158.07
J50 OUTDOOR AQUATIC CENTER	ELE/GAS	UTILITIES-ELECTRIC/GAS	373.71
		** PROJECT J50 TOTAL **	373.71
J52 P&A ADULT PROGRAMS	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	225.00
		** PROJECT J52 TOTAL **	225.00
L10 106	42500	REPAIR MAINTENANCE	59.96
	42600	SUPPLIES MATERIALS	84.40
		** PROJECT L10 TOTAL **	144.36
L25 127	42500	REPAIRS MAINTENANCE	75.20
		** PROJECT L25 TOTAL **	75.20
L2B 186	42600	SUPPLIES MATERIALS	45.94
		** PROJECT L2B TOTAL **	45.94
L55 156	42600	SUPPLIES MATERIALS	1,464.88
		** PROJECT L55 TOTAL **	1,464.88
L58 162	42600	SUPPLIES MATERIALS	504.72
		** PROJECT L58 TOTAL **	504.72
L59 163	42600	SUPPLIES MATERIALS	74.54
		** PROJECT L59 TOTAL **	74.54
L61 165	42600	SUPPLIES MATERIALS	5.73
		** PROJECT L61 TOTAL **	5.73
L66 345	42600	SUPPLIES MATERIALS	57.32
		** PROJECT L66 TOTAL **	57.32
L8A 181	42500	REPAIR MAINTENANCE	123.25
	42600	SUPPLIES MATERIALS	7.64
		** PROJECT L8A TOTAL **	130.89
L92 178	42500	REPAIR MAINTENANCE	240.00
		** PROJECT L92 TOTAL **	240.00

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
L95 921	42600 SUPPLIES MATERIALS	10.19
	** PROJECT L95 TOTAL **	10.19
L97 173	42500 REPAIR MAINTENANCE	134.43
	** PROJECT L97 TOTAL **	134.43

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:	April 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 Jensen Capital & Development LLC-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Jensen Capital & Development LLC has applied for a conditional use permit for multi-family dwellings; located at the SE corner of E Spruce St and Urbana Dr, legally described as Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned HB Highway Oriented Business District. Planning Commission motioned to recommend approval; 5 aye, 0 nay, 1 absent and 1 abstain. Motion carried. See Planning Commission Unsigned Minutes 04-14-25.		



TO: THE MITCHELL PLANNING COMMISSION AND CITY COUNCIL, 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.

Applicant(s) request that dates be set for public hearings before the Mitchell Planning Commission and City Council. 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** \$150 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** \$100 application fee due with application.

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

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

Description of Conditional Use: Multi-family dwellings

This Application is for the following described real property:

Legal Description: Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

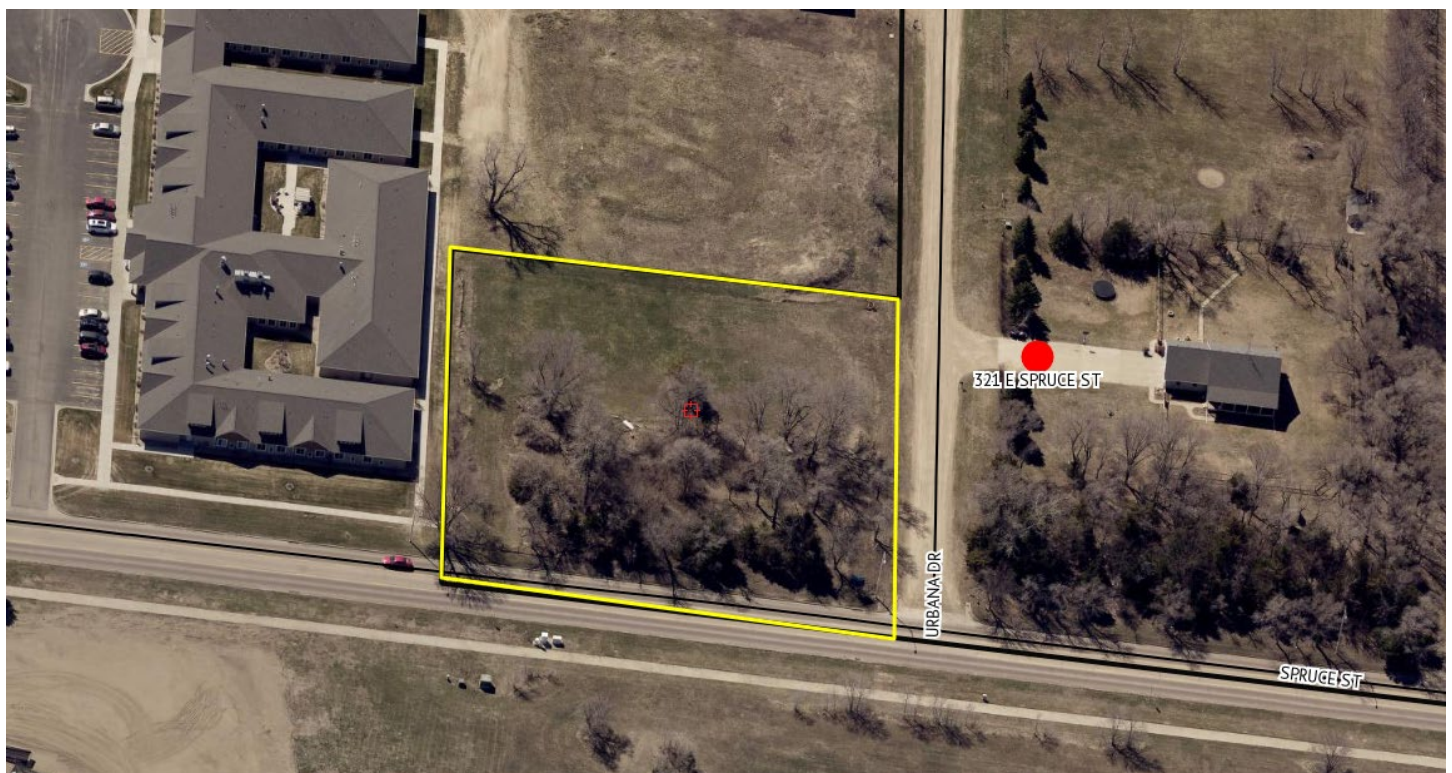
Property Address: SE corner of E Spruce St and Urbana Dr

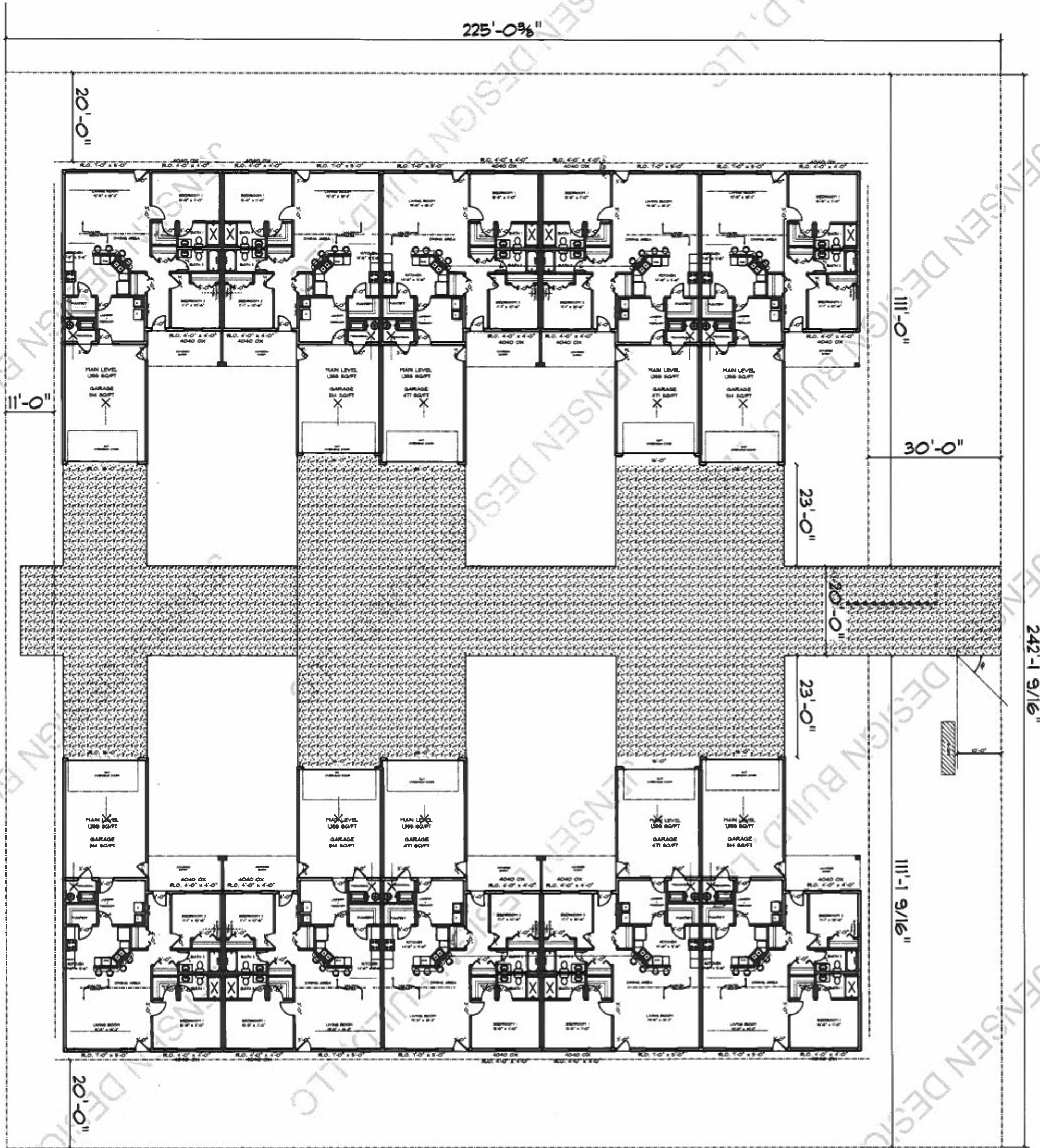
Dated this 17th of March , 2025.

Jensen Capital & Development LLC
APPLICANT

OWNER

Handwritten signature of Jensen Capital & Development LLC, dated 3.17.25.





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 Jensen Capital & Development LLC has applied for a conditional use permit for multi-family dwellings; located at the SE corner of E Spruce St and Urbana Dr, legally described as Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned HB Highway Oriented Business District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, April 14, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, April 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 27th day of March, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 2nd day of April, 2025

Approximate Cost:

Jensen Capital & Development LLC
25063 Alex Ct
Mitchell, SD 57301

Avera Queen of Peace
525 N Foster St
Mitchell, SD 57301

TDR Passthru LLC
RB48 Passthru LLC
2500 E Kearney
Springfield, MO 65898

Philip & Kelli Malde
321 E Spruce St
Mitchell, SD 57301

EVI Mitchell LLC
PO Box 13288
Grand Forks, ND 58208-3238

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:	April 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 Doug & Heidi Gehrke-Variance Permit		
Explanation/Background of Agenda Item Requested:	Doug & Heidi Gehrke have applied for a variance permit for an attached accessory building of 4,600 square feet vs 2,000 square feet; located at 304 N Mattie St, legally described as Lot 4 of D. & D. Long's First Addition, a subdivision of Irregular Tract No. 3 in the Northeast Quarter (NE 1/4) of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota. The said real property is zoned R4 High Density Residential District. Planning Commission motioned to recommend approval. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 04-14-25.		



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

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

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

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

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

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

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

- Description of Variance: 4,600 square feet vs 2,000 square feet for an attached accessory building.
- Description of Hardship: I would like to add another 1600 square feet for camper and trailer storage onto the existing plan permitted on 11/15/24. This would be added onto the east end of the existing. The setback of the structure will be 100' west, 80' south, 163' east, and 50' north

☐ **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:

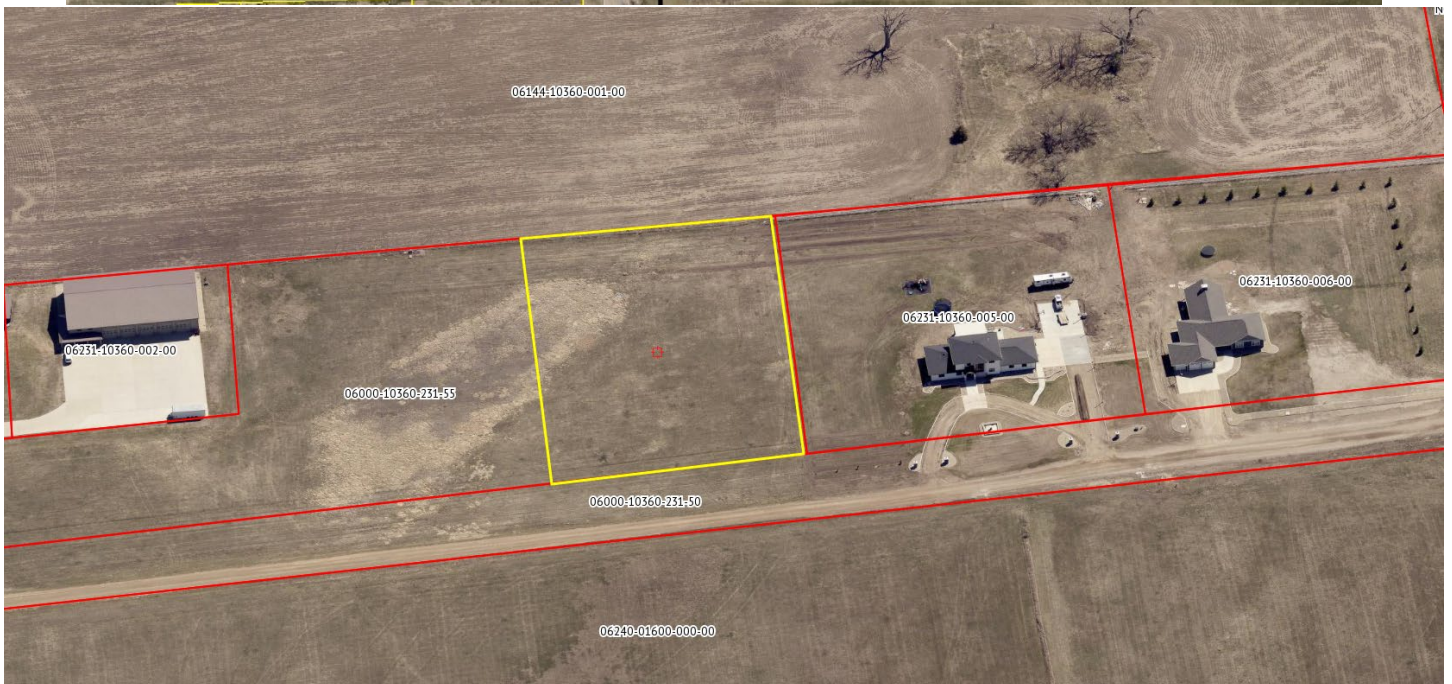
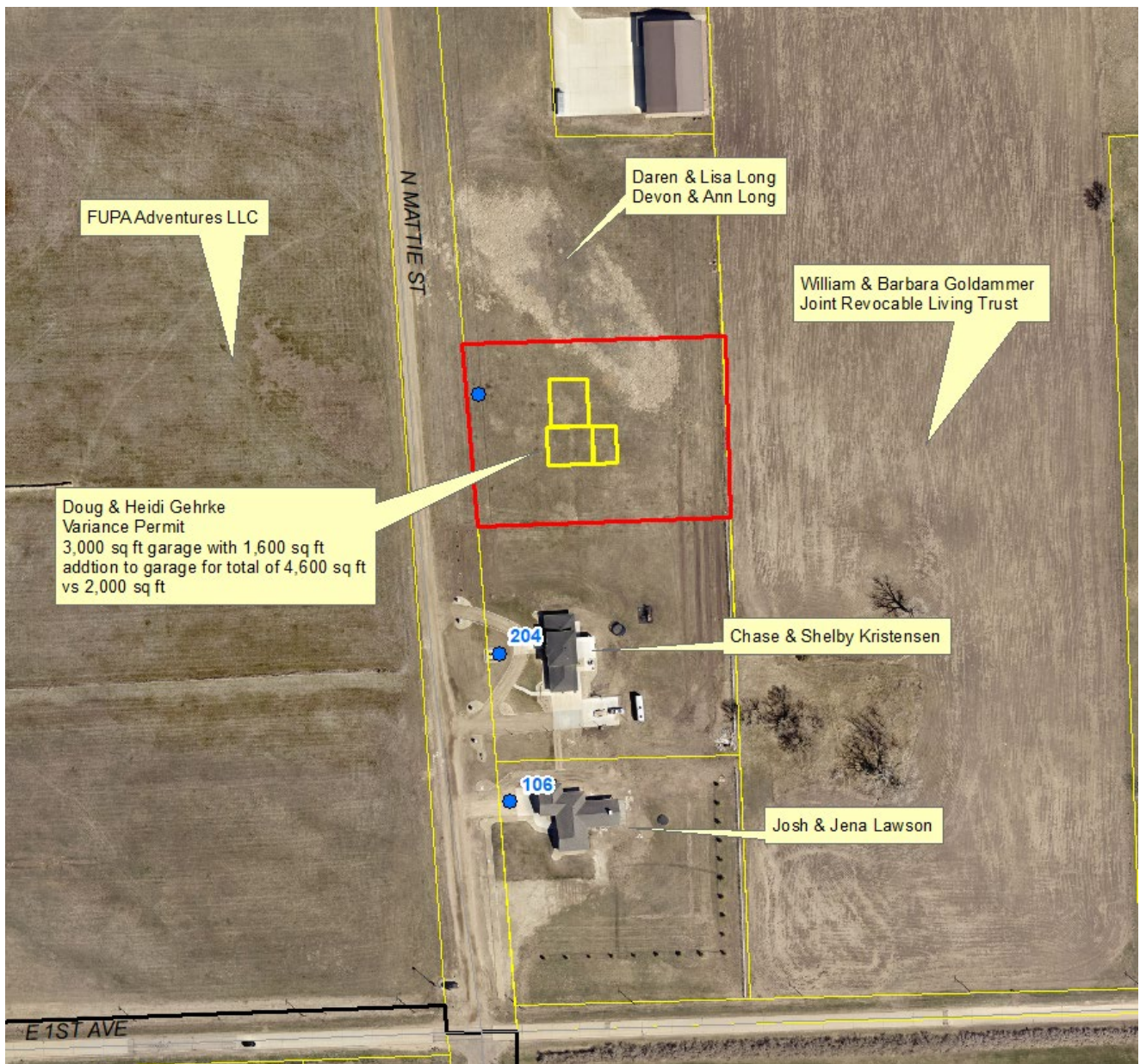
Legal Description: Plat of Lot 4 of D. & D. Long's First Addition, a subdivision of Irregular Tract No. 3 in the Northeast Quarter (NE 1/4) of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota

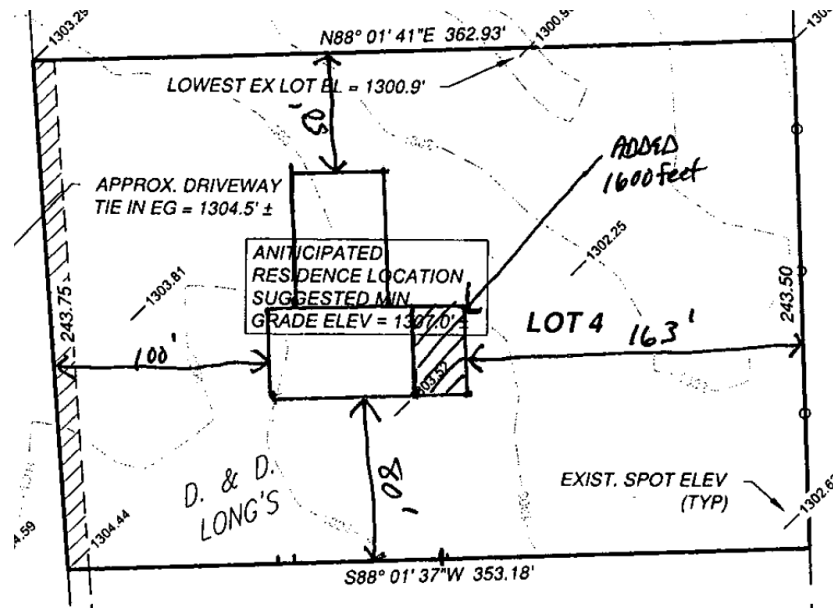
Property Address: **304 N Mattie St**

Dated this 01st of March, 2025.

APPLICANT

Doug & Heidi Gehrke
OWNER





CROWN LAMBER									
WINDOW SCHEDULE									
Item	Number	Quantity	Height	Width	Notes	Notes	Notes	Notes	Notes
1	10	4	4'0"	4'0"	10' x 10'				
2	11	3	2'0"	4'0"	10' x 10'				
3	12	3	4'0"	4'0"	10' x 10'				
4	13	1	4'0"	4'0"	10' x 10'				
5	14	3	2'0"	4'0"	10' x 10'				
6	15	2	4'0"	4'0"	10' x 10'				
7	16	2	2'0"	4'0"	10' x 10'				
8	17	1	4'0"	4'0"	10' x 10'				
9	18	1	4'0"	4'0"	10' x 10'				
10	19	1	4'0"	4'0"	10' x 10'				
DOOR OPENING SCHEDULE									
Item	Number	Quantity	Height	Width	Notes	Notes	Notes	Notes	Notes
1	100	1	4'0"	4'0"	10' x 10'				
2	101	3	2'0"	4'0"	10' x 10'				
3	102	2	2'0"	4'0"	10' x 10'				
4	103	1	2'0"	4'0"	10' x 10'				
5	104	3	2'0"	4'0"	10' x 10'				
6	105	1	4'0"	4'0"	10' x 10'				

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 Doug & Heidi Gehrke have applied for a variance permit for an attached accessory building of 4,600 square feet vs 2,000 square feet; located at the 304 N Mattie St, legally described as Lot 4 of D. & D. Long's First Addition, a subdivision of Irregular Tract No. 3 in the Northeast Quarter (NE 1/4) of Section 23, Township 103 North, Range 60 West of the 5th P.M., 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, April 14, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, April 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 27th day of March, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 2nd day of April, 2025
Approximate Cost:

Doug & Heidi Gehrke
1525 N Wisconsin St
Mitchell, SD 57301

FUPA Adventures LLC
2202 E 1st Ave
Mitchell, SD 57301

Daren & Lisa Long
Devon & Ann Long
1920 Bridle Dr
Mitchell, SD 57301

William & Barbara Goldammer
Joint Revoc Living Trust
2040 E 8th Ave
Mitchell, SD 57301

Chase & Shelby Kristensen
204 N Mattie St
Mitchell, SD 57301

Josh & Jena Lawson
106 N Mattie St
Mitchell, SD 57301

April 2, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Doug & Heidi Gehrke have applied for a variance permit for an attached accessory building of 4,600 square feet vs 2,000 square feet; located at the 304 N Mattie St, legally described as Lot 4 of D. & D. Long's First Addition, a subdivision of Irregular Tract No. 3 in the Northeast Quarter (NE 1/4) of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota. The said real 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, April 14, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Monday, April 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

Chase + Shelby Kristensen

204 N. MATTIE STREET

ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

April 2, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Doug & Heidi Gehrke have applied for a variance permit for an attached accessory building of 4,600 square feet vs 2,000 square feet; located at the 304 N Mattie St, legally described as Lot 4 of D. & D. Long's First Addition, a subdivision of Irregular Tract No. 3 in the Northeast Quarter (NE 1/4) of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota. The said real 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, April 14, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Monday, April 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 Daren & Lisa Long Deben & Ann Long
OWNER

1920 & 1926 Bridle Drive

ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	April 21, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	101-43120-42670 - \$77,000
101-43120-42680 - \$340,000		
Agenda Item:	Action to Award Bid for Rock Chips Project #2025-10		
Explanation/Background of Agenda Item Requested:	Bids were opened on April 15, 2025, at 1:30 PM in City Hall Chambers. One bid was received by Spencer Quarries, Inc. The unit price was \$19.60 for a total price of \$49,000. The unit price for 2024 was \$17.60. Please see the attached bid tabulation for information. City staff recommends approving the Rock Chip bid to Spencer Quarries, Inc. Total Budget for Chip Sealing - \$417,000 Total Bid Costs for Chip Sealing - \$380,664.72 Project Contingency - \$36,335.28		

BID TABULATION FOR ROCK CHIPS - CITY PROJECT #2025-10 BID OPENING: 1:30 PM - APRIL 15, 2025 , CITY HALL, MITCHELL, SD					
		Spencer Quarries Inc. 25341 430th Avenue Spencer, SD 57374			
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1 Furnish Rock Chips 2500 Ton FOB Mitchell Source of Chips		\$ 19.60	\$ 49,000.00	\$_____	\$_____
		<u>SPENCER QUARRIES</u>		_____	_____

Prepared by Deb Hanson-Sudbeck

2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
\$ 13.30	\$ 13.20	\$ 13.20	\$ 13.20	\$ 13.20	\$ 13.00	\$ 13.00	\$ 13.00	\$ 12.75	\$ 12.25
2020	2021	2022	2023	2024					
\$ 13.50	\$ 13.80	\$ 13.80	\$ 14.00	\$ 17.60					

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:	April 21, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	101-43120-42670 - \$77,000 101-43120-42680 - \$340,000		
Agenda Item:	Action to Award Bid for Petroleum Products Project #2025-13		
Explanation/Background of Agenda Item Requested:	Bids were opened on April 15, 2025, at 1:30 PM in City Hall Chambers for petroleum products for chip seal projects. One bid was received by Jebro, Inc. for CRS-2 P-Emulsion and CSS1H 75:25 Item #1 - CRS-2 P-Emulsion 2024 Unit Price - \$697.52 per ton, Total Cost - \$255,989.84 2023 Unit Price - \$712.52 per ton Item #2 - CSS1H 75:25 2024 Unit Price - \$525.52 per ton, Total Cost - \$75,674.88 2023 Unit Price - \$543.77 per ton Combined Total Cost - \$331,664.72 Please see the attached bid tabulation for information. City staff recommends approving the bid to Jebro Inc. to supply the CRS-2 P-Emulsion and CSS1H 75:25 at the unit prices described above. Approximately 220 city blocks or 13.5 miles are planned to be chip sealed this year. The City has approximately 150 miles of roadway. Total Budget for Chip Sealing - \$417,000 Total Bid Costs for Chip Sealing - \$380,664.72 Project Contingency - \$36,335.28		

BID TABULATION FOR PETROLEUM PRODUCTS CITY PROJECT #2025-13							
BID OPENING: APRIL 15, 2025 - 1:30 PM, CITY HALL, MITCHELL, SD							
			JEBRO INC. 2303 BRIDGEPORT DRIVE SIOUX CITY, IA 51111				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CRS-2 P-Emulsion delivered to Street Dept. storage tank in lots of approx 5000 gallons.	367	Ton	\$ 697.52	\$ 255,989.84		
2	CSS1H 75:25	144	Ton	\$ 525.52	\$ 75,674.88		

Prepared by Deb Hanson-Sudbeck

CRS-2 prices

2016 PRICE	2015 PRICE	2014 PRICE	2013 PRICE	2012 PRICE	2011 PRICE
\$ 469.00	\$ 532.61	\$ 573.80	\$ 565.00	\$ 611.11	\$ 532.00
2017 PRICE	2018 PRICE	2018 PRICE	2019 PRICE	2020 PRICE	2021 PRICE
\$ 446.32	\$ 452.61	\$ 452.61	\$ 557.50	\$ 557.50	\$ 557.50
2022 PRICE	2023 PRICE	2024 PRICE			
\$ 776.62	\$ 705.73	\$ 712.52			

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:	April 21, 2025	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Action to Approve Agreement A2025- : Mitchell Corn Palace Service Agreement		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2025-30, Mitchell Corn Palace Service Agreement		
Explanation/Background of Agenda Item Requested:	The enclosed agreement represents an extension of the existing service agreement for the 2026 summer operating system. The current agreement states that the City and Chamber must agree prior to May 1st to renew for an additional year, which led to the current proposal. The rental fee will be increased from \$165,000 to \$180,000 for the 2026 summer season. The current rental rate was set in 2023 and has remained the same for 2024 and 2025. This represents a 9% increase to account for inflation increases from 2023-2026.		

MITCHELL CORN PALACE SERVICE AGREEMENT (A2025-30)

AGREEMENT made and entered this 3rd day of April, 2025, to take effect as set forth in Section 3 below, by and between the City of Mitchell, South Dakota, a municipal corporation ("City"), and the Mitchell Area Chamber of Commerce, a South Dakota non-profit corporation, ("Chamber"); WITNESSETH:

Definition of Terms:

- (a) "Chamber Enterprise Division Director" shall mean the individual employed by the Chamber for purposes of the implementation of this Agreement by the Chamber.
- (b) "Corn Palace" shall mean the municipal auditorium of the City and shall include the entry way, lobby, seating area, basketball floor area (sometimes called the "main floor area"), stage area, the hallways on the north and south insides of the building connecting the lobby area to the main floor area and the interior seating area on the west side of the building, and the rooms adjacent to the stage area.
- (c) "Gross Sales" shall mean the total amount of funds collected for all sales of gifts, souvenirs and novelty items upon the Premises by the Chamber, but shall not include any sums collected and remitted for any type of sales or excise tax, any exchange of gifts, souvenirs or novelty items, or the amount of any sale where some or all of the sale is returned and a refund is made.
- (d) "Premises" shall mean that portion of the Corn Palace which shall be used and occupied by the Chamber in its gift shop service operation within the Corn Palace, more particularly described as the main floor area, the stage area, and a room designated by the City for the use of the Chamber adjacent to the stage area.
- (e) "Price Keystone" shall mean the wholesale price for an item plus one hundred percent (100%) plus shipping costs.
- (f) "Service Agreement" shall mean the Agreement described in Section 1 of this Agreement.
- (g) "Summer Season" shall mean the period of time between the first to occur of Memorial Day weekend or after completion of the graduation ceremonies of Mitchell Technical College, Mitchell High School and Dakota Wesleyan University, and extending through the first to occur of

either the completion of Labor Day weekend or the commencement of Corn Palace Week.

1. **PURPOSE - COOPERATION OF PARTIES.** The City owns the Corn Palace which is a major tourist attraction for the City during the Summer Season. To enhance the tourist experience at the Corn Palace, the City desires to enter into a Service Agreement with a South Dakota non-profit entity for a term of one (1) year that will operate a gift shop-souvenir-novelty business on the main floor of the Corn Palace during the Summer Season. The non-profit entity will pay the City a set fee for the opportunity to provide said service, and would agree to use a portion of the profits earned by it from the operation of the gift shop business to promote and market the Corn Palace, provide tours and tour guides and Corn Palace greeters during the Summer Season. In addition, the non-profit entity will assist the City in the development of the Corn Palace and Corn Palace area. In addition to the above services, the non-profit entity will be required to perform other services and acts set forth within this Agreement. The City finds that in accordance with SDCL 5-18A-8 services it is seeking are of a unique nature and that the only non-profit entity in the area that is able to provide such services is the Chamber. The City further finds that said selection of the Chamber is based on the fact that the Chamber has provided these services on behalf of the City over the past many years and is the only practicable source to provide such services based on the uniqueness of the services the city is seeking. Therefore in accordance with SDCL 5-18A-8, the City has determined that this Service Agreement may be awarded to the Chamber without competition. **The parties acknowledge that the implementation of this Agreement is intended to provide benefits to each party. Accordingly, each party shall in good faith seek to cooperate in all respects with the other party; in particular, each party shall be cognizant of the needs of the other party in respect to the implementation and administration of this agreement and any decisions made in respect thereto. Should any conflict or disagreement arise between the parties regarding the implementation and administration of this Agreement which is not resolved by the respective representatives of the parties, each party shall have the right and opportunity to bring the disagreement before the governing board or council of the other party; which Board or Council shall in good faith seek to resolve the disagreement or conflict in a manner which mutually recognizes the needs of each party. Each party acknowledges that an amicable and cooperative relationship between the parties in respect to the implementation and administration of the terms of this Agreement is of paramount importance to the success of the venture undertaken herein for the benefit of each of the parties.**

2. **CHAMBER'S USE OF PREMISES.** Chamber shall have the exclusive right to operate a gift shop-souvenir-novelty business upon the Premises, which shall consist of sales of gifts (including gift baskets which may include prepackaged food), souvenirs, and novelty items. In addition, specific prepackaged food items, as listed on Exhibit A attached hereto and incorporated herein by reference, may also be sold by

Chamber. Exhibit A may be updated upon unanimous, signed agreement of the Corn Palace Director and City Administrator on behalf of the City and the Chamber Executive Director and Chamber Enterprise Director. Chamber shall be permitted to conduct tours of the Corn Palace outside of the Summer Season at times when the Corn Palace is open to the public.

3. TERM. The term of this Agreement shall be for a period commencing on May 1, 2026 and expiring on August 31, 2026.

4. ACCESS - KEY. For purposes of accommodating the set up and tear down by Chamber of its equipment and furnishings, five keys or other security devices to the Corn Palace will be provided by the City to the Chamber Enterprise Division Director which shall not be duplicated, and which shall be returned to the City upon the Completion of set up or tear down, as the case may be. The sole and only person who shall use that key/security device shall be the Chamber Enterprise Division Director, and/or their managers, except on express permission from the City Corn Palace Director or the Mayor of the City.

5. PAYMENT TO CITY. Chamber shall remit to City during the term, as consideration for the services Chamber will provide, the total sum of One Hundred Eighty Thousand (\$180,000.00) per Summer Season, payable in three equal installments commencing with the first payment due June 15, the second payment due July 15, the third payment due August 15. Any renewal of this Service Agreement by Chamber and City for any Summer Season will be agreed upon no later than May 1 of the year preceding the renewal period. By way of example, City and Chamber must agree on or before May 1, 2024 to renew the Service Agreement for the 2025 Summer Season, and on or before May 1, 2025, to renew the Service Agreement for the 2026 Summer Season, and so forth. If the Parties elect to renew, the Summer Season fee shall be increased by the rate of inflation as indexed to the Consumer Price Index for All Urban Consumers (CPI-U).

Chamber shall, at the time of payment, provide City with a Profit and Loss Statement for the Corn Palace Gift Shop for that year's operations which includes only revenue and expenses from the summer months directly related to Chamber operations in the Corn Palace itself. Any Chamber revenues or expenses which do not solely relate to the in Corn Palace Gift Shop, but are partially attributable to the same, shall be listed separately along with an estimated pro-rated share of the amount of the total revenue or expense that is attributable to the in Corn Palace Gift Shop operation.

6. RESPECTIVE USE OF SOUVENIR COIN MACHINES. City shall be permitted to operate City's souvenir coin machines in the lobby of the Corn Palace throughout the entire year. Chamber shall be permitted to operate Chamber's souvenir coin machines in the Premises during the Summer Season.

7. **WORLD'S ONLY CORN PALACE LOGO LICENSE.** City shall grant to Chamber a separate license to utilize the World's Only Corn Palace Logo for the purposes of promotion and placement onto merchandise which shall not have a shorter effective term than this Agreement. City shall not grant a license to any third party for the purpose of merchandising except with the written permission of Chamber. Notwithstanding the preceding, City may grant third parties a license to use the World's Only Corn Palace Logo in relation to events hosted by or held at the World's Only Corn Palace.

8. **WORLD'S ONLY CORN PALACE BRANDED MERCHANDISE.** Chamber and City shall work together to agree on designs for merchandise branded with the World's Only Corn Palace logo (Branded Merchandise). Branded Merchandise shall be subject to the following terms and conditions.

- (a) Branded Merchandise shall be physically sold exclusively in the Corn Palace. During the Summer Season, Chamber shall have exclusive rights to sell Branded Merchandise and non-branded merchandise in the Corn Palace. However, Chamber will not sell branded concession drink cups or branded popcorn bins sold in City's concessions stands.
- (b) Outside of the Summer Season, City shall have the exclusive right to sell Branded Merchandise and non-branded merchandise in the Corn Palace. In addition, City shall have the right to sell branded concession drink cups and branded popcorn bins in City's concession stands throughout the entire year. City, in its sole discretion, may allow other third parties to sell non-branded merchandise in the Corn Palace in connection with events held at the Corn Palace.
- (c) Terms relating to Branded Merchandise may be updated upon unanimous, signed agreement of the Corn Palace Director and City Administrator on behalf of the City and the Chamber Executive Director and Chamber Enterprise Director. Such modifications, should they take place, shall be attached to this agreement as an exhibit.

9. **OFFICE/STORAGE SPACE WITHIN THE PREMISES.** City shall permit Chamber to utilize portions of the Corn Palace and City Hall area for storage as designated by City. Such storage may not be available due to space constraints, construction/remodeling, or other circumstances making the provision of storage space impracticable. Chamber agrees that it shall store its property at its own risk and that the City is not liable in any manner for any damage, loss, or destruction of Chamber property so stored, and that the Chamber will hold City harmless from any claims by any persons, entities, or organizations for loss, damage, or destruction of Chamber property so stored.

10. INDEMNIFICATION/INSURANCE. Chamber does hereby release City from any and all liability for damages to both person and property of Chamber or its employees occurring incidental to the Chamber's operations upon or within the Premises pursuant to this Agreement, unless the same is caused by the negligent act or inaction of the City, City's employees or agents, and shall hold City harmless from all such claims or damages. Without cost or expense to the City, Chamber shall maintain in effect comprehensive general liability insurance, including property damage, bodily injury and products liability, insuring City and Chamber against all claims for damages arising from the Chamber's operations under this Agreement, with combined limits of at least one million dollars (\$1,000,000.00). Chamber further agrees that it shall hold harmless and indemnify City from any claim for damage arising from the operations under this Agreement. Chamber also agrees to carry fire and extended coverage insurance adequately covering Chamber's fixtures, personal property and equipment, installed in or used in conjunction with Chamber's operations; and Chamber shall maintain in effect workman's compensation insurance as required by law. Chamber shall provide to the City finance officer current certificates of insurance, evidencing such insurance coverage in full force and effect in a company acceptable to City.

11. COVENANTS OF CHAMBER. Chamber covenants and agrees that it shall:

- (a) observe and comply with such rules, directives and/or regulations as City may from time to time issue, including such as are in City's reasonable judgment necessary or desirable for the safety, care, and cleanliness of the Corn Palace, the Premises, and patrons;
- (b) not mark, print, drill into, or in any way deface the walls, ceilings, partitions, or floors, or suffer waste or damage to be committed on the Premises or within the Corn Palace;
- (c) provide all fixtures and equipment necessary to operate the gift, souvenir, and novelty business;
- (d) employ personnel to service its gift shop. All such employees and attendants engaged in the sale of merchandise shall be paid by Chamber, and at all times while being paid by the Chamber shall be employees of the Chamber and not of the City. The parties acknowledge that some employees may, on a given day, work part time for the Chamber and part time for the City;
- (e) not assign this Agreement nor any part hereof without the consent of the City.

- (f) abide by all ordinances of the City and all laws and regulations of the state of South Dakota and of the United States of America, to include, but not limited to licensing and other operations applicable regulations relating to the sale of food or drink for human consumption in all material respects.
- (g) not use the Premises for any purpose except as provided for herein;
- (h) at the end of each summer season, vacate the Premises leaving the same in as good a condition and repair as when such occupancy commenced, reasonable wear and tear excepted;
- (i) will not place on the basketball floor any item or items that will cause damage to the floor. City shall have the right to direct Chamber to alter the method of placement of those items of the basketball floor so as not to cause damage to the floor; and
- (j) will voice any concerns regarding Corn Palace maintenance, the Corn Palace building, or any other concerns through the Corn Palace Director and not directly to City staff.

12. COVENANTS OF CITY. In addition to all other covenants provided by City elsewhere in this Agreement, City also agrees as to the following:

- (a) to consult with Chamber regarding the performance of maintenance or construction upon the Premises or other portions of the Corn Palace, the undertaking of which may disrupt Chamber's operations; and to the extent reasonably possible, will undertake any such construction during a time and in a manner that will not interfere with the Summer Season operations;
- (b) to secure the Premises when the Chamber business is not open to the public. Chamber understands that the Corn Palace will at all times, as deemed appropriate by the City, be accessible to City workers, repairmen, maintenance personnel and other authorized personnel;
- (c) to refrain from selling Corn Palace related souvenirs in the Corn Palace or online except as permitted by Sections 6 and 8 of this Agreement or as may be further agreed by the parties upon unanimous, signed agreement of the Corn Palace Director and City Administrator on behalf of the City and the Chamber Executive Director and Chamber Enterprise Director.
- (d) will be responsible for directing or supervising work and activities of City employees working within the Corn Palace; and

- (e) will address any concerns it has regarding Chamber staff through a designated Chamber staff member.

13. **PARTIALLY DESTROYED OR DAMAGED PREMISES.** It is agreed that the City shall not be liable to the Chamber in the event that the Premises or other portions of the Corn Palace, or any part thereof, shall be destroyed or damaged by fire or other unavoidable casualty, act of nature or act of God, such that the same shall be unfit for occupancy and use by Chamber as provided in this Agreement.

City shall not be liable to Chamber in the event that the Premises or other portions of the Corn Palace become unusable for a period of time due to needed repairs, alterations to the structure, remodeling, or any other type of construction activity that would affect the usage of the Corn Palace or the Premises; however, City will consult and work with the Chamber to attempt to schedule such work so as to minimize its effect on Chamber's Summer Season operations.

14. **DEFAULT.** City shall give Chamber written notice of any default by Chamber in payment due the City or performance of any other obligation to be kept or performed by Chamber, and if such default continues for a period of thirty (30) days after receipt by Chamber of such written notice, City may thereafter without further notice or demand terminate this Agreement and forfeit all rights of the Chamber hereunder; however, if the nature of such default is such that more than thirty (30) days are reasonably required for its cure, then Chamber shall not be deemed to be in default if Chamber commenced such cure within said thirty (30) days period and thereafter diligently pursues such cure to completion. City's remedy provided in this provision is cumulative and shall in no way impair or prevent City from pursuing any other remedies at law or in equity. In the event of default on the part of the City, Chamber shall have such remedies as are provided by the laws of the state of South Dakota, to include specific performance.

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

16. **SEVERABILITY.** If any term or covenant of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent provided by law. No waiver of the breach of any provision of this Agreement shall be a waiver of any continuing or subsequent breach of the same or other provision in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and date first above written.

CITY OF MITCHELL, SOUTH DAKOTA

By _____
Jordan Hanson, Mayor

Attest:

Michelle Bathke, Finance Officer
(Seal)

MITCHELL AREA CHAMBER OF COMMERCE

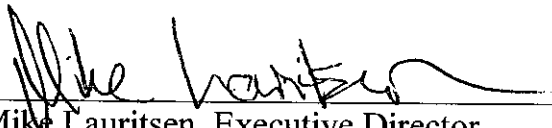
By  _____
Mike Lauritsen, Executive Director

EXHIBIT A

List of Specific Prepackaged Food Items Permitted to be Sold under Section 2 of the Agreement

Gift Baskets

Individual corn suckers

Large packages of saltwater taffy of no less than thirty (30) pieces

Summer sausages

Specialty jams, jellies, honey, etc.

Unpopped popcorn

Seasonings and cooking mixes

Packages of tea and coffee beans or grounds

Cheese spread, salsa and sauces

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:	April 21, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	612-43240-43406, \$1,250,000		
Agenda Item:	Action to Approve Agreement #A2025-31, Solid Waste Management Program Grant for Purchase of Tractor-Scraper at Landfill with the South Dakota Department of Agriculture and Natural Resources		
Explanation/Background of Agenda Item Requested:	City Council approved a grant application on January 6, 2025, to the South Dakota Department of Agriculture and Natural Resources (SD DANR) Solid Waste Management Program (SWMP) for a new tractor-scraper to be used at the Landfill. SD DANR has awarded the City a grant of up to 20% not to exceed \$241,000. Staff recommends council approval and to grant authorization for the Mayor to sign the grant agreement and other applicable documents.		

**South Dakota
Solid Waste Management Program
Grant Agreement**

Recipient City of Mitchell	Award Type Grant	ID Number 2026G-SW-104
Address 612 N Main St Mitchell, SD 57301	Date of Award March 27, 2025	Type of Action New
Certifying Officer (name, title, phone no.) Jordan Hanson Mayor of Mitchell (605) 995-8420	Total Project Cost \$1,207,730	SWMP Amount \$241,500

Project Title/Description Tractor-Scraper Purchase

The city of Mitchell is requesting funds to assist in purchasing a tractor-scraper to operate at the landfill, as the current scraper is approaching the end of its expected service life.

Award Conditions

General: The grantee covenants and agrees that it will expeditiously initiate and timely complete the project above described in accordance with this agreement in three years or less from the date of award. The grantee warrants, represents, and agrees that it will comply: (1) with all applicable provisions of SDCL Chapter 34A-6-1.3, SDCL Chapter 34A-6-61 and ARSD 74:05:10; (2) with any special conditions set forth in this agreement; and (3) with the attached Assurances, Terms, and Conditions.

Special: None

Offer

The State of South Dakota hereby offers assistance to the city of Mitchell for up to 20.0% of all approved total project costs not to exceed \$241,500 for the support of the approved project as described above (including all application modifications).

Signature of Award Official

Typed Name and Title

Jerry Scholt, Chairman
Board of Water and Natural Resources

Date

March 27, 2025

Acceptance

In accepting this award or amendment and any payment made pursuant thereto, (1) the undersigned represents that he/she is duly authorized to act on behalf of the recipient, and (2) the recipient agrees (a) to comply with the provisions of this agreement, and (b) any payments found by the State of South Dakota to have been overpaid will be refunded or credited in full to the State. To the best of my knowledge and belief, data in this agreement are true and correct.

Signature of Designated Official

By and On Behalf of The Recipient
Typed Name and Title

Date

Jordan Hanson, Mayor

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:	April 21, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	NA - Enterprise Fund		
Agenda Item:	Action to Approve Agreement #A2025-32, Real Estate Purchase West of Landfill with Jim River Ridge Farms		
Explanation/Background of Agenda Item Requested:	Staff is recommending the purchase of a 160-acre parcel of property located to the west of the landfill property from Jim River Ridge Farms. Please see the attached location map. The current landfill has solid waste being placed in cells one, two and three with the fourth cell constructed in 2023. There are a total of 14 cells that will be constructed at the current landfill. The 2024 landfill report stated that there is approximately 115 years of capacity remaining until final closure. The purchase agreement is for \$3,480,000 to be paid over 10 years. The current owner will still own the property, pay taxes and operate the property until the annual 10-year payments are complete. The parcel is irrigated from the City wastewater treatment lagoons. The City would be required to relocate the existing irrigation piping through the property to maintain irrigation to adjacent properties that are currently served when City improvements require it. The intent would be to lease the property once we take ownership until it is needed for landfill purposes. Staff recommends council approval and to grant authorization for the Mayor to sign.		

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”), made and entered into this ____ day of April, 2025, by and between Jim River Ridge Farms, LLP, a South Dakota limited liability partnership, hereinafter referred to as “Seller,” and the City of Mitchell, a South Dakota municipal corporation, hereinafter referred to as “Buyer.”

W I T N E S S E T H:

WHEREAS, Seller is the owner of the real property in Davison County, South Dakota, legally described as:

Southwest Quarter (SW1/4), Section One (1), Township One Hundred Two (102)
North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota;

which real property is hereinafter referred to as the “Property”; and

WHEREAS, Seller desires to sell and transfer the Property to Buyer, and Buyer desires to purchase the Property from Seller upon the terms and conditions described herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

1. Conveyance. On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, convey, transfer, warrant, and assign to Buyer, and Buyer shall purchase, acquire, and assume from Seller, the Property, together with all improvements thereon and all appurtenances attached thereto.

2. Purchase Price. In consideration of the conveyance of the Property by Seller to Buyer, Buyer agrees to pay Seller a total purchase price of three million four hundred and eighty thousand dollars (\$3,480,000) (the “Purchase Price”). Such sum will be paid by Buyer to Seller in ten (10) equal installments of three hundred forty-eight thousand dollars (\$348,000) with the first installment due on July 1, 2025 and each subsequent installment due on the same day of each of the next nine (9) calendar years.

3. Closing. The “Initial Closing” or “Initial Closing Date” shall be held on July 1, 2025, or as soon as possible following thereafter the satisfaction of all conditions contained in Section 5 below. The “Final Closing” or “Final Closing Date” shall be held upon the full and complete payment of the Purchase Price as set forth in Section 2 above. At the Final Closing, Seller shall transfer the Property to Buyer by good and sufficient Warranty Deed.

4. Special Terms of Transfer. The parties agree that the following additional terms shall apply to the transfer and will survive the Initial Closing:

- a. Seller shall retain ownership, possession, and control of the Property until the Final Closing, subject to the following terms:
1. Seller is responsible for maintaining and insuring the Property until the Final Closing.
 2. Seller shall pay all property taxes arising in relation to the Property until the Final Closing. Taxes at the Final Closing will be prorated to the Final Closing Date for taxes in the year of Final Closing (2034 and payable in 2035) and an offset to the final installment will be applied at the Final Closing reflecting this prorated amount. Buyer will then pay such prorated tax year 2034 property taxes in full when they become due in 2035.
 3. Seller, its affiliates, officers, directors, employees, agents, successors, and assigns will indemnify and hold harmless Buyer, its affiliates, officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of Seller's continued ownership, possession, use or maintenance of the Property up until the Final Closing, unless such loss is caused by the negligence, acts, omissions, fraudulent or intentional conduct of the Buyer, its affiliates, officers, directors, employees, agents, successors, or assigns.
 4. Seller will not grant, convey, transfer, assign or otherwise bestow any right in the Property to any other party without written consent from Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.
 5. The parties acknowledge that at the time of entering this Agreement, the Property is encumbered in relation to two loans held by Farm Credit Services of America. Seller shall take such actions as are necessary to remove such encumbrances prior to the Final Closing so that the Property is transferred free and clear of any such encumbrances. Seller will not allow any lien of any nature attach to the Property, other than the aforementioned disclosed encumbrance, without written consent from the Buyer.
 6. Seller shall keep the Property in good repair and shall not permit nor commit waste, impairment, nor deterioration of the Property.
 7. Buyer shall be responsible for relocating and reconnecting the irrigation lines passing through the Property and which serve other property owned, controlled or leased by Seller. Such relocation shall take place at the time Buyer removes or relocates the existing irrigation infrastructure or at the time it needs to be replaced, whichever occurs earlier; notwithstanding anything contained herein to the contrary, the foregoing covenant by and obligation of Buyer shall survive the Final Closing, run with the land and shall be included in the recorded Memorandum of this Agreement.
 8. Seller shall maintain ownership of the irrigation pivot and related equipment at the time of Initial Closing and shall remove the same from the Property by December 31 of the year of Final Closing, unless otherwise agreed by the parties.

- b. The parties shall not record this Agreement but shall record the memorandum of this Agreement to serve as notice to third parties of this transaction and the limitations it may provide as to the further transferability of the Property.

5. Conditions Precedent to Initial Closing.

- a. Survey. If Buyer elects, it may cause a survey of the Property to be prepared immediately for the purpose of locating and identifying the boundaries and locations of improvements of the Property (the “Survey”) and any encroachments into or out of the property boundaries. The cost of said Survey shall be borne solely by Buyer.
- b. Review of Title Commitment, Title Documents & Survey. Upon the execution of this Agreement, Seller shall promptly obtain and deliver to Buyer, a Title Insurance Commitment covering the Property (the “Commitment”). Buyer shall examine the Commitment, title documents, and Survey to the Property (collectively the “Title Documents”) and determine that no issues which may serve to cloud title are known to the Buyer, determined in the Buyer’s sole discretion to be exercised in good faith. Buyer shall be deemed to have accepted the Title Documents unless it shall deliver to Seller in writing any objections it may have with respect to the Title Documents within fourteen (14) days after receiving the Commitment or Survey, whichever occurs later. Within fourteen (14) days after Buyer’s written notice to Seller of said objections, Seller shall deliver to Buyer a statement addressing such objections. Provided, however, notwithstanding anything to the contrary contained herein, in no event shall Buyer have the right to make any objection to any of the Title Documents after July 17, 2025, and the same shall be deemed accepted by Buyer as delivered.
- c. Payment of Installments. Buyer shall pay all ten installments to Seller as described in Section 3 above, with the Closing date to coincide with the payment of the 10th and final installment payment in calendar year 2034.

6. Due Diligence. Buyer’s obligation to purchase the Property is specifically subject to a satisfactory inspection, test, and review of the Property any feasibility studies, zoning review, examinations, appraisals, or other non-invasive surveys or tests, and any other non-invasive test, review or inspection deemed necessary by Buyer. Notwithstanding the foregoing, Buyer acknowledges and agrees that its inspection, test, and review of the Property shall not include any environmental tests or assessments, and under no circumstance shall any such test or assessment be conducted at the Property without the prior written consent of Seller, which consent may be withheld in Seller’s sole and absolute discretion. The costs and expenses incurred in the due diligence review performed by Buyer shall be Buyer’s sole and exclusive obligation, risk, and liability. Buyer shall complete the due diligence review within 60 days of the execution of this Agreement and agrees to promptly commence its due diligence review. Buyer shall have reasonable access to the Property to conduct its inspections, tests, and due diligence review. Seller shall have the right to have a representative of Seller accompany the agents or designees of Buyer while they are on or about the Property. Buyer shall restore the Property to the same or similar condition as it was prior to Buyer’s access, and hereby indemnifies Seller from any costs, expenses,

or losses resulting from Buyer's tests, inspection, or presence at the Property. This indemnity will survive the Initial Closing or earlier termination of this Agreement. To the extent the due diligence review is not acceptable to Buyer, then Buyer shall have the option to terminate this Agreement on or before June 17, 2025. In such event, the parties hereto shall have no further rights, duties or obligations under this Agreement. If Buyer fails to object to any due diligence item on or before June 17, 2025 (or earlier, if set forth otherwise herein) then such objection shall be deemed waived and Buyer shall purchase the Property in its "As-Is" condition.

7. Seller's Representations and Warranties. Seller represents and warrants the following to Buyer, each of which representation and warranty shall be true and effective as of the date of the Initial Closing:

- a. Ownership. Seller has good and marketable fee simple title to the Property. At the Final Closing, Seller shall sell, transfer, convey and assign to Buyer fee simple ownership in the Property free and clear of any and all liens, mortgages, encumbrances, security interests, pledges and restrictions or other interest or obligations created by Seller or permitted or allowed to be placed against or on the Property by the acts or omissions of Seller after the Initial Closing, except as permitted pursuant to this Agreement or as set forth in the Commitment.
- b. Ability to Contract. Seller has the full right, power and authority to enter into this Agreement to sell and convey the Property to Buyer and this Agreement shall be a valid and binding obligation of Seller, subject to the terms and conditions contained herein.
- c. Proceedings. To the best of Seller's knowledge, there is no action, litigation, investigation, condemnation proceeding, judgment, executions, bankruptcies, zoning changes or any other proceeding of any kind outstanding, pending, or threatened, against Seller or any portion of the Property.
- d. Liens. No work has been performed or is in the process of being performed by Seller or at the direction of Seller, and no materials have been furnished to the Property or any portion thereof, which might give rise to mechanic's, materialman's or other liens against the Property.

8. Buyer's Representations and Warranties. Buyer represents and warrants the following to Seller, each of which representation and warranty shall be true and effective as of the date of the Initial Closing and as of the date of the Final Closing:

- a. Ability to Contract. Buyer has the authority to enter into this Agreement and this Agreement shall be a valid and binding obligation on Buyer, subject to the terms and conditions contained herein.
- b. Payment. Subject to the terms and conditions of this Agreement, upon the Initial Closing of this Agreement, Buyer agrees to pay Seller the Purchase Price in accordance with the terms of this Agreement.

- c. Familiarity with the Property. Subject to the completion of its due diligence investigation, Buyer is familiar with the physical condition of the Property, has inspected the same, and is taking the same in its “AS IS” condition without any warranty or guaranty by Seller.
- 9. Obligations at Final Closing. At the Final Closing, the following shall occur:
 - a. Seller shall deliver to Buyer the following executed documents:
 - (i) A good and sufficient Warranty Deed(s) for the Property;
 - (ii) Certificate(s) of Real Estate Value;
 - (iii) Such other documents as deemed reasonably necessary by Buyer or its counsel to transfer the Property to Buyer or as may be required pursuant to this Agreement.
 - b. Buyer shall deliver to Seller:
 - (i) Full and complete payment of the Purchase Price as described in paragraph 2 above; and
 - c. In addition to the items set forth above, Buyer and Seller shall cause the following deliveries to be made at the Final Closing or Initial Closing, as applicable:
 - (i) Any applicable Closing costs, title insurance, transfer fees, recording fees, etc. shall be paid equally by Seller and Buyer unless a different allocation is provided under another section of this Agreement;
 - (ii) Settlement statements showing the Purchase Price, and any adjustments thereto, if applicable; and
 - (iii) Any other documents as required effectuating the transfer of the Property, including any other documents required by the Title Company or Closing agent.

11. Funding Out Clause. At any time during the term of this Agreement, Buyer may terminate this Agreement for non-appropriation of sufficient funds or failure or refusal of the governing body of Buyer to approve or authorize the funds due hereunder needed to complete or partially complete the purchase contemplated herein regardless of the source of such funds. In such event, Seller shall retain any amounts paid by Buyer to Seller up to the time of termination.

12. Final Closing Year Crop. Buyer and Seller acknowledge and agree that Seller shall have the post-Final Closing right to enter upon the Property for the purposes of continuing to farm and harvest all crops located upon the Property through November 30th of the year of Final Closing.

13. Miscellaneous.

- a. Possession. Buyer shall be entitled to sole, exclusive and immediate possession and the right to occupy the Property upon the Final Closing, except as may be provided herein.
- b. Governing Law; Venue. This Agreement is subject to and shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota without regard to conflict of laws principles. All actions or proceedings arising directly or indirectly from this Agreement shall be brought in Davison County, South Dakota.
- c. Survival of Representations and Warranties. The representations and warranties contained herein shall survive and are and shall be deemed to be continuing representations and warranties for a period of three (3) years from the Final Closing Date.
- d. Counterparts/Facsimile/Electronic Signature. This Agreement may be executed by electronic signature, facsimile and in any number of counterparts as deemed appropriate by the parties, all of which taken together shall constitute one and the same instrument. Reproductions of original signature via pdf/scanned signatures shall be deemed an original for purposes of execution of this instrument.
- e. Time is of the Essence. It is expressly understood and agreed by the parties that time is of the essence in this Agreement.
- f. Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and also upon their respective heirs, representatives, successors and assigns.
- g. Severability. Should any provision in this Agreement be deemed unenforceable as to a particular circumstance or set of facts, the unenforceability shall be limited to such circumstance or set of facts and all remaining provisions of this Agreement shall remain fully binding and enforceable as between Seller and Buyer.

- h. Further Assurances. Each party, upon the request of the other, agrees to perform any further acts, and to execute and deliver any other documents, which are reasonably necessary to carry out the provisions of this Agreement.
- i. Entire Agreement; Waiver. This Agreement contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. A waiver of any term or provision shall not be construed as waiver of any other term or provisions or as waiver of subsequent performance of the same provision of this Agreement.
- j. Drafting Presumption. Buyer and Seller agree that they participated in the drafting of this Agreement and, in the event that any dispute arises in the interpretation or construction of this Agreement, no presumption shall arise that either one party or the other drafted this Agreement.
- k. Notices. All notices or demands given or required to be given hereunder shall be in writing and sent by United States registered or certified mail, postage prepaid, to the last known address of the parties, or at any other address to which the parties designate notices shall be sent.
- l. Brokers. Buyer and Seller each hereby represent and warrant to the other that no brokers or agents have been enlisted for this transaction and no brokerage, finders or other fees or commissions whatsoever will be owed or due to any party regarding this Agreement or the sale of the Property. Buyer and Seller each agrees to indemnify, defend and hold the other harmless from all cost, expense or liability, including reasonable attorneys' fees, for breach of this representation and warranty.

IN WITNESS WHEREOF, Buyer and Seller have hereunto executed this Agreement on the date and year first above written.

[signature page to follow]

SELLER:

JIM RIVER RIDGE FARMS, LLP

By: _____
By: Trent Johnson, Its: Partner

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF DAVISON)

On this _____ day of April, 2025, before me, the undersigned officer, personally appeared Trent Johnson, who acknowledged themselves to be a partner of the Jim River Ridge Farms, LLP, a South Dakota limited liability partnership, and that in his official capacity, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

Subscribed and sworn to me this _____ day of April, 2025.

Notary Public – South Dakota
My Commission Expires: _____

(seal)

BUYER:

CITY OF MITCHELL, SOUTH DAKOTA

Jordan Hanson, Mayor

Attest:

Michelle Bathke, Finance Officer

(seal)

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF DAVISON)

On this _____ day of April, 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, a South Dakota municipal corporation, and that in their official capacities, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

Subscribed and sworn to me this _____ day of April, 2025.

Notary Public – South Dakota
My Commission Expires: _____

(seal)



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:	April 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 #R2025-28, Plat of Lot 7, Block 6 of Woodland Heights First Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot 7, Block 6 of Woodland Heights First Addition, a subdivision of Lot 3, Crane's Addition in the SE 1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by Ethan Coop Lumber. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 04-14-25.		

RESOLUTION #R2025-28

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 14th day of April, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 7, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 7, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

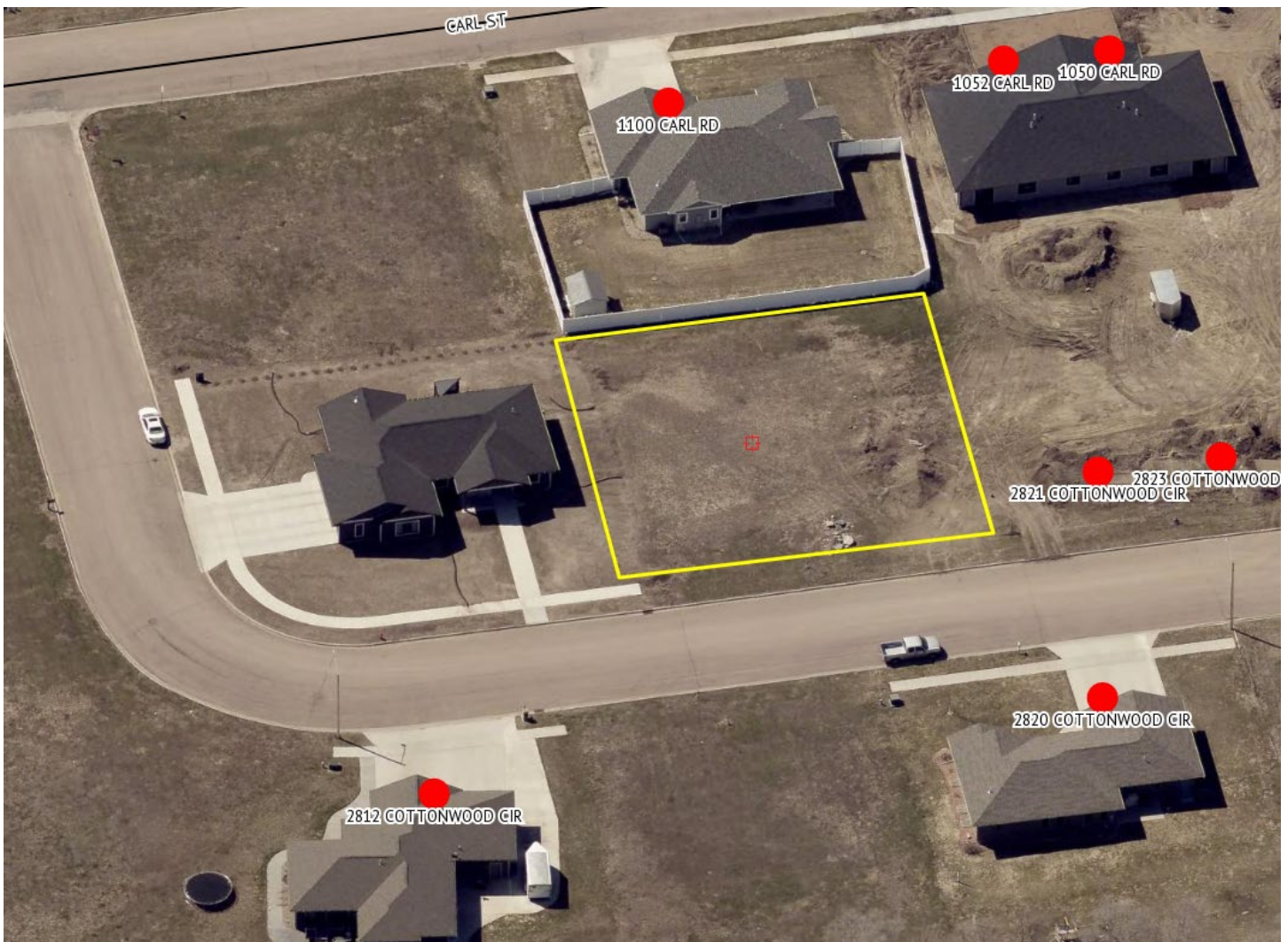
I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 21st day of April, 2025.

MAYOR

ATTEST:

FINANCE OFFICER

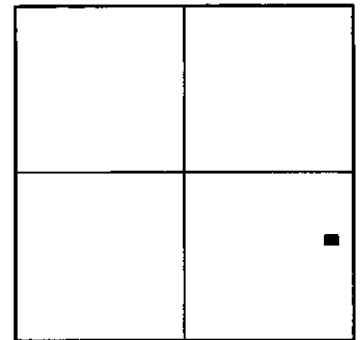
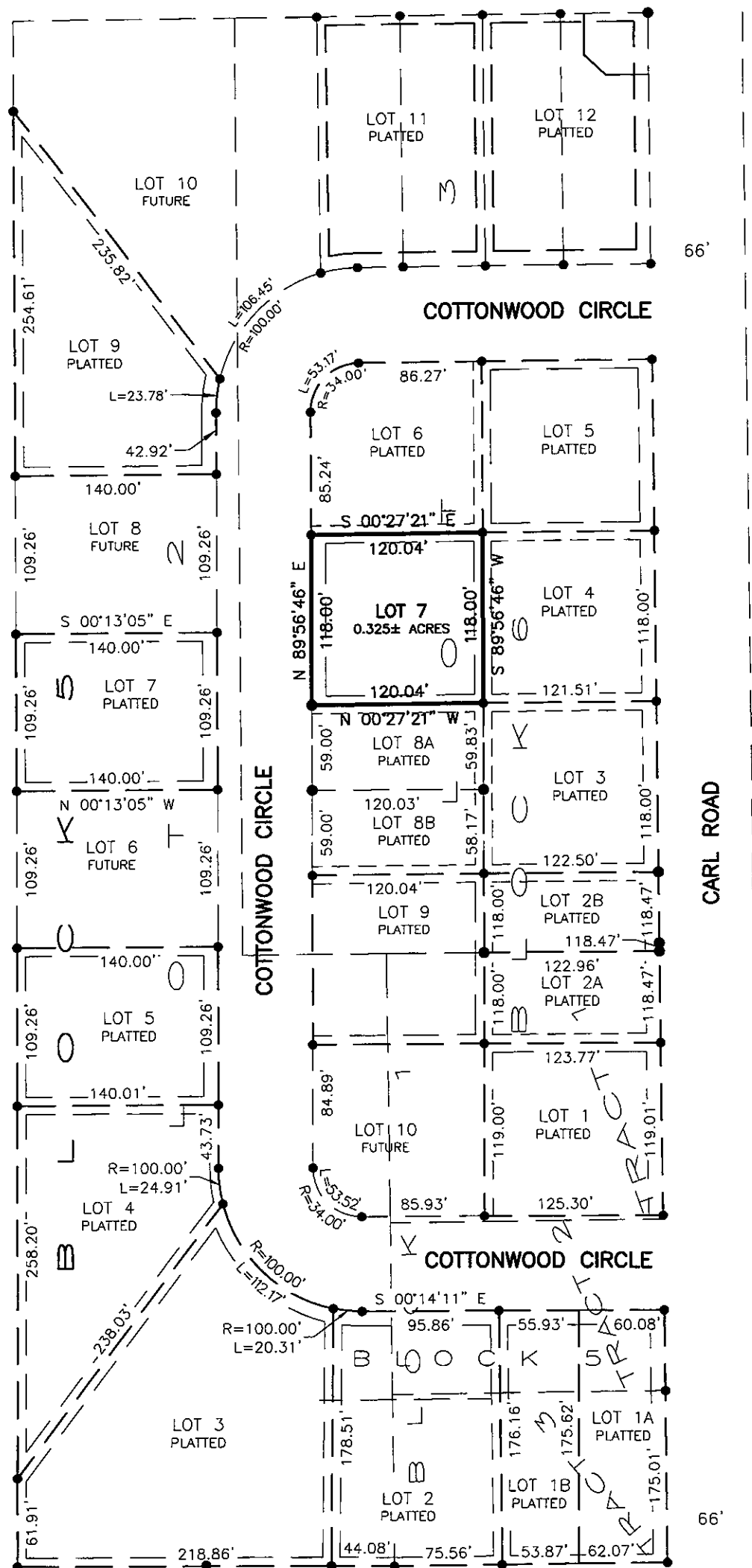
{SEAL}



SEC. 34, T 103 N, R 60 W



SCALE: 1" = 100'

LOCATION MAP
SCALE: 1" = 3000'**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

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

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

EASEMENTS WITHIN EACH LOT DEDICATED
BY THIS PLAT:

LOT 7, BLOCK 6:
10' UTILITY EASEMENT ALONG NORTH SIDE.
6' DRAINAGE AND UTILITY EASEMENT
ALONG EAST, WEST, AND SOUTH SIDES.

A PLAT OF LOT 7, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

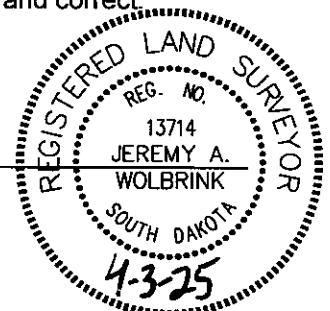
SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of Ethan Co-op Lumber Association, Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to March 28, 2025, survey those parcels of land described as follows: LOT 7, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 3rd day of APRIL, 2025.

Jeremy A. Wolbrink
Registered Land Surveyor #SD13714



SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301

Phone: (605) 996-7761

Fax: (605) 996-0015

A PLAT OF LOT 7, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2025; and
WHEREAS, it appears from an examination of the plat of LOT 7, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;
THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 7, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.
The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2025.

Finance Officer/Deputy Finance Officer, City of Mitchell

CERTIFICATE OF COUNTY TREASURER

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

Treasurer/Deputy Treasurer, Davison County Date _____

DIRECTOR OF EQUALIZATION

The undersigned hereby certifies that a copy of the plat of LOT 7, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

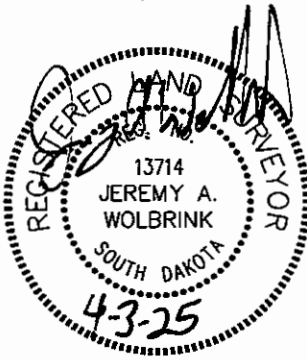
Director of Equalization/Deputy Director of Equalization, Davison County Date _____

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2025, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County By _____ Deputy



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	April 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 #R2025-29, Plat of Lot 10, Block 5, of Woodland Heights First Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot 10, Block 5, of Woodland Heights First Addition, a subdivision of Lot 2 and 3, Crane's Addition in the SE 1/4 of Section 34, T 103 N, Ro 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by Ethan Coop Lumber. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 04-14-25.		

RESOLUTION #R2025-29

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 14th day of April, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 10, BLOCK 5, OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 2 AND 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, RO 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 10, BLOCK 5, OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 2 AND 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, RO 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

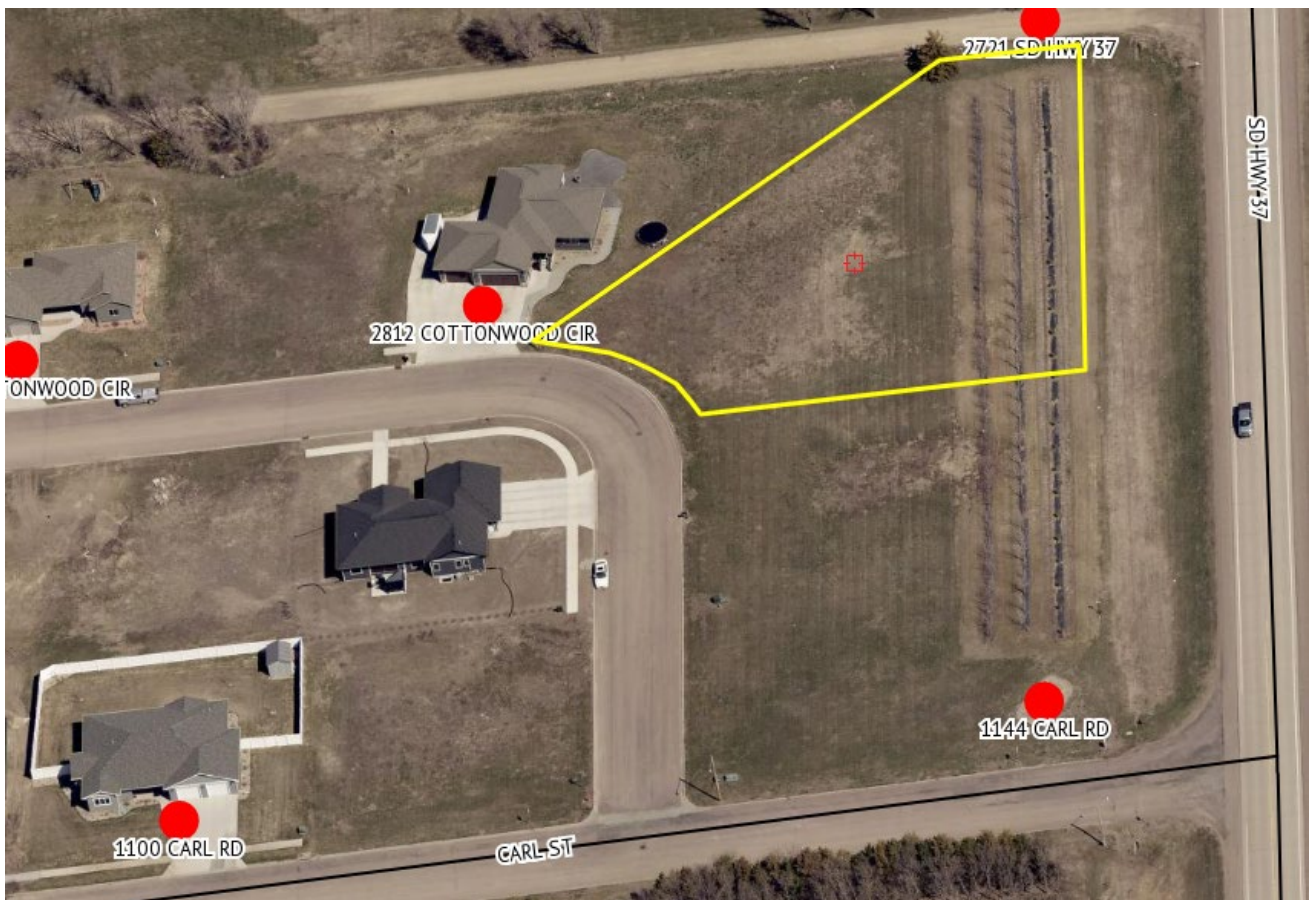
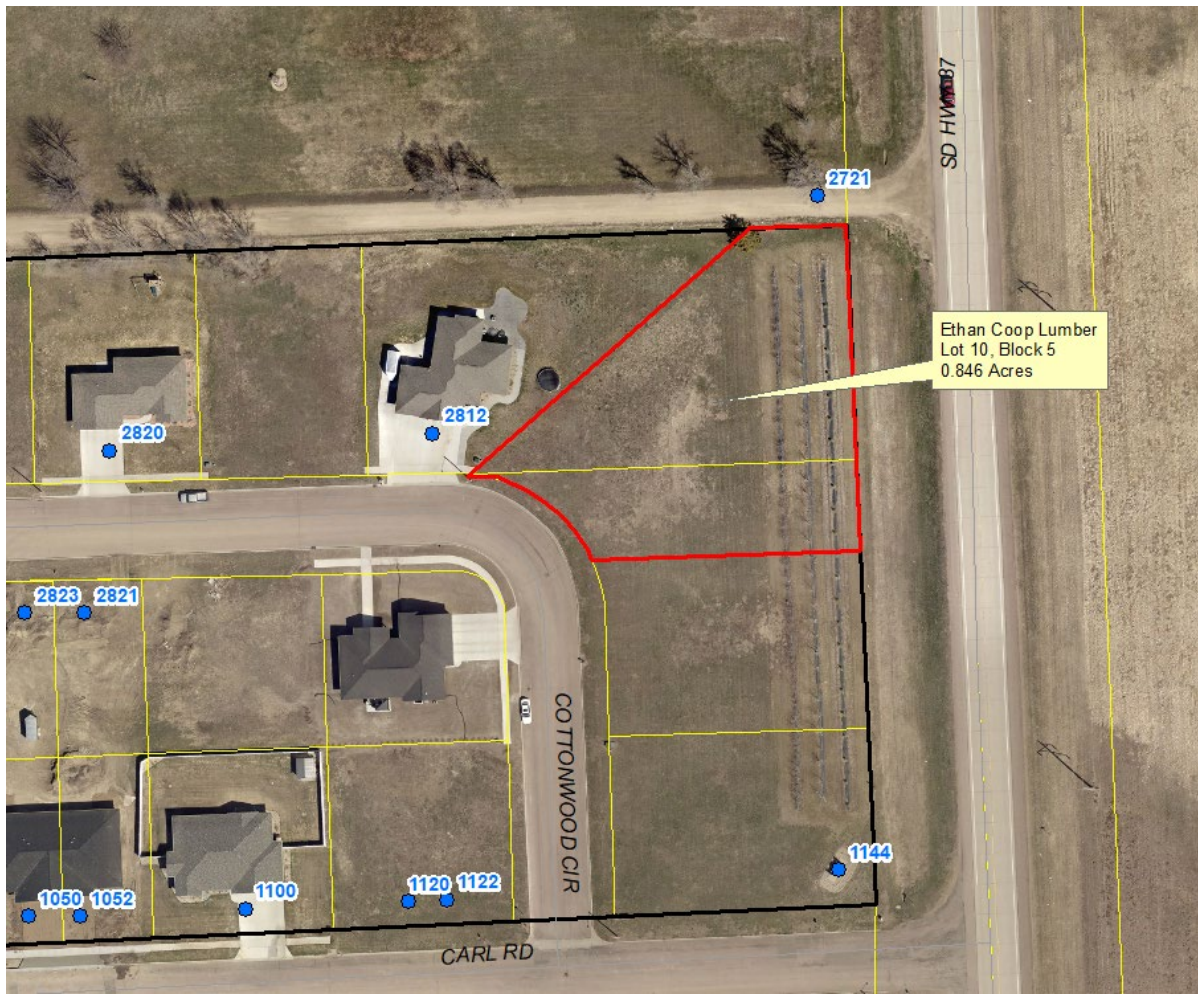
I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 21st day of April, 2025.

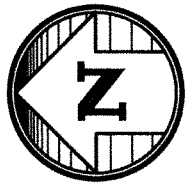
MAYOR

ATTEST:

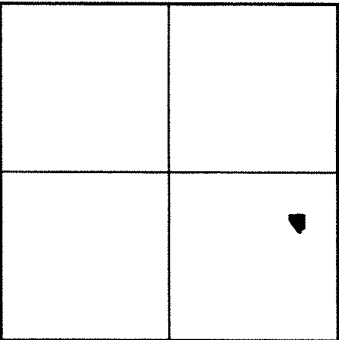
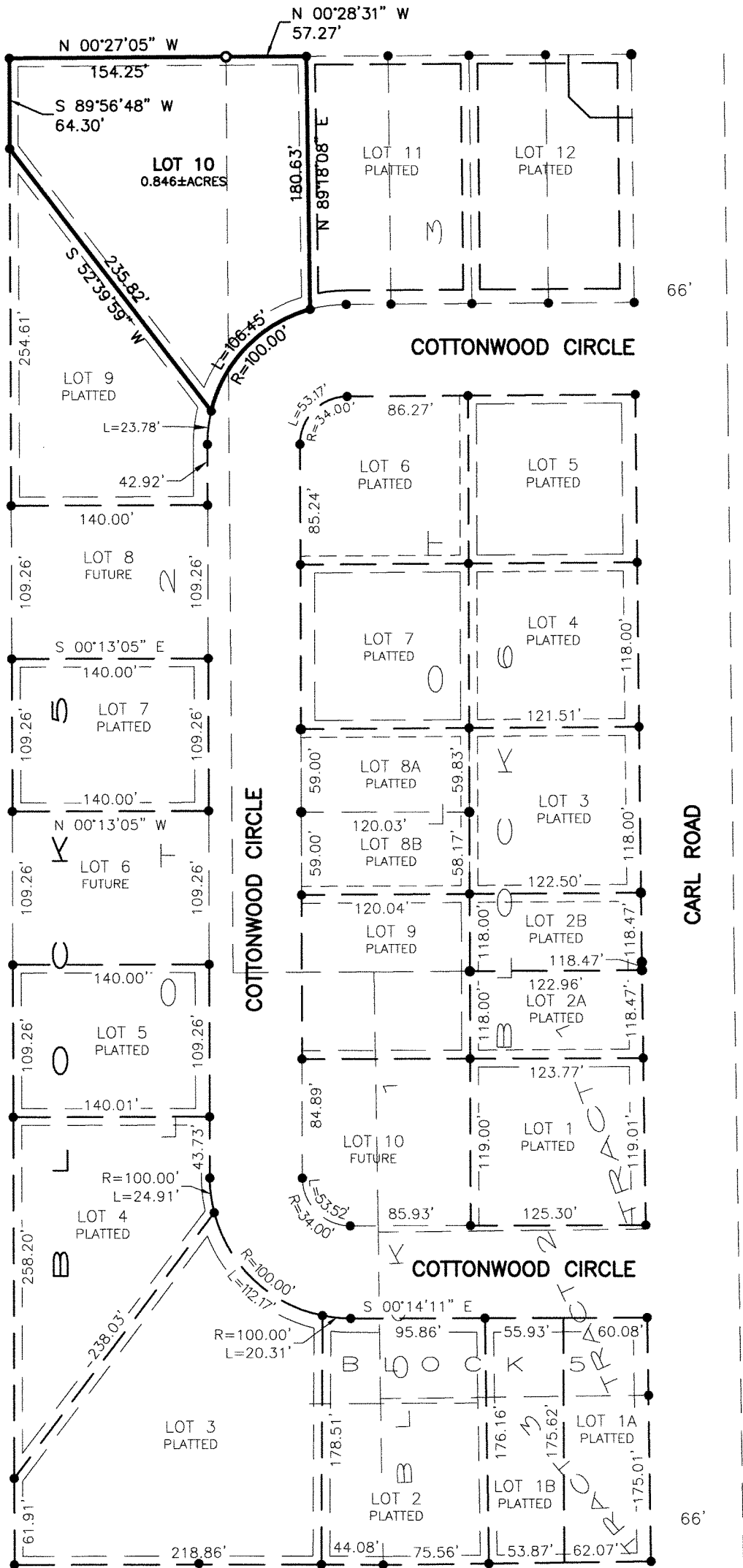
FINANCE OFFICER

{SEAL}





SCALE: 1" = 100'



LOCATION MAP
SCALE: 1" = 3000'

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

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

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

**EASEMENTS WITHIN EACH LOT DEDICATED
BY THIS PLAT:**

LOT 10, BLOCK 5:
10' UTILITY EASEMENT ALONG COTTONWOOD
CIRCLE.
6' DRAINAGE AND UTILITY EASEMENT
ALONG NORTHWEST, NORTH, EAST, AND
SOUTH SIDES.

A PLAT OF LOT 10, BLOCK 5 OF WOODLAND HEIGHTS FIRST ADDITION, A
SUBDIVISION OF LOTS 2 AND 3, CRANE'S ADDITION IN THE SE 1/4 OF
SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON
COUNTY, SOUTH DAKOTA

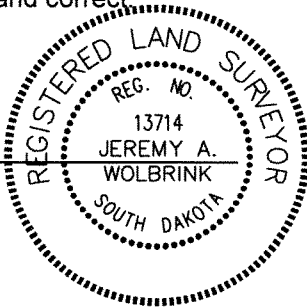
SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of
Ethan Co-op Lumber Association, Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to
March 28, 2025, survey those parcels of land described as follows: LOT 10, BLOCK 5 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION
OF LOTS 2 AND 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON
COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of _____, 2025.

Registered Land Surveyor #SD13714



SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301

Phone: (605) 996-7761

Fax: (605) 996-0015

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	April 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 #R2025-30, Plat of Lot 1 of Olinger Addition in the SW 1/4 of Section 33, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lot 1 of Olinger Addition in the SW 1/4 of Section 33, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Timothy & Whitney Olinger. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 04-14-25.		

RESOLUTION #R2025-30

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 14th day of April, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, 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 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, 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 April, 2025.

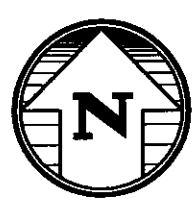
MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}





1 Inch = 300 Feet

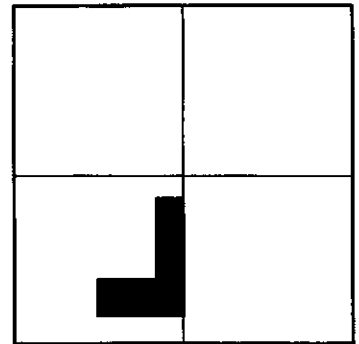
- LEGEND**
- = FOUND IRON MONUMENT
 - = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
 - 100' (P) = PLATTED BEARING OR DISTANCE
 - 100' = MEASURED BEARING OR DISTANCE
 - = SET NAIL
 - △ = SET SURVEY SPIKE
 - ▲ = FOUND SURVEY SPIKE
 - 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
 - = FOUND NAIL
 - ◇ = SET 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

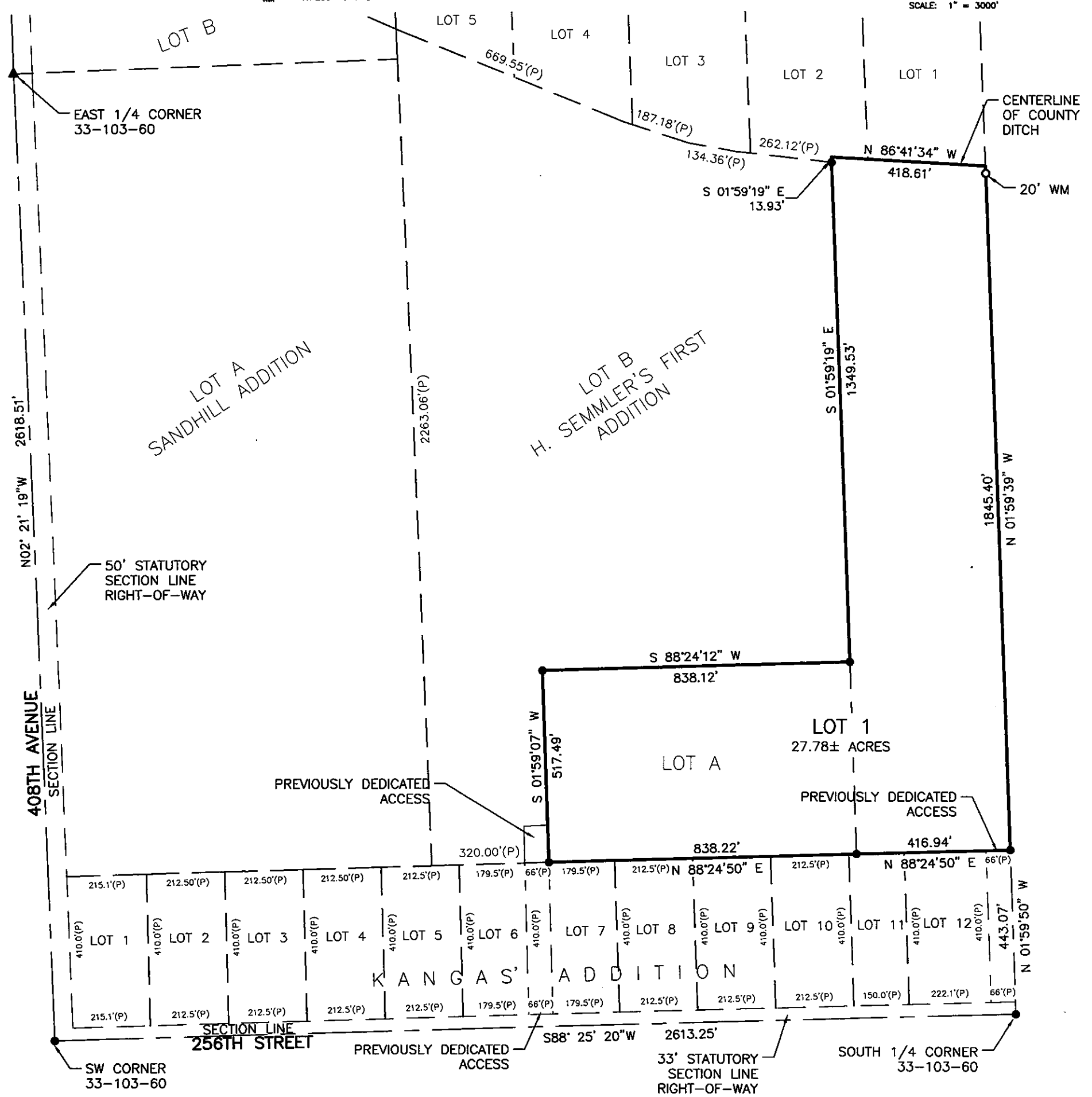
COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

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. 33, T 103 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'



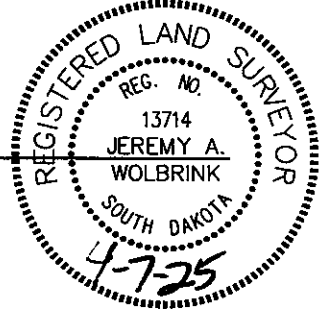
**A PLAT OF LOT 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33,
T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**
SURVEYOR'S CERTIFICATE

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 Timothy Olinger and Whitney M. Olinger, as owners, and under their direction for purposes indicated therein, I did on or prior to March 26, 2025, survey those parcels of land described as follows: LOT 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate LOT A OF H. SEMMLER'S FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 33, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, RECORDED IN PLAT BOOK 19 ON PAGE 41.

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 7th day of April, 2025.

Registered Land Surveyor #SD13714



SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOT 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, hereby certify that we are the absolute and unqualified owners of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in LOT A OF H. SEMMLER'S FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 33, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AND THE EAST 417 FEET OF THE SW 1/4 OF SECTION 33, T 103 N, R 60 W OF THE 5TH P.M., LYING SOUTH OF THE COUNTY DITCH, DAVISON COUNTY, SOUTH DAKOTA, LESS AND EXCEPT THE SOUTH 443 FEET THEREOF; 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 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, 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 1 shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists 256th Street. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system. ✓

This plat does hereby vacate LOT A OF H. SEMMLER'S FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 33, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, RECORDED IN PLAT BOOK 19 ON PAGE 41.

IN WITNESS WHEREOF, we have hereunto set our hands this 11 day of April, 2025.

Timothy Olinger
Timothy Olinger

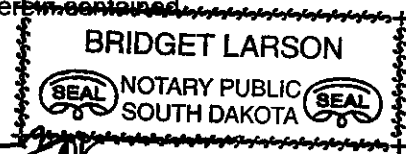
Whitney M. Olinger
Whitney M. Olinger

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

On this, the 11th day of April, 2025, before me, Bridget Larson, the undersigned officer, personally appeared Timothy Olinger and Whitney M. Olinger, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

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

Bridget Larson
Notary Public, South Dakota
My Commission Expires: 3/15/2020



RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, 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 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, 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 _____, 2025.

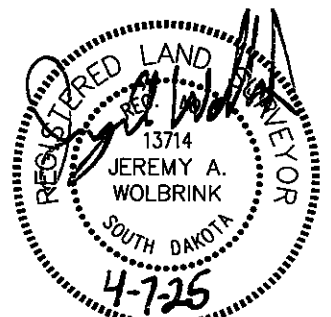
Chairperson/Vice-Chairperson of Mitchell City Planning Commission

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 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33,
T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2025; and

WHEREAS, it appears from an examination of the plat of LOT 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, 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 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, 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 _____, 2025.

Finance Officer/Deputy Finance Officer of City of Mitchell

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOT 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, 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 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, 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 _____, 2025.

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 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, 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 _____, 2025.

Chairperson/Vice-Chairperson, Board of County Commissioners of Davison County

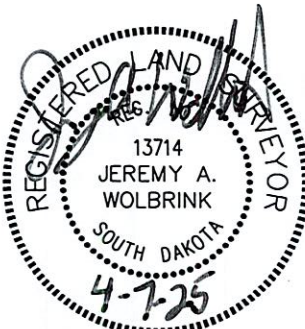
AUDITOR'S CERTIFICATE

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 _____, 2025, approving the above-named plat.

Auditor/Deputy Auditor of Davison County



& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



A PLAT OF LOT 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33,
T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

CERTIFICATE OF HIGHWAY AUTHORITY

The location of the existing approach(es) is hereby approved. Any change in the location of the existing approach(es) shall require additional approval.

By: _____ Title: _____ Date: _____
Highway Authority

CERTIFICATE OF COUNTY TREASURER

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

Treasurer/Deputy Treasurer of Davison County Date

DIRECTOR OF EQUALIZATION

I hereby certify that a copy of the plat of LOT 1 OF OLINGER ADDITION IN THE SW 1/4 OF SECTION 33, 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.

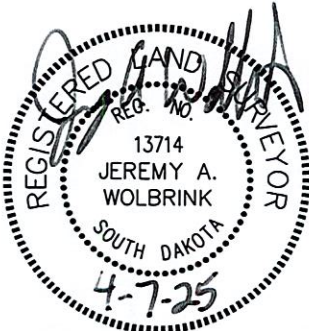
Director of Equalization/Deputy Director of Equalization of Davison County Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2025, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County By _____ Deputy



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

RESOLUTION #R2025-27

WHEREAS, The petitions and consent in writing of Mitchell School District No. 17-2, owner of Lots B and C, a Subdivision of Lot 1, the remainder of Lot 1, Lots 2, 3 and 4, Block 3; and Lots 1, 2, 3 and 4, Block 4; all in Hammer's Addition to the City of Mitchell, Davison County, South Dakota, as depicted on the plats recorded with the Davison County Register of Deeds in Book 1 of Miscellaneous Records on Page 164 and in Book 2 of Plats on Page 123 respectfully in due and proper for, are requesting the Governing Body of the City of Mitchell to vacate right-of way described as set forth below pursuant to the statutes in such cases made, and provided, particularly SDCL 9-45-7, et. Seq:

The portion of North Winsor Street which is adjacent to and abutting said Lots B and C, a Subdivision of Lot 1, the remainder of Lot 1, Lots 2, 3 and 4, Block 3; and Lots 1, 2, 3 and 4, Block 4; all in Hammer's Addition to the City of Mitchell, Davison County, South Dakota.

WHEREAS, true copies of which are attached to the Petition on file with the City Finance Officer.

WHEREAS, the petition was presented to the City Council of Mitchell, South Dakota, in a regular meeting assembled on the 21st day of April, 2025.

WHEREAS, this council did thereupon consider said petition and did find that said Petition and Consent in writing requesting and consenting to the vacation of said alley was signed by all the owners of property abutting the alley sought to be vacated; and,

WHEREAS, this Council did, by proper motion, made, seconded and carried in regular meeting assembled on the 21st day of April, 2025 deem it proper that the matter be proceeded with and did order that the said Petition be filed with the City Finance Officer and did order said Finance Officer to give notice of a hearing thereon, by publication, as required by law, that said Petition had been filed and that the same would be heard and considered by the Governing Body of the City on the 21st day of April, 2025 at 6:00 PM. In the Chambers of the City Council of the City of Mitchell Davison County South Dakota;

WHEREAS, said Council did meet to consider and hear said Petition on the 21st day of April, 2025 at the time and place specified in said Notice, and that the said Petition was duly heard and considered by this Council, the Petitioners and consideration of those objecting were heard by Council were presented in regards to said Petition, writing or otherwise; and,

WHEREAS, this Council having duly heard and considered said Petition finds:

1. That due notice of the hearing of said Petition was given by the City Finance Officer by publication of a Notice thereof in the form prescribed by law in the *Mitchell Republic*, a newspaper, printed and published in the City of Mitchell, South Dakota, for two (2) successive weeks, to-wit: April 2 and 9, 2025.
2. That the Petitioners are the sole owners of all of the property abutting the street right-of-way requested to be vacated and have requested that the said street right-of-way be vacated. Said owners having consented in writing to the vacation of the said street and which consent is made part of the said Petition.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, South Dakota, in a regular meeting, on the 21st day of April, 2025 that street identified as the portion of North Winsor Street which is adjacent to and abutting said Lots B and C, a Subdivision of Lot 1, the remainder of Lot 1, Lots 2, 3 and 4, Block 3; and Lots 1, 2, 3 and 4, Block 4; all in Hammer's Addition to the City of Mitchell, Davison County, South Dakota is hereby vacated.

Adopted by the Mitchell, South Dakota City Council in regular session this 21st day of April, 2025 with:

☐ Votes cast in favor of adoption
☐ Votes cast against adoption
☐ Votes abstaining

Jordan Hanson, Mayor

ATTEST:

Michelle Bathke, Finance Officer

(seal)

Document Prepared By:
Schmucker, Paul, Nohr & Associates
2100 North Sanborn Blvd.
Mitchell SD 57301
Phone: (605) 996-7761

PETITION FOR VACATION AND CONDITIONAL GRANT OF EASEMENT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA:

The undersigned, being the owner of real property abutting a portion of developed right-of-way (North Winsor Street) hereinafter described, hereby petitions this governing body, subject to the conditional easements included herein, to vacate said right-of-way pursuant to the statutes in such cases made, and provided, particularly SDCL 9-45-/, et. Seq., and the petitioner respectfully shows and represents the following:

1. Mitchell School District No. 17-2 owns Lots B and C, a Subdivision of Lot 1, the remainder of Lot 1, Lots 2, 3 and 4, Block 3; and Lots 1, 2, 3 and 4, Block 4; all in Hammer's Addition to the City of Mitchell, Davison County, South Dakota, as depicted on the plats recorded with the Davison County Register of Deeds in Book 1 of Miscellaneous Records on Page 164 and in Book 2 of Plats on Page 123.
2. The subject right-of-way to be vacated is that portion of North Winsor Street which is adjacent to and abutting said Lots B and C, a Subdivision of Lot 1, the remainder of Lot 1, Lots 2, 3 and 4, Block 3; and Lots 1, 2, 3 and 4, Block 4; all in Hammer's Addition to the City of Mitchell, Davison County, South Dakota.
3. An illustration of the portion of right-of-way proposed to be vacated is attached hereto and marked Exhibit "A" and by this reference is incorporated herein.
4. The above property constitutes all of the land adjoining the portion of North Winsor Street right-of-way sought to be vacated.
5. In the event the City of Mitchell proceeds with vacating the proposed portion of North Winsor Street right-of-way, and in consideration of the grant of such request to vacate, the party to this Petition (Granting Party), does hereby Grant, at the time such vacation is approved and effective, the following temporary easements:
 - A. To the respective service providers for the continued use, maintenance, repair and replacement of the utilities currently located within the vacated area, along with the right of ingress, egress, and temporary use of such adjacent space reasonable and supplementary to such use, maintenance, repair and replacement until such time that the proposed plat of North Winsor Street, marked Exhibit "B", is recorded at the Davison County Register of Deeds office. At the time of recording the 50' wide utility easement as shown and dedicated on said plat shall take affect and the temporary easements will expire.

WHEREFORE, Petitioners respectfully pray that the governing body order this Petition to be filed with the City Finance Officer, and direct that notice of the time and place when the Petition will be considered be given by publication once each week for two successive weeks; and that upon said hearing, the governing body adopt a resolution vacating the right-of-way in the manner requested in this Petition pursuant to SDCL 9-45-7 et seq.

Dated this 20th day of March, 2025.

Joe Childs, Superintendent
Mitchell School District No. 17-2

Theresa Kriese, Business Manager
Mitchell School District No. 17-2

STATE OF SOUTH DAKOTA))SS
COUNTY OF DAVISON)

Joe Childs, Superintendent of Mitchell School District No. 17-2, and Theresa Kriese, Business Manager of Mitchell School District No. 17-2, being duly sworn on oath, verify the statements contained in the foregoing Application and state the same are true to the best of Applicants' knowledge and belief.

Joe Childs, Superintendent
Mitchell School District No. 17-2

Theresa Kriese, Business Manager
Mitchell School District No. 17-2

Subscribed and sworn to before me this 20th day of March, 2025.

Notary Public, South Dakota
My Commission Expires: 6/30/2026



EASEMENT EXHIBIT 'A'

PROJECT NO. 24-15939

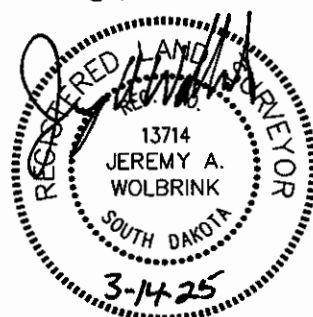
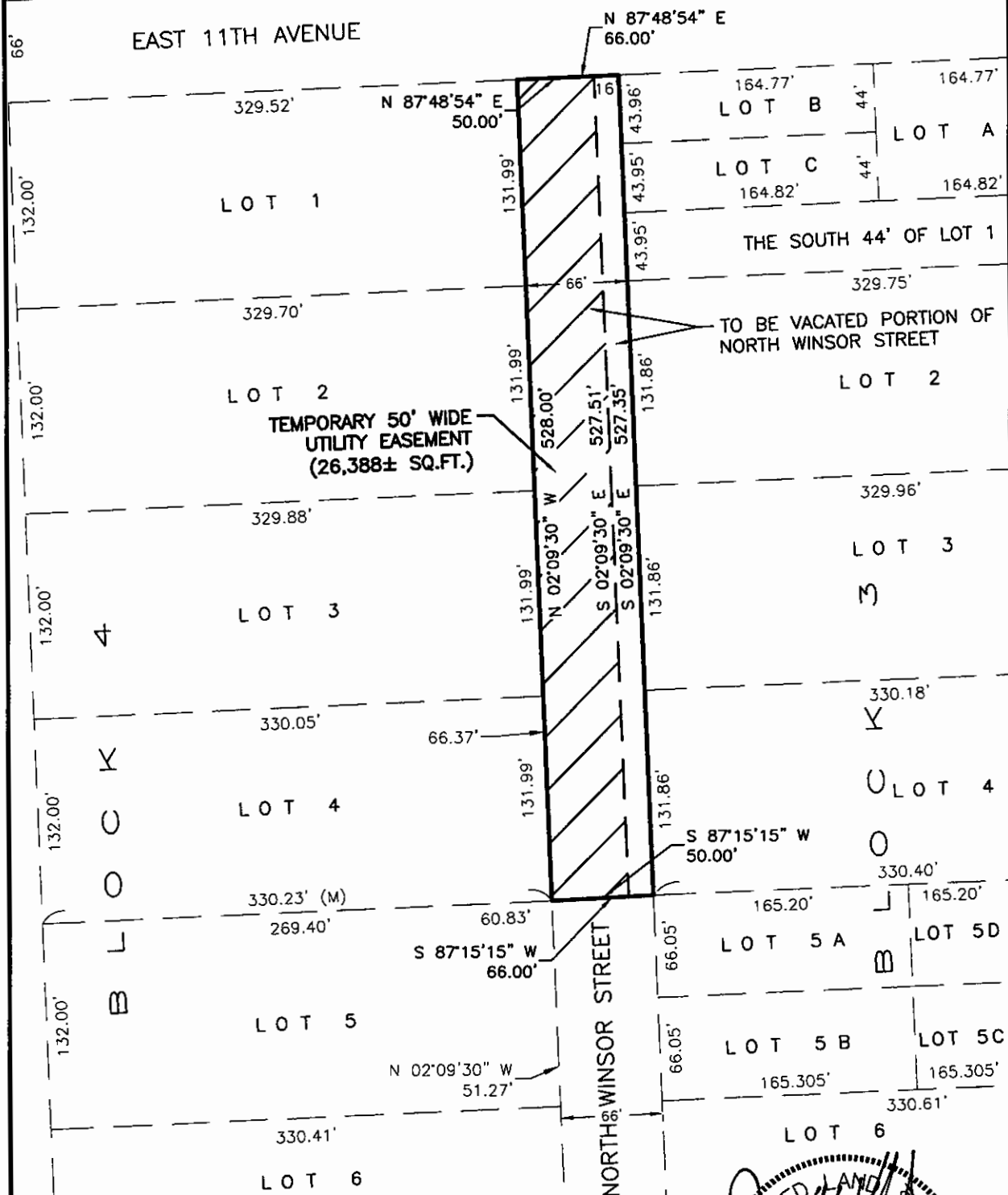


SCALE: 1" = 100'

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.

LEGEND

- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (R) = RECORD BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- ▲ = SET SURVEY SPIKE
- = FOUND NAIL
- ▨ = TEMPORARY UTILITY EASEMENT



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

EXHIBIT "A"
PAGE 2 OF 2

Exhibit "B"

SPN# 24-15939 SHEET 1 OF 3



1 Inch = 100 Feet

LEGEND

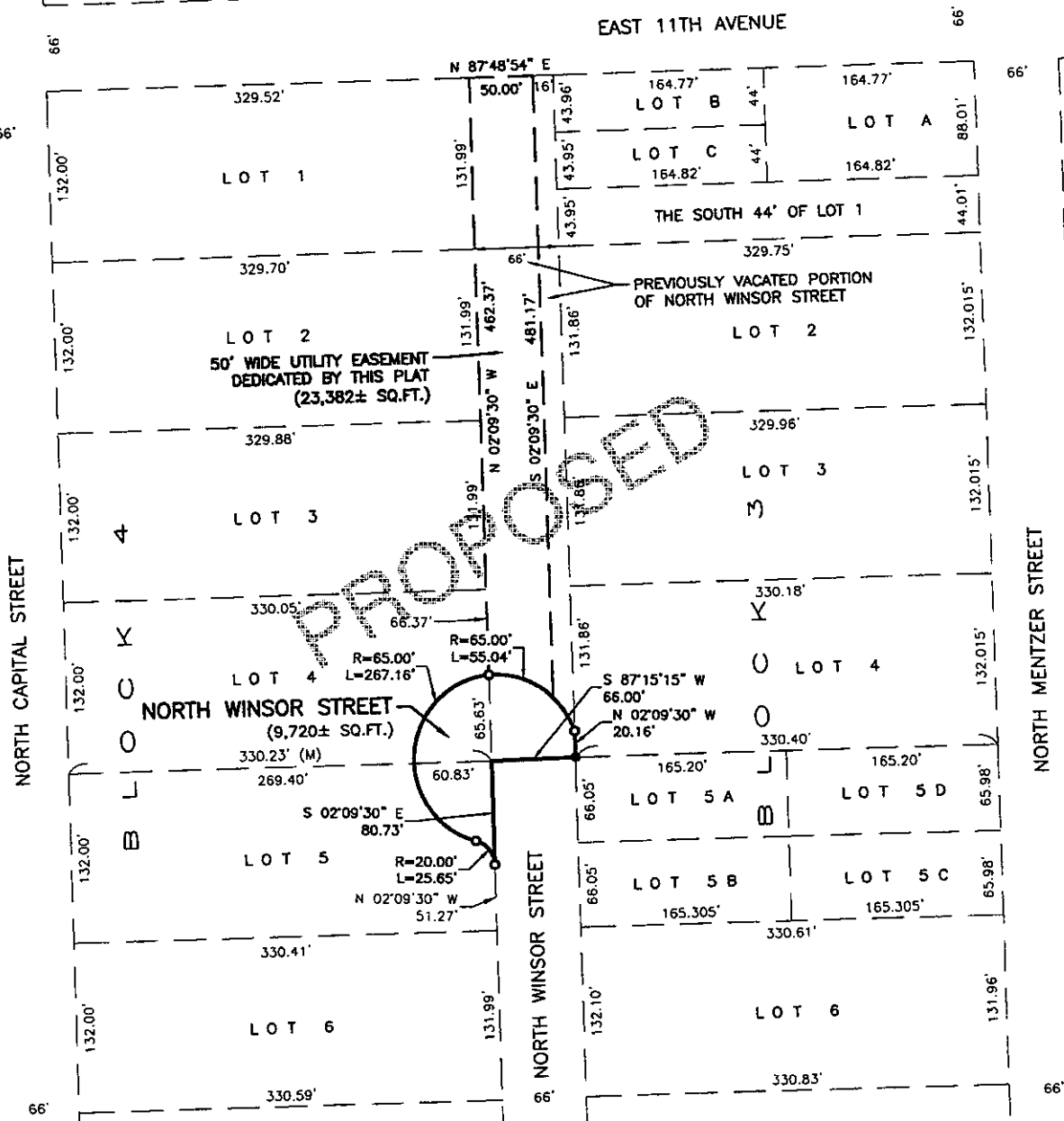
- - FOUND IRON MONUMENT
- - SET 5/8" X 16" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) - PLATTED BEARING OR DISTANCE
- 100' - MEASURED BEARING OR DISTANCE
- - SET NAIL
- ▲ - SET SURVEY SPIKE
- - FOUND NAIL
- ◇ - SET 3/8" X 12" SPIKE W/ WASHER JAW-13714
- WM - WITNESS MONUMENT

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.

SQUARE FOOTAGE BREAKDOWN:
PREVIOUSLY VACATED NORTH WINSOR STREET = 3,574± SQ.FT.
LOT 4, BLOCK 4 = 3,095± SQ.FT.
LOT 5, BLOCK 4 = 3,051± SQ.FT.



A PLAT OF NORTH WINSOR STREET, A SUBDIVISION OF A PORTION OF PREVIOUSLY VACATED NORTH WINSOR STREET RIGHT-OF-WAY AND PORTIONS OF LOTS 4 AND 5, BLOCK 4, HAMMER'S ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

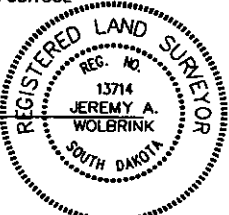
I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of the owner as listed in the Owner's Certificate, Dedication and Agreement of Protection of Water, and under its direction for purposes indicated therein, I did on or prior to March 4, 2025, survey those parcels of land described as follows: NORTH WINSOR STREET, A SUBDIVISION OF A PORTION OF PREVIOUSLY VACATED NORTH WINSOR STREET RIGHT-OF-WAY AND PORTIONS OF LOTS 4 AND 5, BLOCK 4, HAMMER'S ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of _____, 2025.

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 NORTH WINSOR STREET, A SUBDIVISION OF A PORTION OF PREVIOUSLY VACATED NORTH WINSOR STREET RIGHT-OF-WAY AND PORTIONS OF LOTS 4 AND 5, BLOCK 4, HAMMER'S ADDITION TO THE CITY OF MITCHELL, 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 Mitchell School District No. 17-2, 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 A PORTION OF PREVIOUSLY VACATED NORTH WINSOR STREET RIGHT-OF-WAY AND PORTIONS OF LOTS 4 AND 5, BLOCK 4, HAMMER'S ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at the request of Mitchell School District No. 17-2 and under its direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as NORTH WINSOR STREET, A SUBDIVISION OF A PORTION OF PREVIOUSLY VACATED NORTH WINSOR STREET RIGHT-OF-WAY AND PORTIONS OF LOTS 4 AND 5, BLOCK 4, HAMMER'S ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; Mitchell School District No. 17-2 hereby dedicates to the public, for public use forever as such, the portion of North Winsor Street being platted; and that development of the land included within the boundaries of said North Winsor Street shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists North Winsor Street. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of March, 2025.


Joe Childs, Superintendent
Mitchell School District No. 17-2


Theresa Kriese, Business Manager
Mitchell School District No. 17-2

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

On this, the 20th day of March, 2025, before me, Melinda Bamsey, the undersigned officer, personally appeared Joe Childs, as Superintendent of Mitchell School District No. 17-2, and Theresa Kriese, as Business Manager of Mitchell School District No. 17-2, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in the capacity therein stated and for the purposes contained within.

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


Notary Public, South Dakota
My Commission Expires 06/15/2026

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of NORTH WINSOR STREET, A SUBDIVISION OF A PORTION OF PREVIOUSLY VACATED NORTH WINSOR STREET RIGHT-OF-WAY AND PORTIONS OF LOTS 4 AND 5, BLOCK 4, HAMMER'S ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, is on file 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 NORTH WINSOR STREET, A SUBDIVISION OF A PORTION OF PREVIOUSLY VACATED NORTH WINSOR STREET RIGHT-OF-WAY AND PORTIONS OF LOTS 4 AND 5, BLOCK 4, HAMMER'S ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned does hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2025.

Chairperson/Vice-Chairperson of the City Planning Commission

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







NOTICE OF HEARING

TO: The City of Mitchell Planning Commission, City Council of the City of Mitchell, Mitchell South Dakota, and to the general public:

YOU ARE HEREBY NOTIFIED that Mitchell School District No. 17-2 has petitioned the City Council of the City of Mitchell, Davison County, South Dakota to vacate the following:

Petitioner requests to vacate the portion of North Winsor Street which is adjacent to and abutting said Lots B and C, a Subdivision of Lot 1, the remainder of Lot 1, Lots 2, 3 and 4, Block 3; and Lots 1, 2, 3 and 4, Block 4; all in Hammer's Addition to the City of Mitchell, Davison County, South Dakota.

The petitioner is the sole owner of the real property abutting the aforementioned Winsor Street, as they own the following real property;

Lots B and C, a Subdivision of Lot 1, the remainder of Lot 1, Lots 2, 3 and 4, Block 3; and Lots 1, 2, 3 and 4, Block 4; all in Hammer's Addition to the City of Mitchell, Davison County, South Dakota, as depicted on the plats recorded with the Davison County Register of Deeds in Book 1 of Miscellaneous Records on Page 164 and in Book 2 of Plats on Page 123.

You are hereby notified that a discussion and recommendation will be held by the Planning Commission on Monday, April 14, 2025, 12:00 P.M. (noon) in the City Council Chambers, City Hall, 612 N. Main St, Mitchell, SD and the public hearing by the City Council on Monday, April 21, 2025 at 6:00 P.M., in the City Council Chambers, City Hall, 612 N. Main St, Mitchell, SD to consider the petition and resolution vacating the said street. All interested parties may attend and be heard at the public hearing.

Dated this the 27th day of March, 2025

Michelle Bathke
Finance Officer

Published twice: April 2 and 9, 2025
Approximate Cost:

Mitchell School District 17-2
821 N capital St
Mitchell, SD 57301

MB Sigmund
1311 Northridge Rd
Mitchell, SD 57301

Jacob Schultz
908 N Winsor St
Mitchell, SD 57301

Jeanie Morgan
906 N Winsor St
Mitchell, SD 57301

Emily Ehlke
Luke Nagel
900 N Windsor St
Mitchell, SD 57301

Verbillion LLC
3213 W Main St
#231
Rapid City, SD 57702

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:	April 21, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2025-04, Providing for Staggering of Mayoral and City Council Elections		
Explanation/Background of Agenda Item Requested:	At the previous council work session, it was requested that an ordinance be presented that would provide for the staggering of the terms for our mayor and city council election cycles. Two versions of the ordinance have been provided: The first version would keep everyone on 3-year terms but move the mayor to his own year (currently no offices up for election that year). The second version moves everyone to 4-year terms. It would also change it so that only 2 council members are up for election in any given year. The mayor would also be up for election in one of those years during the 4-year election cycle. Other options were discussed last year with council, but only two have been brought for discussion at this point. If council wanted to see other options, council could provide direction on what they want to see and we would bring that back at the next meeting.		

ORDINANCE #O2025-

AN ORDINANCE PROVIDING FOR THE STAGGERING OF MAYORAL AND CITY COUNCIL ELECTIONS.

WHEREAS, The City of Mitchell's current standard election cycle has four city council members elected one year, four city council members and the mayor elected the following year, and no positions to be filled in the third year; and

WHEREAS, the cycle then repeats with position vacancies not altering the standard election cycle; and

WHEREAS, the City of Mitchell would like to stagger these elections so as to have the standard election cycle result in the election of four city council members one year, four city council members another year, and the mayor elected in the remaining year, with the cycle then repeating itself thereafter.

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

Section 1.

That a NEW SUBSECTION be added to Mitchell City Code Section 1-5-5:
MUNICIPAL ELECTIONS to read as follows:

“C. Staggering of Mayor and City Council Elections: In order to facilitate the staggering of elections for mayor and city council positions, the following provisions regarding temporarily changing the length of term for city elected officials shall apply:

1. For the mayoral election in 2027, which is the next standard election cycle for mayor, the term for the successful mayoral candidate in that election only shall be four years.
2. When that mayoral term ends in 2031, the term for the office of mayor shall revert to the standard three-year term provided by Section 1-5-2 of this code.
3. City council positions shall remain on their existing three-year election cycles with the standard three-year term provided by Section 1-5-3 of this code.
4. Given the above, the election schedule through the year 2031 will be: no officers for the year 2025; half of the city council (three-year terms) in 2026; half of the city council (three-year terms) and the mayor (a single four-year term) in 2027; no officers for the year 2028; half of the city council (three-year terms) in 2029; half of the council (three-year terms) in 2030; and the mayor (reverting to three-year terms) in 2031. All three groups of officers then stay on their respective cycle of being elected every three years for three-year terms.
5. Any vacancies for mayor or city council positions arising during a term shall be filled as provided by law. However, the filling of the vacancy for that position shall only be for the remaining term for the vacated position. The vacated

position shall remain up for election on the next standard three-year election cycle for that position.

Section 2.

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

Section 3.

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

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2025.

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

ORDINANCE #O2025-

AN ORDINANCE PROVIDING FOR THE STAGGERING OF MAYORAL AND CITY COUNCIL ELECTIONS.

WHEREAS, The City of Mitchell's current standard election cycle has four city council members elected one year, four city council members and the mayor elected the following year, and no positions to be filled in the third year; and

WHEREAS, the cycle then repeats with position vacancies not altering the standard election cycle; and

WHEREAS, the City of Mitchell would like to stagger these elections so as to have the standard election cycle result in the election of two city council members each year over four years, with the mayor also being elected in one of those years, with the cycle then repeating itself thereafter.

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

Section 1.

That a NEW SUBSECTION be added to Mitchell City Code Section 1-5-5:
MUNICIPAL ELECTIONS to read as follows:

“C. Staggering of Mayor and City Council Elections: In order to facilitate the staggering of elections for mayor and city council positions, the following provisions regarding temporarily changing the length of term for city elected officials shall apply:

1. In 2026, alderman seat one for each ward is up for election. In 2027, alderman seat two for each ward is up for election. In 2027, the mayor position is up for election. In 2028, there are no elected positions up for election.
2. Beginning in 2026, alderman seat one for wards one and two shall be elected for a single two-year term. In 2028, alderman seat one for wards one and two shall be elected for a four-year term and remain on four-year terms for every future election.
3. Beginning in 2026, alderman seat one for wards three and four shall be elected for a single three-year term. In 2029, alderman seat one for wards three and four shall be elected for a four-year term and remain on four-year terms for every future election.
4. Beginning in 2027, alderman seat two for wards one and two shall be elected for a single three-year term. In 2030, alderman seat two for wards one and two shall be elected for a four-year term and remain on four-year terms for every future election.
5. Beginning in 2027, alderman seat two for wards three and four shall be elected for a four-year term and remain on four-year terms for every future election.

6. Beginning in 2027, the mayor position shall be elected for a four-year term and remain on four-year terms for every future election.
7. Any vacancies for mayor or alderman positions arising during a term shall be filled as provided by law. However, the filling of the vacancy for that position shall only be for the remaining term for the vacated position. The vacated position shall then be up for election on the next scheduled election for that position.

Section 2.

That Mitchell City Code Section 1-5-2: MAYOR be AMENDED to read as follows:

“The mayor shall be the chief executive officer of the city and shall preside over the meetings of the common council. The mayor shall be elected by and from the voters of the city at large at the general municipal election, and shall serve a regular term of four (4) years, except as necessary to implement term staggering consistent with Section 1-5-5(C) below. Vacancy in the office of mayor shall be filled as provided by law. The mayor shall perform duties and exercise powers as provided by law and ordinance.”

Section 3.

That Mitchell City Code Section 1-5-3: CITY COUNCIL be AMENDED to read as follows:

“The city council shall be the general legislative body of the city. The city council shall consist of two (2) aldermen elected by and from the voters of each of the four (4) election wards of the city, and shall serve a regular term of four (4) years; except as necessary to implement term staggering consistent with Section 1-5-5(C) below. Vacancy in the office of alderman shall be filled as provided by law. The city council shall perform duties and exercise powers as provided by law and ordinance.

Section 4.

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

Section 5.

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 _____, 2025.

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

Keep 3 year terms- Stagger the Mayor's Term

Cycle	2023	2024	2025	2026	2027	2028	2029	2030	2031
Council 1	2023			2026			2029 (2032)		
Council 2	(2021)	2024			2027			2030 (2033)	
Mayor	(2021)	2024			2027 (one 4-year term)				2031 (2034)

4-year cycle- 2 Council each year + Mayor

Cycle	2023	2024	2025	2026	2027	2028	2029	2030	2031
Council 1 Seat 1 Wards 1 & 2	2023			2026 (2-year term)		2028 (2032)			
Council 2 Seat 1 Wards 3 & 4	2023			2026 (3-year term)			2029 (2033)		
Council 3 Seat 2 Wards 1 & 2	(2021)	2024			2027 (3-year term)			2030 (2034)	
Council 4 Seat 2 Wards 3 & 4	(2021)	2024			2027 (4-year term)				2031 (2035)
Mayor	(2021)	2024			2027 (4 year term)				2031 (2035)