



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
May 5, 2025

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: First Lutheran**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Automatic Supplements**
Parks-Sports Complex in the amount of \$1,668.50 from a donation of funds
 - D. Raffle Permits**
 - E. Purchase of Curbtender off of Sourcewell Contract-Project #2025-31**
 - F. Purchase of Payloader for Landfill off of Sourcewell Contract-Project #2025-33**
 - G. Special Event Permit Application MAC Triathlon on Saturday, June 7, 2025**
 - Street Closure (\$100 Fee)
 - H. Volunteer Board Appointments:**
 - Appoint Jeremy Gunkel to the Planning Commission Board to fill an unexpired term from May 2025-June 2027
 - Appoint Megan Luther to the Library Board for a term running from July 2025-June 2028
 - I. Change Order #1 to Michels Road & Stone Inc for SD Highway #37 Utilities Project #2021-45**
 - J. Set Date 1:30 PM, May 13, 2025 for Bid Opening for Asphalt Paving & Overlay Project #2025-15**
 - 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. Action to Set Date for Board of Adjustment Hearing 5-19-25

Shayna Loecker has applied for a conditional use permit to operate a Family Residential Daycare; located at 710 N Kittridge St, legally described as Lot A in Block 2 of Robert Wilkinson's Addition to the City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

First Presbyterian Church has applied for a conditional use permit to install and operate an electric message center in a residential district located at 500 E 5th Ave, legally described as the Lots 7-11, Block 8, C.S. Burr's Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

Todd & Nancy Boyd have applied for a Variance Permit for front yard setback (lake side) of 24' vs 35'. This is located at 155 S Harmon Dr, legally described as Lots 78 & 79 and the East 26' of Lot 80 of Indian Head Subdivision Lake Mitchell Development Plan, SW ¼ of Section 4, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned RL Lake Residential District.

Van Buskirk Homes LLC on behalf of Koch Premier Properties LLC has applied for a conditional use permit for multi-family dwelling units between 5-12 units; located at 1517 Lakeview Ln, legally described as Lot 9 and 10 of Lake Park Addition to the City of Mitchell in the SW ¼ of Sec 10-T103N-R60W of the 5th P.M., Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

Van Buskirk Homes LLC on behalf of Koch Premier Properties LLC has applied for a conditional use permit for multi-family dwelling units between 5-12 units; located in the 100 Block of Lakeview Ln, legally described as Lot 13 of Lake Park Addition to the City of Mitchell in the SW ¼ of Sec 10-T103N-R60W of the 5th P.M., Davison County, South Dakota. The said real property is zoned R3 Medium 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. Roger Musick Presentation on Visitor Spending

12. **Action to Approve the Application of Blarneys LLC dba Blarneys Sports Bar & Grille for a Special Event Malt Beverage & SD Farm Wine License located at Cadwell Park for June 14th, 2025 for the 1st Annual Blarneys Amateur Baseball Classic**
13. **Action to Approve Requested Partial Closure of Alley joining 6th and 7th between Main and Rowley Streets**
14. **Action to Approve Agreement #A2025-33, Water Modeling Continuing Services with AE2S**
15. **Action to Approve Agreement #A2025-34, Hitchcock Tennis Courts with SPN & Associates Project #2025-34**
16. **Action to Approve Resolution #R2025-31, Amending Water and Sewer Rates for 2025 by Implementing a Surcharge for CW-13, CW-15, and DW-08**
17. **Action to Approve Resolution #R2025-25, A Resolution Giving Approval to Certain Sewer Facilities Improvements; Giving Approval to the Issuance and Sale of a Revenue Bond to Finance, Directly or Indirectly, the Improvements to the Facilities; Approving the Form of the Loan Agreement and the Revenue Bond and Pledging Project Revenue and Collateral to Secure the Payment of the Revenue Bond; and Creating Special Funds and Accounts for the Administration of Funds for Operation of the System and Retirement of the Revenue Bond and Providing for a Segregated Special Charge or Surcharge for the Payment of the Bonds**
18. **Action to Approve Resolution #R2025-26, A Resolution Giving Approval to Certain Drinking Water Facilities Improvements; Giving Approval to the Issuance and Sale of a Revenue Bond to Finance, Directly or Indirectly, the Improvements to the Facilities; Approving the Form of the Loan Agreement and the Revenue Bond and Pledging Project Revenues and Collateral to Secure the Payment of the Revenue Bond; and Creating Special Funds and Accounts for the Administration of Funds for Operation of the System and Retirement of the Revenue Bond and Providing for a Segregated Special Charge or Surcharge for the Payment of the Bonds**
19. **Action to Approve Resolution #R2025-32, Creating Tax Increment District 41 and Approving Project Plan**
20. **Action to Approve Resolution #R2025-33, Creating Tax Increment District 42 and Approving Project Plan**
21. **Action to Approve Resolution #R2025-34, Vacation of Public Rights-of-Way, 16 foot alley in Bayside Overlook Subdivision (phase 1)**
22. **Action to Approve Resolution #R2025-35, Plat of Lots A and B, a subdivision of Lot 1 of the SE 1/4 of Section 17, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota**
23. **Action to Approve Resolution #R2025-36, Plat of Lot 2, Block 6 of the Woods First Addition**
24. **Action to Approve Resolution #R2025-37, Plat of Lots 1 and 2 of Singapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota**

- 25. Action to Approve Resolution #R2025-38, Property Annexation at 5213 Fiala Road**
- 26. Second Reading on Ordinance #O2025-04, Providing for Staggering of Mayoral and City Council Elections**
- 27. Motion to Adopt Ordinance #O2025-04, Request Public Comment, Roll Call**
- 28. Motion to Enter into Executive Session According to SDCL 1-25-2 (4) Negotiations**
- 29. 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 21, 2025
6:00 P.M.**

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

ABSENT:

PRESIDING: Mayor Jordan Hanson

AGENDA:

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

- a. City Council Minutes
 - 1. City Council April 7, 2025
- b. Committee Reports
 - 1. Planning Commission March 24, 2025
 - 2. Planning Commission April 14, 2025 (unsigned)
- c. Department Reports
 - 1. Sales Tax Collections (March)
 - 2. Finance (March)
 - 3. Building Permits (March)
 - 4. Police (March)
 - 5. Fire (March)
 - 6. Code Enforcement (March)
- 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 Recreation 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 for Marina & Jetty Improvements Project #2023-03 increasing the contract amount by \$8,607.17 to Soukup Construction Inc adjust contract amount to \$2,694,040.58
- j. Change Order #3 for Recycling Building Project #2021-30 increasing the contract amount by \$5,518.97 to WS Construction Management LLC adjust contract amount to \$2,262,029.20
- k. Pay Estimates April 21, 2025
Pay Estimate #55 in the amount of \$10,311.69 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group

Pay Estimate #56 in the amount of \$1,007.00 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group

Pay Estimate #13 in the amount of \$750.00 for Above Ground Storage Tank #2020-20 contracted to GeoTek Engineering

Pay Estimate #9 in the amount of \$180,161.10 for Recycling Building #2021-30 contracted to WS Construction Management

Pay Estimate #42 in the amount of \$3,060.00 for North Wastewater Improvements #2021-31 contracted to HDR Engineering

Pay Estimate #5 in the amount of \$47,118.24 for East Spruce Street Construction #2021-39 contracted to Rexwinkel Concrete

Pay Estimate #7 in the amount of \$2,838.75 for Wastewater Treatment Plant-Phase II #2022-01 contracted to GeoTek Engineering

Pay Estimate #27 in the amount of \$127,224.50 for Wastewater Treatment Plant-Phase II #2022-01 contracted to HDR Engineering

Pay Estimate #18 in the amount of \$9,673.75 for Water & Wastewater Fee Analysis #2022-22 contracted to HDR Engineering

Pay Estimate #12 in the amount of \$399.05 for Canal Bridge #2022-36 contracted to SD Department of Transportation

Pay Estimate #9 in the amount of \$1,503.50 for Jetty & Marina Improvements #2023-03 contracted to Shive Hattery

Pay Estimate #14 in the amount of \$10,478.75 for 2nd & 4th Construction #2023-21 contracted to McLaury Engineering

Pay Estimate #3 in the amount of \$12,247.00 for Lake Mitchell Tornado Shelter #2023-33 contracted to LL Jirsa, Architect

Pay Estimate #14 in the amount of \$2,437.50 for East 5th-Burr to Foster #2024-02 contracted to Brosz Engineering

Pay Estimate #7 in the amount of \$10,000.00 for Airport Snow Removal #2024-22 contracted to Quality Cut Lawn

Pay Estimate #7 in the amount of \$1,057.00 for Water Distribution System Model #2024-37 contracted to AE2S

Pay Estimate #1-Final in the amount of \$1,207,730.00 for Landfill Tractor Scraper #2025-02 contracted to Butler Machinery

Pay Estimate #2 in the amount of \$668.75 for Old Landfill Leachate Monitoring #2025-28 contracted to GeoTek Engineering

Pay Estimate #2 in the amount of \$958.75 for New Landfill Monitoring #2025-29 contracted to GeoTek Engineering

Pay Estimate #8 in the amount of \$3,913.96 for Municipal Hangar Construction AIP '33 contracted to Helms & Associates

Pay Estimate #4 in the amount of \$12,301.70 for Airport Runway 18/36 Reconstruction contracted to Helms & Associates

1. 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 30, 2025 – APRIL 12, 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 \$15,196.90, Human Resources \$4,601.44, Municipal Building \$5,484.67, Information Technology \$3,453.08, Police \$91,903.97, Traffic \$4,992.62, Fire \$40,833.39, Street \$33,079.68, Public Works \$26,505.05, Cemetery \$5,880.74, Library \$17,217.73, Recreation & Aquatics \$6,805.95, Recreation Center \$18,720.78 Sports Complexes \$11,316.84, Parks \$13,961.23, Supervision \$4,418.10, E911 \$21,318.53, Palace Transit \$32,669.27, JVCC \$2,134.07, Nutrition \$4,762.30, Airport \$2,669.37, Water Distribution \$16,601.72, Sewer \$15,673.79, Recycling Program \$7,632.17, Waste Collection \$6,864.87, Landfill \$10,410.45, Corn Palace \$18,115.16, Golf Course \$4,830.32, Emergency Medical Services \$39,103.98

NEW HIRES:

PARKS: William Bartscher-\$12.70, Arnold Eldeen-\$14.70, Ronald Jirsa-\$15.70, Steven Linke-\$15.70

RECREATION CENTER: Aaron Black-\$12.20

SALARY ADJUSTMENTS:

LANDFILL: Jaylon Tollefson-\$39.095, James Zard-\$28.499

PALACE TRANSIT: Kevin Kline-\$22.477

PUBLIC WORKS: Joseph Galpin-\$33.711

RECREATION CENTER: Adam Fosness-\$28.208

STREET: Mark Zard-\$27.119

TERMINATIONS:

E911: Kathy Brink

WARRANTS: 15th Round Boxing, Sports Authority Promo-\$1,500.00; 301 Rodz, Sports Authority Promo-\$1,000.00; A&B Business Solutions, Service-\$4,251.20; A-Ox Welding Supply, Supplies-\$230.33; Adam Schulz, Supplies-\$3,000.00; Advanced Engineering and Environmental Services, 2024-37 P.E. #7-\$1,057.00; AFLAC, Aflac Withholding-\$9,731.14; AFSCME Council 65, Union Dues-\$520.60; AJY LLC dba Centennial Carpet, Supplies-\$282.97; Alex Air Apparatus 2, Repair-\$4,148.29; Amazon Capital Services, Supplies-\$1,320.32; American Garage Door, Supplies-\$450.00; American Public Works, Membership Renewal-\$819.00; Aqua-Pure, Supplies-\$12,630.00; Associated Supply, Supplies-\$174.00; Avera Health Plans, Ambulance Refund-\$982.50; Avera Occupational Medicine, Screenings-\$1,025.00; Avera Occupational Medicine, Labs-\$219.60; Avera Queen of Peace, Supplies-\$237.70; B-Y Water District, Water Usage-\$55,297.41; Baker & Taylor, Book-\$11.39; Bender Sewer & Drain, Maintenance-\$1,185.00; Bierschbach Equipment & Supply,

Supplies-\$7,476.00; Big Daddy D's, Contract Services-\$4,471.20; Blackstone Publishing, Audiobooks-\$370.20; Brandon Manchester, Travel-\$150.00; Brosz Engineering , 2024-2 P.E. #14-\$2,437.50; Bryce Fuchs. Training-\$320.00; Buhl's Drycleaners & Linen, Services-\$50.00; Butler Machinery, Supplies-\$1,208,415.16; C&B Operations, John Deere Mower-\$68,259.85; Carolina Software, Repairs-\$500.00; Carquest Auto Parts. Supplies-\$119.99; Center Point Large Print, Books-\$97.08; Central Electric. Utilities-\$17,988.63; Century Link, Utilities-\$73.12; CHS Farmers Alliance, Supplies-\$318.00; Cindy Gerlach, Supplies-\$450.00; City of Mitchell, Golf Course Deductions-\$1,370.60; City of Mitchell, Recreation Deductions-\$2,469.62; City of Mitchell, Hotel Tax-\$6.00; Coborns, Contract Services-\$1,120.00; Column Software, Advertising-\$169.76; Connections, Employee Assistance-\$2,487.84; Core & Main, Supplies-\$23,883.89; Core-Mark, Supplies-\$1,620.41; Corn Palace, Supplies-\$224.00; Corporate Translation Service, Translation Services-\$97.47; County Fair, Supplies-\$1,176.90; Cuka Fencing, Supplies-\$2,919.61; Dakota Counseling, 2025 2nd Quarter Allocation-\$3,250.00; Dakota Fluid Power, Supplies-\$174.39; Dakota Heartland Development, 2025 2nd Quarter Allocation-\$6,250.00; Dakota Supply Group, Supplies-\$562.00; Dale's A-1 Transmission, Repair-\$125.00; Darrington Water Conditioning, Rental-\$54.00; Davison County Treasurer. Title Registration-\$53.40; Davison Rural Water Systems, Water Usage-\$183.85; Delta Dental Plan of South Dakota, Dental Insurance-\$17,315.10; Demco, Supplies-\$252.83; Department of Social Services, Child Support-\$359.54; Elfstrand's Ace Hardware, Supplies-\$2.48; Environmental Equipment & Services, Supplies-\$75.20; Etix, Ticking Fees-\$103.80; Fisher Scientific, Supplies-\$79.00; Fleetpride. Supplies-\$878.54; Flowbird America, Alarm Monitoring-\$69.00; Galls, Supplies-\$935.94; Gempler's, Supplies-\$168.14; Geotek Engineering & Testing, 2020-20 P.E. #13-\$5,216.25; Grainger, Supplies-\$502.15; Guardian Alliance Technology, Supplies-\$150.00; HDR Engineering, 2021-31 P.E. #42-\$139,958.25; Helms and Associates, AIP '33 Airport P.E. #8-\$16,215.66; Henry Schein, Supplies-\$5.30; Howes Oil, Supplies-\$18,045.00; I-State Truck Center, Supplies-\$139.66; Ican, Advertising-\$750.00; Identisys, Supplies-\$766.08; Infrastructure Design Group, 2020-20 P.E. #55-\$11,318.69; Ingram Library Services, Books-\$1,687.22; Interstate Office Products, Supplies-\$411.06; Interstate Tire & Auto Center, Supplies-\$1,020.00; Iverson, Supplies-\$88,246.21; John Hegg, Travel-\$59.30; Johnson Bros of South Dakota, Supplies-\$1,258.34; Jones Supplies, Supplies-\$1,140.13; Kathy Raymond, Services-\$583.00; Krohmer Plumbing, Supplies-\$1,177.80; Kromer, Supplies-\$304.52; L.L. Jirsa Architect, 2023-33 P.E. #3-\$12,247.00; Larry's I-90 Service, Supplies-\$1,805.05; Lawson Products, Supplies-\$371.38; Lookout Books, Books-\$262.65; M&T Fire and Safety, Supplies-\$3,660.00; MC&R Pools, Supplies-\$30.15; McLaury Engineering, 2023-21 P.E. #14-\$10,478.75; McLeod's Printing, Supplies-\$2,762.66; Menard's, Supplies-\$11,497.99; Midcontinent Communication, Utilities-\$106.01; Midcontinent Communication, Advertising-\$3,457.00; Midway Service dba Vollan Oil, Supplies-\$552.09; Midwest Fire & Safety, Service-\$1,301.00; Midwest Oil, Supplies-\$793.71; Midwest Turf & Irrigation, Equipment-\$273,655.00; Millborn Seeds, Improvements-\$11,693.16; Mitchell Area Community Triathlon, Sports Authority Promo-\$1,500.00; Mitchell Area Development, 2025 2nd Quarter Allocation-\$45,500.00; Mitchell Concrete Product, Supplies-\$656.00; Mitchell Convention & Visitors Bureau, Entertainment Tax Distributions-\$21,875.00; Mitchell Iron & Supply, Supplies-\$161.10; Mitchell Main Street and Beyond, 2nd Quarter Allocation/Sports Authority Promo-\$12,750.00; Mitchell Telecom, Utilities-\$3,013.52; Mitchell United Way, United Way Deductions-\$171.00; Mount Vernon School District, Contract Services-\$154.00; Mueller Lumber, Supplies-\$12.22; Muth Electric, Repair-\$4,804.96; Napa Central, Supplies-\$272.83; Niko Arnold, Reimbursement-\$320.00; Northwest Pipe Fittings, Repair-\$618.02; Northwestern Energy, Utilities-

\$61,360.70; One Source The Background, Background Check-\$308.00; Optilegra, Vision Plan-\$259.84; Overdrive, Ebooks-\$1,574.51; Porter Distributing, Supplies-\$223.20; Public Health Laboratory, Labs-\$102.00; Qualified Presort Service, Postage-\$370.80; Quality Cut Lawn & Tree Service, 2024-22R P.E. #7-2024-\$10,000.00; Quick Med Claims, Monthly Contract-\$5,337.31; Range Systems, Supplies-\$5,979.18; Rexwinkel Concrete, 2021-39 P.E. #5-\$47,118.24; Runnings Supply, Supplies-\$1,333.40; S&M Printing, Supplies-\$89.50; Saga Communications of South Dakota, Advertising-\$720.00; Sanford Health Mitchell, Supplies-\$80.00; Sanitation Products, Supplies-\$134.43; Santel Communications, Utilities-\$30.00; Schoenfelder Construction, Utilities-\$43,288.82; Schoenfelder Portables, Rentals-\$590.00; Scholastic Library Publishing, Books-\$24.58; Schumacher Elevator, Maintenance-\$382.50; South Dakota Department of Public Safety, Month Service-\$2,108.00; South Dakota Department of Transportation, 2022-36 P.E. #12-\$399.05; South Dakota Retirement System, Retirement Contributions-\$126,923.60; South Dakota State Historical Society, Book-\$35.59; South Dakota-Supplemental Retirement, Supplemental Retirement-\$3,350.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,097.50; South Dakota Municipal League, Work Comp Audit Billing-\$30,700.00; Sherwin-Williams, Supplies-\$654.85; Shive-Hattery, 2023-3 P.E. #9-\$1,503.50; Siteone Landscape Supply, Supplies-\$15,154.46; South Dakota Seamless, Supplies-\$3,387.21; South Dakota 811, Message Fees-\$263.55; Stalker Radar Applied Concepts, Equipment-\$9,579.00; Standard Insurance, Life Insurance-\$2,800.60; Staples, Supplies-\$1,038.50; Streicher's Minneapolis, Supplies-\$23.98; Sturdevants Auto Value, Supplies-\$2,255.08; Subway, Planning Commission Meals-\$62.93; Sun Gold Sports, Supplies-\$345.00; The Dugout, Contract Services-\$3,162.00; The Lodge at Deadwood, Travel-\$452.00; Thomas L Price, Screenings-\$350.00; Thomson Reuters West, Subscription-\$824.82; Thune True Value & Appliance, Supplies-\$861.64; TMA Stores, Maintenance-\$263.64; Toyne, Equipment-\$350,000.00; Upper Midwest Garage Door, Repair-\$330.10; Verizon Wireless, Utilities-\$1,103.26; Vestis, Supplies-\$174.56; Village Bowl, City Banquet-\$2,733.45; Walmart/Capital One, Supplies-\$227.14; WS Construction Management, 2021-30 P.E. #9-\$180,161.10; Xtreme Fire Protection, Inspection-\$350.00; Zimco Supply, Supplies-\$875.00; Ellwein Brothers, Supplies-\$2,668.70; Ellwein Brothers, Supplies-\$487.50; South Dakota Department of Revenue, Sales Tax Payment-\$24,198.85

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

CITIZENS INPUT:

Mitchell resident, Stewart Hanson, stated the City should be fiscally responsible and if subsidies are receiving funding, goals should be stated.

Jay Wempe of Michelle's Mad Batter stated vendor spots should be created equally and fairly at Mitchell events. If they cannot be, Mitchell vendors should be put first.

Corn Palace Director Dave Sietsema thanked the Corn Palace Board for the choice of entertainment for the 2025 Corn Palace Festival.

Elizabeth Luczak of Mitchell Main Street & Beyond stated First Fridays begin on May 2nd and the Dessert Rumble begins May 1st.

MAYOR & CITY COUNCIL DISCUSSION ITEMS:

Council Member Bathke thanked Mayor Hanson for helping to bring the boxing event to the Corn Palace, Bathke stated it was very organized and well attended.

Council Member Goldammer asked when the park bathrooms would be turned on. Mayor Hanson said they would be ready next week.

Council Member Tjarks asked about the change in the baseball program. Park and Rec Director Kevin Nelson stated the recreation center would offer instructional and in-town play, more competitive programs would belong to other leagues.

Mayor Hanson stated the new audio/visual equipment in Council Chambers should be installed in June.

Mayor Hanson stated the lake permitting process is on track.

Mayor Hanson updated Council on the rental inspection meetings and the committee may ask for some direction from Council on how to proceed.

BOARD OF ADJUSTMENT:

Moved by Goldammer, seconded by McCardle, 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 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. The property is zoned HB Highway Oriented Business District. The Planning Commission recommended approval of said application. Moved by Sabers, seconded by Goldammer, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of 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. The property is zoned R4 High Density Residential District. The Planning Commission recommended approval of said application. Moved by McCardle, seconded by Smith, to approve said application. Motion carried.

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

AWARD BID:

Bids were opened and read on Rock Chips Project #2025-10 on the 15th day of April, 2025. Moved by Smith, seconded by Sabers, to award, as follows:

**ROCK CHIPS
PROJECT #2025-10**

Spencer Quarries Inc, 25341 430th Avenue, Spencer, SD 57374

Item 1 \$19.60/ton

Motion carried.

Bids were opened and read on Petroleum Products Project #2025-13 on the 15th day of April, 2025. Moved by McCardle, seconded by Sabers, to award, as follows:

**PETROLEUM PRODUCTS
PROJECT #2025-13**

Jebro Inc, 2303 Bridgeport Drive, Sioux City, IA 51111

Item 1 \$697.52/ton

Motion carried.

CONSIDER APPROVAL:

Moved by Tjarks, seconded by Bathke, to approve Agreement #A2025-30, Corn Palace Service Agreement with Mitchell Area Chamber of Commerce in the amount of \$180,000.00 for the 2026 summer season. Motion carried.

Moved by Goldammer, seconded by McCardle, 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 up to 20% not to exceed \$241,500.00. Motion carried.

Moved by Tjarks, seconded by Barington, to approve Agreement #A2025-32, Real Estate Purchase West of Landfill with Jim River Ridge Farms in the amount of \$3,480,000.00. Motion carried.

RESOLUTION:

Moved by Tjarks, seconded by McCardle, to approve Resolution #R2025-28, Plat of Lot 7, Block 6 of Woodland Heights First Addition, as follows:

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.

Bathke abstained. Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Sabers, to approve Resolution #R2025-29, Plat of Lot 10, Block 5 of Woodland Heights First Addition, as follows:

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.

Bathke abstained. Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Barington, to approve Resolution #R2025-30, Plat of Lot 1 of Olinger Addition in the Southwest ¼ of Section 33, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by McCardle, to approve Resolution #R2025-27, Vacation of Public Rights-of-Way, a Portion of Winsor Street, as follows:

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.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Smith, seconded by McCardle, to place Ordinance #O2025-04, Providing for Staggering of Mayoral and City Council Elections, as amended, on first reading. Motion carried

EXECUTIVE SESSION:

Moved by Goldammer, 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 7:59 p.m. and the City Council to reconvene in regular session at 8:00 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 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.

A handwritten signature in blue ink, appearing to read "Kevin Genzlinger".

Kevin Genzlinger
Planning Commission Chairperson



Planning Commission 4-28-25
City Council Chambers, City Hall, 612 N. Main Street
April 28, 2025

1. Call to Order

Chairperson Genzlinger called the April 28, 2025 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

Quorum is met, simple majority vote required for all items.

Present: Doescher, Genzlinger, Havlik, Jirsa, Osterloo, Schmitz, Schreurs, Sonne.

Absent: None

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

3. Declaration Of Conflicts Of Interests

Sonne items #8, #9 and #14.

4. Approve Agenda

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

5. Approval of Previous Minutes: April 14, 2025

Motion by Jirsa, seconded by Schreurs to approve the proposed minutes of the April 14, 2025 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: May 12, 2025

Motion by Sonne, seconded by Havlik to set the date for the next Planning Commission Meeting for May 12, 2025. All present voting aye; motion carried.

7. Recommendation on Alley Vacation

Horseman's Sports, Inc; Rodeo Blues, LLC; L&R Anderson Ranch LLC; Cindy K. Krall Living Trust; Gerald W Johnson; Clifford R. & Becky Janene Jager; Gary & Monica Trabing; James D. & Susan M. Wright, John Krall Rev. Trust, Mary Krall Rev. Trust; Koupal Family Trust; Pamela J. Winegardner, Cynthia M. Dunlap, Marty Barington; have petitioned the City Council of the City of Mitchell, Davison County, South Dakota to vacate the following:

Petitioners request to vacate the 16 foot Alley as shown on the Plat of Bayside Overlook Subdivision (Phase I) in the SE ¼ of the SE ¼ of Section 4, T 103 N, R 60 W of the 5th P.M. in

the City of Mitchell, Davison County, South Dakota, as recorded with the Davison County Register of Deeds in Book PB 11, Page 13. Said Alley is located adjacent to Lots 1 through 10 in Block 1 and a parcel of land described as the SE Quarter of the SE Quarter (SE ¼ SE ¼) situated East of North Harmon Drive, except the South 300 feet of the East 150 feet, containing approximately 25 acres in Section 4, T 103 N, R 60 W of the 5th PM, less Blocks 1, 2 and 3 of Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13.

Jenniges gave an explanation of the petition and the location of the alley. Jenniges stated there are no city utilities in the alley and the road it abuts to on the west was vacated previously. Each abutting land owner would get 8' of the vacated alley. The applicants were not present to answer questions.

Genzlinger questioned why there was an alley platted in this location and staff could not answer because it was originally platted so long ago.

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

8. Plan Approval: Paul Groeneweg LLC

Jenniges gave an overview of the area of the 1800 block of East 1st Ave, which is zoned Neighborhood Shopping District. The applicant would like to build five buildings with six, three-bedroom apartments in each and one building with four, three-bedroom apartments, a coffee shop and a fitness center. There will also be 48 garages located on the north side of the property. These six buildings are in conjunction with the overall plan for TIF 41, which is the next agenda item. An applicant representative was present to answer any questions.

Schreurs questioned the drainage of the area to which Schroeder said they will be required to have a detention pond and there is a city storm sewer that goes through the property that they can tie into as well.

Genzlinger questioned whether there is enough parking for just the six buildings in this portion of the project and not include any parking to the south. Jenniges stated that because of the 48 garage stalls and a few parking spaces between a couple of buildings that there is enough parking.

Motion by Jirsa, seconded by Osterloo to approve the plan. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – abstain. 6 aye, 0 nay, 1 abstain; motion carried.

9. Hearing and Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #41

Jenniges gave an overview of the area and boundaries of where TIF #41 would be located.

The north portion is zoned Neighborhood Shopping and the south portion is zoned High Density Residential. He noted there was a notice published in the official newspaper. This TIF by Paul Groeneweg LLC is to create affordable housing and would have to follow the rental requirements for 80% of the state medium income. This project will be completed in two phases for the buildings portion. Phase one will include six buildings consisting of 34 three-bedroom apartments, a coffee shop and a fitness center. Phase two will include six buildings

consisting of 36 two-bedroom apartments, an outdoor pool area, a park with fire pit and 48 garage stalls. After these two phases are completed, the City of Mitchell will look at the completion of portions of S Mattie St. The existing true value of the land is \$364,837. Paul Groeneweg LLC has \$2,281,866 eligible TIF expenses and the City of Mitchell has \$2,020,000 TIF eligible expenses for a total of \$4,301,866 TIF eligible expenses on the project. The projected cumulative amount to be paid by the TIF is \$2,713,005. By year three or year four, the city will know how much the developer has spent in TIF-eligible expenses and how the project is coming in for the projected cumulative amount to be paid back. The City of Mitchell will use the difference the developer will recoup and the projected cumulative amount and put in a portion of Mattie Street with those remaining funds. The developer will receive his reimbursement prior to the city receiving any reimbursements. The applicant was present to answer any questions.

Don Petersen of Morgan Theeler, representing the applicant, stated this developer requested a TIF a few years ago, and it is mostly built out already. The plan is to have phase one completed by November 2025. He also noted that they do not increase the anticipated new tax revenue from year to year and that allows TIF's to be paid off early or, in this case, the city to be able to use more funds for Mattie St.

Steve Sibson thanked the board for having the TIF application online for him to review. He found an error on pg 18 for the City of Mitchell tax levi of \$.042509, and it should have been \$.0042509 as calculated on page 19. On page 21 he referenced the "but for" clause but based on City of Mitchell TIF guidelines and the need for rigorous assessment and economic impact, which he does not see within the plan and therefore, because of that, does not see anything that shows this project would not be possible without the TIF. He calculates this TIF shorting the county \$28,000 a year. A legislative audit done in 2022 showed the county was shorted \$300,000. The city adding more TIF's will only make that number get bigger.

Motion by Schmitz, seconded by Havlik, to set the boundaries for TIF District #41 to include the following:

LOTS ONE (1), TWO (2), THREE (3), FOUR A (4A), FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8), IN BLOCK ONE (1), AND LOTS THREE (3), FOUR (4), FIVE (5) AND SIX A (6A) IN BLOCK TWO (2), WOODS FIRST ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; AND

THAT PORTION OF SOUTH MATTIE STREET RIGHT OF WAY LOCATED BETWEEN EAST 1ST AVENUE ON THE NORTH AND EAST HAVENS AVENUE ON THE SOUTH, INCLUDING THE INTERSECTIONS AT SUCH LOCATIONS, TO THE EXTENT SUCH AREAS ARE SUBJECT TO THE CITY'S JURISDICTION;

Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – abstain. 6 aye, 0 nay, 1 abstain; motion carried.

Motion by Schmitz, seconded by Osterloo to approve the project plan and recommend approval of TIF District #41. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – abstain. 6 aye, 0 nay, 1 abstain; motion carried.

10. Plan Approval: Long Brothers LLC

Jenniges gave an overview of the area of 1100 S Burr St, zoned Highway Oriented Business District. The applicant would like to add onto their existing building. This would include six new bays. The additions would be three buildings of 50' x 115', 14' x 95' and 34' x 9'. All of these additions meet setbacks. Drainage work for the area would be completed with the proposed TIF, which is the next item on the agenda. Plans and renderings were provided in the packet. The applicant was present to answer questions.

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

11. Hearing and Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #42

Jenniges gave an overview of the area and boundaries of where TIF #42 would be located.

This is an economic development TIF. The applicant would like to add onto their existing building. This would include six new bays. The additions would be three buildings of 50' x 115', 14' x 95' and 34' x 9'. There are 15 existing employees and this could add up to 10 more employees. The business has been in the community for 40 years and is a three-generation business. The true tax base value is \$473,350. They are requesting \$340,105 of the possible \$416,665 TIF-eligible expenses. This boundary includes the abutting ROW because they will have to tie into the existing infrastructure and replace them back to their current surfaces. The projected cumulative amount to be paid is \$340,108.86, which would be paid back over 20 years. The applicant was present to answer questions.

Don Petersen of Morgan Theeler, representing the applicant, stated that this project wouldn't move forward without the TIF. They need the funds for the project to happen. The taxes on the property would remain the same if the project didn't happen, so the county isn't losing any property taxes generated from the TIF.

Steve Sibson wanted some clarification on the economic development part of the TIF because it says "up to 10 jobs" and "minimum of 10 jobs." Petersen answered that it should be up to 10 jobs for now with the possibility of more in the future.

Motion by Havlik, seconded by Sonne, to set the boundaries for TIF District #42 to include the following:

NORTH ONE HUNDRED FEET (N.100') OF BLOCK THIRTEEN (13), LESS LOT H-1, AND INCLUDING LOT AB2, WEAVER'S SQUARES ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; AND THOSE PORTIONS OF EAST IVY AVENUE AND SOUTH CAPITAL STREET ADJACENT THERETO;

All present voting aye; motion carried.

Motion by Schmitz, seconded by Havlik to approve the project plan and recommend approval of TIF District #41. All present voting aye; motion carried.

12. Plat: Bertha King

Plat of Lots A and B, a subdivision of Lot 1 of the SE 1/4 of Section 17, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota

Jenniges gave an overview of the plat. The applicant is platting this for estate planning purposes. There is an easement through the southwest corner of Lot A to get to Lot B. This plat is just outside the city limits and within the ETJ so therefore, it's the City of Mitchell's zoning jurisdiction. The county will hear this at their May meetings. The applicant was not present to answer questions.

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

13. Plat: CJM Consulting Inc

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

Jenniges gave an overview of the plat and the GIS location. This plat follows the master plan for the development and meets all zoning requirements. The applicant was not present to answer questions.

Schroeder noted a 10' drainage easement on the south side plat will be added prior to the council seeing it.

Motion by Osterloo, seconded by Jirsa to approve the plat with the 10' drainage easement on the south side. All present voting aye; motion carried.

14. Plat: JTZ Properties LLC

Plat of Lots 1 and 2 of Singapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota

Jenniges gave an overview of the plat and the GIS location. This plat is just outside the city limits and within the ETJ so therefore, it's the City of Mitchell's zoning jurisdiction. The county will hear this at their May meetings. This is the first step towards the future development of the area. The applicant was present to answer questions.

Motion by Jirsa, seconded by Havlik to approve the plat. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – abstain. 6 aye, 0 nay, 1 abstain; motion carried.

15. Other Business:

Jenniges announced that this would be Jirsa's last Planning Commission meeting. The mayor will be appointing someone to replace him at the next council meeting. Jenniges and Chairman Genzlinger thanked him for his years of service on the board.

16. Public Input:

None.

17. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:36 P.M.

Kevin Genzlinger
Planning Commission Chairperson

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

A local organization agreed to pay for half of the cost of replacement bases fro the eight softball fields within east and west complexes at Cadwell. The other half was budgeted. The donated amount is to supplement the amount not budgeted.

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

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

N/A

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

☒ yes ☐ no

Amount of funds received:

Funds received from:

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

The expense was incurred this year, and the offsetting revenue was received this year, as well.

Invoice



NEW REMIT TO ADDRESS:
BEACON ATHLETICS LLC
901 Deming Way, Ste 101
Madison, WI 53717
(800)747-5985

Page: 1
Invoice Number: 0607262-IN
Invoice Date: 03/19/2025

Invoice Due Date: **04/18/2025**

Order Number: 0368123
Order Date: 03/12/2025
Salesperson: STE
Customer Number: B57301B

Sold To:
MITCHELL, CITY OF
ACCOUNTS PAYABLE
1300 N MAIN
MITCHELL, SD 57301

Ship To:
JEREMY NIELSEN
MITCHELL CITY OF
1300 N MAIN ST
MITCHELL, SD 57301-1462

NOTICE

Effective immediately, please update your records with the following payment information:

- **ACH Payments:** ABA: 221970443, Account: 42028919
- **Mailing Address for Checks:** 901 Deming Way Suite 101, Madison WI, 53717 ATTN: Accounting

Customer P.O.	Ship VIA	F.O.B.	Terms			
	FEDEX GROUND		NET 30			
Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount (USD)
301-210-300	EACH	8.0	8.0	0.0	369.0000	2,952.00
DOUBLE SIDED HOME PLATE 3" THICK SOLID RUBBER						

Sign up for the Beacon Newsletter to receive product information, sales and specials, field tips, demonstration videos and more.

Go to <http://beaconathletics.com/beacon-newsletter/> to sign up.

Net Invoice: 2,952.00
Freight: 385.00
Sales Tax: 0.00
Invoice Total (USD): **\$3,337.00**

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: April 21, 2025

Organization: Mitchell Heart & Sole

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

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

Contact Information:

Name: Kourtney Dene

Address: PO Box 236

Phone #: 605-680-4023

Email: kourtney.denne@gmail.com

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

Dates of Ticket Sales: June 1-13, 2025

Date of Raffle Drawing: June 13, 2025

Value of Raffle Prize: \$6,000 Total Prizes

Proceeds Benefitting: Mitchell Heart & Sole

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

Date Received: 4-21-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 4-23-25

Organization: Moose Lodge 875

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

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

Contact Information:

Name: Carol Schoenfelder

Address: 2665 S. Rowley, Mitchell SD 57301

Phone #: 605-933-0804

Email: cschoenfelder@1.foguet501.com

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

Dates of Ticket Sales: 5-23-25

Date of Raffle Drawing: Saturday, July 19th

Value of Raffle Prize: \$500⁰⁰ per board, 250⁰⁰ pd out to winner per board

Proceeds Benefitting: Children & Youth Programs

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

Date Received: 4-23-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer: _____

MOOSE LODGE

54th ANNUAL RODEO

"STAKE YOUR CLAIM"

100 SQUARES per BOARD

\$5.00 A CHANCE

CAN WIN \$250.00 a BOARD

Buy a Square
Where you Think
the Horse will
Drop and Win

TO PURCHASE A CHANCE....

CONTACT

CAROL SCHOENFELDER:

605-933-0804

Saturday JULY 19th
10:30-12:00

4

5

9

10

14

15

16

17

18

19

WINNER!

20

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 04-22-2025

Organization: Mitchell Ducks Unlimited

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

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

Contact Information:

Name: Holly Thorpe

Address: 25346 400th Ave Mt Vernon SD 57363

Phone #: 605-630-0218

Email: dthorpe@santel.net

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

Dates of Ticket Sales: 08-01-25

Date of Raffle Drawing: 09-25-25

Value of Raffle Prize: \$ 5,000.00

Proceeds Benefitting: Conservation

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

Date Received: 4-23-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 5, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	612-43230-43410, \$300,000		
Agenda Item:	Purchase of Curbtender off of Sourcewell Contract-Project #2025-31		
Explanation/Background of Agenda Item Requested:	Requesting Approval for Purchase of Automated Curbtender for \$326,602 Staff requests City Council approval for the purchase of an automated curbtender for the Mitchell Waste Collection Department. The quoted price of the curbtender to be delivered to the City is \$326,602. The contract is with Sanitation Products, utilizing the Sourcewell Contract #110223-CRB for the described piece of equipment. Staff recommends City Council approval for the purchase of the curbtender.		

City of Mitchell
Attn: Kevin Roth
1405 W 8th Ave
Mitchell, SD 57301

4/17/25

Kevin,

Here's a quote on a new Curbtender automated truck. The quote will contain the following options.

- Curbtender Powerpak
- 27yd capacity
- Full eject
- Electronic proportional controls
- Hot shift PTO mounted on transmission
- Street level auxiliary rocker switches
- Bolt on residential grippers
- Air operated hopper cover
- Extended chute clean out doors
- RH clean out tool and holder
- 2 row body retention teeth
- Remote grease line tailgate cylinder
- LED stop/tail/turn
- LED work lights
- Curbtender camera system with 7" monitor
- Hopper camera
- Back up camera
- Service hoist with power unit

The freightliner M2 will contain the following options.

- M2-106
- Dual drive
- 350 hp cummins L9
- Allison automatic transmission
- 18,000 lb front axle
- 18,000 lb front suspension
- 46,000 lb rear axle
- 46,000 lb tufftrac suspension
- 80 gallon aluminum fuel tank
- Delivery to mitchell

The price on this package using Sourcewell contract 110223-CRB is \$326,602.00
Sincerely,

Sanitation Products

Ben Kreklow

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

8/15/2023

Resolution No. 2023_21

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker
and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

0EF5785E1EAD4CF...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS - August 2023

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Employee Benefit Administrative Products and Services

Requesting Board permission to Re-Solicit the following categories:

School Buses with Related Accessories, Supplies, Parts, and Services

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Industrial and Workplace Storage Systems with Related Accessories

Indefinite Delivery Indefinite Quantity Construction - California

NEW CONTRACTS

CONSENT AGENDA ITEMS

Supplier Name	Contract Number	Solicitation Title
Guidehouse, Inc.	051123-GUI	"Fleet Electrification Transition Planning, Management, and Related Services"
Hatch Associates Consultants, Inc.	051123-HAT	"Fleet Electrification Transition Planning, Management, and Related Services"
Highland Electric Fleets, Inc.	051123-HEF	"Fleet Electrification Transition Planning, Management, and Related Services"
ICF Resources, LLC	051123-ICF	"Fleet Electrification Transition Planning, Management, and Related Services"
InCharge Energy, Inc.	051123-INC	"Fleet Electrification Transition Planning, Management, and Related Services"
INF Associates, LLC	051123-INA	"Fleet Electrification Transition Planning, Management, and Related Services"
PA Consulting Group, Inc.	051123-PAC	"Fleet Electrification Transition Planning, Management, and Related Services"
Positive Energy, Inc.	051123-PST	"Fleet Electrification Transition Planning, Management, and Related Services"
Sia Partners, Inc.	051123-SIA	"Fleet Electrification Transition Planning, Management, and Related Services"
AXIS Insurance Company	051623-AXC	"Group Employee Benefits and Related Services"
Colonial Life & Accident Insurance	051623-CLA	"Group Employee Benefits and Related Services"
Lincoln National Group	051623-LNG	"Group Employee Benefits and Related Services"
MetLife, Inc.	051623-MET	"Group Employee Benefits and Related Services"
Reliance Matrix	051623-RLC	"Group Employee Benefits and Related Services"
Adroit Advanced Technologies	062723-ADT	"Alternative Student and Client Transportation Services"
Assist Services	062723-ARS	"Alternative Student and Client Transportation Services"
First Student	062723-FIR	"Alternative Student and Client Transportation Services"
HopSkipDrive	062723-HSD	"Alternative Student and Client Transportation Services"
Bentley Mills	061323-BPS	"Flooring Materials with Related Supplies and Services"
Division 9	061323-DV9	"Flooring Materials with Related Supplies and Services"
Forbo Flooring Systems	061323-FRO	"Flooring Materials with Related Supplies and Services"
Interface Americas	061323-IFA	"Flooring Materials with Related Supplies and Services"
Mannington Mills	061323-MMI	"Flooring Materials with Related Supplies and Services"
Mats, Inc.	061323-MAT	"Flooring Materials with Related Supplies and Services"
Milliken Services	061323-MAC	"Flooring Materials with Related Supplies and Services"
Mohawk Carpet Distribution	061323-MCD	"Flooring Materials with Related Supplies and Services"
Roppe Corporation	061323-RPP	"Flooring Materials with Related Supplies and Services"
Shaw Integrated and Turf Solutions	061323-SII	"Flooring Materials with Related Supplies and Services"
Tarkett USA	061323-TFU	"Flooring Materials with Related Supplies and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Genuine Parts Company - NAPA Integrated Business Solutions	110520-GPC	"Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions"
Unifirst Corporation	040920-UFC	"Uniforms with Related Products and Services"
CNH Industrial America	110719-CNH	"Ag Tractors with Related Attachments, Accessories and Supplies"

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
None		

IDIQ Contract Extensions

Company Name	Contract Number
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APPENDIX A Continued

Johnson-Laux Construction, LLC	MD-R1-GC04-052621-JLC	
Centennial Contractors Enterprises, Inc.	MD-R1-GC03-052621-CCE	
Step 1 Enterprises, LLC	MD-R1-GC01-052621-S1E	
Vigil Contracting, Inc.	MD-R4-GC01-052621-VGL	
Adrian L. Merton, Inc.	MD-R5-HVAC02-052621-ALM	
Centennial Contractors Enterprises, Inc.	MD-R3-GC02-052621-CCE	
Centennial Contractors Enterprises, Inc.	MD-R4-GC02-052621-CCE	
Bethel Electric Construction Company of Maryland, LLC	MD-R3-E01-052621-BEC	
Vigil Contracting, Inc.	MD-R2-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R4-E02-052621-VGL	
S-Works Construction Corporation	MD-R2-GC03-052621-SWC	
Paige Industrial Services, Inc.	MD-R3-GC03-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-E02-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-RW02-052621-PAI	
Vigil Contracting, Inc.	MD-R5-GC02-052621-VGL	
Adrian L. Merton, Inc.	MD-R4-HVAC02-052621-ALM	
Vigil Contracting, Inc.	MD-R4-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R5-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R2-E02-052621-VGL	
The Matthews Group	MD-R2-GC04-052621-TMG	
Paige Industrial Services, Inc.	MD-R5-GC03-052621-PAI	
Skyline Roofing, Inc.	MD-R2-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R3-RW01-052621-SKY	
Vigil Contracting, Inc.	MD-R2-GC01-052621-VGL	
Paige Industrial Services, Inc.	MD-R6-HVAC02-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-RW02-052621-PAI	
Paige Industrial Services, Inc.	MD-R6-RW02-052621-PAI	
Bethel Electric Construction Company of Maryland, LLC	MD-R1-E01-052621-BEC	
Paige Industrial Services, Inc.	MD-R3-PAC01-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-PAC02-052621-PAI	
Bethel Electric Construction Company of Maryland, LLC	MD-R4-E01-052621-BEC	
Bethel Electric Construction Company of Maryland, LLC	MD-R5-E01-052621-BEC	
Adrian L. Merton, Inc.	MD-R2-HVAC02-052621-ALM	
Vigil Contracting, Inc.	MD-R6-GC01-052621-VGL	
Vigil Contracting, Inc.	MD-R6-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R5-E02-052621-VGL	
Centennial Contractors Enterprises, Inc.	MD-R6-GC04-052621-CCE	
Vigil Contracting, Inc.	MD-R3-GC04-052621-VGL	
Vigil Contracting, Inc.	MD-R3-HVAC01-052621-VGL	
Nichols Contracting, Inc.	MD-R3-GC01-052621-NIC	
Bethel Electric Construction Company of Maryland, LLC	MD-R6-E01-052621-BEC	
Skyline Roofing, Inc.	MD-R1-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R5-RW01-052621-SKY	
Vigil Contracting, Inc.	MD-R6-E02-052621-VGL	
Nichols Contracting, Inc.	MD-R5-GC01-052621-NIC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R1-GC02-052621-FHP	
S-Works Construction Corporation	MD-R4-GC04-052621-SWC	
Paige Industrial Services, Inc.	MD-R6-GC03-052621-PAI	
Centennial Contractors Enterprises, Inc.	MD-R5-GC04-052621-CCE	
Bethel Electric Construction Company of Maryland, LLC	MD-R2-E01-052621-BEC	
Adrian L. Merton, Inc.	MD-R3-HVAC02-052621-ALM	
Paige Industrial Services, Inc.	MD-R6-PAC02-052621-PAI	
Place Services, Inc.	KY-E-GC01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp.	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
The Lusk Group	KY-NC-RW01-062420-LMC	

APPENDIX A Continued

The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
Tecta America Corp.	KY-NC-RW02-062420-TEA	
Tecta America Corp.	KY-E-RW02-062420-TEA	
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Place Services, Inc.	KY-W-E01-062420-PLS	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
The Lusk Group	KY-NC-HVAC02-062420-LMC	

**SOURCEWELL
STATE OF MINNESOTA**



Member Kicker moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

1/16/2024

Resolution No. 2024_02

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker, Dahlberg
and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - January 2024

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	None		
CONSENT AGENDA ITEMS	Requesting Board permission to Re-Solicit the following categories:		
	Equipment Rental Solutions with Related Services		
	Class 4-8 Chassis with Related Equipment, Accessories, and Services		
	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	Dasco Storage Solutions	110923-DASCO	"Physical Storage Systems and Equipment with Related Software and Services"
	DeBourgh Mfg. Co.	110923-DBM	"Physical Storage Systems and Equipment with Related Software and Services"
	Kardex Remstar	110923-KRS	"Physical Storage Systems and Equipment with Related Software and Services"
	Spacefile International Corp.	110923-SPCFI	"Physical Storage Systems and Equipment with Related Software and Services"
	Spacesaver Corp.	110923-SPC	"Physical Storage Systems and Equipment with Related Software and Services"
	Curbtender	110223-CRB	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	Labrie Enviroquip Group	110223-LEG	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	McNeilus Truck & Mfg.	110223-MCN	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	Scranton Mfg. Co.	110223-NWY	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	The Heil Co.	110223-THC	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
CONTRACT EXTENSIONS	CONTRACT EXTENSIONS		
	Supplier Name	Contract Number	Solicitation Title
	Ford Motor Company	101520-FMC	"OEM Automotive Parts and Supplies"
	Clark Equip. dba Bobcat-Doosan Construction	040319-CEC	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
	Gradall Industries	040319-GRD	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
	JCB, Inc.	040319-JCB	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
	Kubota Tractor Corp.	040319-KBA	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
	CNH Industrial America	032119-CNH	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
	Hyundai Construction Equipment Americas	032119-HCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
	Volvo Group North America	032119-VCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
	NEW IDIQ CONTRACTS		
	Company Name	Contract Number	Region - Type of Work
	None		
IDIQ Contract Extensions	IDIQ Contract Extensions		
	Company Name	Contract Number	
	Ohio Paving and Construction Company, Inc.	OH-R2-PA02-102021-OPC	
	McDaniel's Construction Corp., Inc.	OH-MBE-R3-GC01-102021-MCC	
	McDaniel's Construction Corp., Inc.	OH-MBE-R3-CC01-102021-MCC	
	The Lusk Group	OH-R2-C01-102021-LUS	
	McDaniel's Construction Corp., Inc.	OH-MBE-R4-GC01-102021-MCC	
	Air Force One	OH-R4-HVAC02-102021-AFO	

Johnson-Laux Construction, LLC	OH-R4-GC06-102021-JLC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R5-GC02-102021-FHP	
Air Force One	OH-R2-HVAC02-102021-AFO	
The Lusk Group	OH-R1-PA01-102021-LUS	
The Lusk Group	OH-R2-RW01-102021-LUS	
The Lusk Group	OH-R2-GC07-102021-LUS	
The Lusk Group	OH-R2-PA01-102021-LUS	
The Lusk Group	OH-R3-CC01-102021-LUS	
Centennial Contractors Enterprises, Inc.	OH-R2-GC02-102021-CCE	
Centennial Contractors Enterprises, Inc.	OH-R4-GC02-102021-CCE	
The Lusk Group	OH-R1-RW01-102021-LUS	
McDaniel's Construction Corp., Inc.	OH-MBE-R4-CC01-102021-MCC	
Genesis 1 Construction	OH-R2-GC06-102021-GNS	
Centennial Contractors Enterprises, Inc.	OH-R1-GC04-102021-CCE	
The Lusk Group	OH-R1-CC01-102021-LUS	
The Lusk Group	OH-R3-GC05-102021-LUS	
The Lusk Group	OH-R3-RW01-102021-LUS	
The Lusk Group	OH-R4-E02-102021-LUS	
The Lusk Group	OH-R4-PA01-102021-LUS	
Place Services, Inc.	OH-R1-E01-102021-PLA	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R3-GC03-102021-FHP	
The Lusk Group	OH-R3-E02-102021-LUS	
Place Services, Inc.	OH-R4-E01-102021-PLA	
Triton Services, Inc.	OH-R4-GC08-102021-TRS	
The Lusk Group	OH-R4-RW01-102021-LUS	
The Lusk Group	OH-R5-C01-102021-LUS	
The Lusk Group	OH-R5-CC01-102021-LUS	
The Lusk Group	OH-R2-CC01-102021-LUS	
The Lusk Group	OH-R4-C01-102021-LUS	
The Lusk Group	OH-R5-RW01-102021-LUS	
Air Force One	OH-R1-HVAC02-102021-AFO	
Air Force One	OH-R5-HVAC02-102021-AFO	
The K Company, Inc.	OH-R2-HVAC01-102021-TKC	
Ohio Paving and Construction Company, Inc.	OH-R2-C02-102021-OPC	
Place Services, Inc.	OH-R1-GC03-102021-PLA	
Place Services, Inc.	OH-R2-E01-102021-PLA	
Place Services, Inc.	OH-R2-GC04-102021-PLA	
Place Services, Inc.	OH-R3-E01-102021-PLA	
Regency Construction Services Inc	OH-R2-GC08-102021-REG	
The K Company, Inc.	OH-R4-HVAC01-102021-TKC	
McDaniel's Construction Corp., Inc.	OH-MBE-R5-GC01-102021-MCC	
Universal Contracting Corporation	OH-R4-GC05-102021-UCC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R4-GC03-102021-FHP	
Air Force One	OH-R3-HVAC02-102021-AFO	
The K Company, Inc.	OH-R3-HVAC01-102021-TKC	
Place Services, Inc.	OH-R3-GC04-102021-PLA	
Place Services, Inc.	OH-R4-GC04-102021-PLA	
Place Services, Inc.	OH-R5-GC03-102021-PLA	
Place Services, Inc.	OH-R5-E01-102021-PLA	
The K Company, Inc.	OH-R1-HVAC01-102021-TKC	
Centennial Contractors Enterprises, Inc.	OH-R3-GC02-102021-CCE	
The Lusk Group	OH-R4-CC01-102021-LUS	
The Lusk Group	OH-R5-GC05-102021-LUS	
The Lusk Group	OH-R5-PA01-102021-LUS	
Johnson-Laux Construction, LLC	OH-R3-GC06-102021-JLC	
McDaniel's Construction Corp., Inc.	OH-MBE-R5-CC01-102021-MCC	
Johnson-Laux Construction, LLC	OH-R1-GC05-102021-JLC	
The K Company, Inc.	OH-R5-HVAC01-102021-TKC	
The Lusk Group	OH-R1-C01-102021-LUS	
The Lusk Group	OH-R3-PA01-102021-LUS	
The Lusk Group	OH-R3-C01-102021-LUS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R1-GC02-102021-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R2-GC03-102021-FHP	
Johnson-Laux Construction, LLC	OH-R2-GC05-102021-JLC	
The Lusk Group	OH-R5-E02-102021-LUS	
Johnson-Laux Construction, LLC	OH-R5-GC04-102021-JLC	

G & B Electric Co.	OH-R2-E02-102021-GBE	
The Lusk Group	OH-R1-GC06-102021-LUS	
The Lusk Group	OH-R1-E02-102021-LUS	
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM	
G2 General Contractors	TX-NT-APC-101619-GGC	
G2 General Contractors	TX-NT-P-101619-GGC	
G2 General Contractors	TX-NT-W-101619-GGC	
Centennial Contractors Enterprises, Inc.	TX-NT-GC-101619-CCE	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-F-101619-GFC	
CORE Construction Services of Texas, Inc.	TX-NT-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-NT-P-101619-CCT	
Lee Construction and Maintenance Company	TX-NT-P-101619-LCM	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-P-101619-GFC	
Lee Construction and Maintenance Company	TX-NT-GC-101619-LCM	
WR Construction Inc.	TX-PH-GC-101619-WRC	
CORE Construction Services of Texas, Inc.	TX-PH-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-P-101619-CCT	
Tri-State General Contracting Group, Inc.	TX-PH-GC-101619-JRT	
G2 General Contractors	TX-NT-GC-101619-GGC	
G2 General Contractors	TX-NT-RC-101619-GGC	
Freedom Construction-a series of tFg Companies, LLC	TX-NT-GC-101619-FRC	
Teinert Construction	TX-PH-GC-101619-TCB	
SDB, Inc.	TX-PH-GC-101619-SDB	
Lee Construction and Maintenance Company	TX-NT-F-101619-LCM	
Teinert Construction	TX-NT-GC-101619-TCB	
CORE Construction Services of Texas, Inc.	TX-NT-GC-101619-CCT	
Henthorn Commercial Construction, LLC	TX-NT-GC-101619-HCL	
CORE Construction Services of Texas, Inc.	TX-PH-F-101619-CCT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-NT-GC-101619-FHP	
SDB, Inc.	TX-NT-GC-101619-SDB	
CORE Construction Services of Texas, Inc.	TX-NT-F-101619-CCT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-PH-GC-101619-FHP	
Nouveau Construction and Technology Services, LP	TX-NT-GC-101619-NCT	
Henthorn Commercial Construction, LLC	TX-PH-GC-101619-HCL	
David Mancini & Sons, Inc.	FL-R1-CC01-111821-DMS	
Astra Group, LLC	FL-R1-CC02-111821-ACS	
Amici Engineering Contractors	FL-R1-CC03-111821-AME	
Nichols Contracting, Inc.	FL-R1-E01-111821-NIC	
Advanced Roofing, Inc.	FL-R1-E02-111821-ADR	
Jewel of the South	FL-R1-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R1-GC02-111821-FHP	
Place Services, Inc.	FL-R1-GC03-111821-PLA	
JOC Construction	FL-R1-GC04-111821-LRI	
Nichols Contracting, Inc.	FL-R1-GC05-111821-NIC	
Johnson-Laue Construction, LLC	FL-R1-GC06-111821-JLC	
Advanced Roofing, Inc.	FL-R1-GC07-111821-ADR	
RAM Construction & Development	FL-R1-GC08-111821-RAM	
Millers Plumbing & Mechanical, Inc.	FL-R1-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R1-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R1-HVAC03-111821-MSF	
Astra Group, LLC	FL-R1-PAC01-111821-ACS	
David Mancini & Sons, Inc.	FL-R1-PAC02-111821-DMS	
Advanced Roofing, Inc.	FL-R1-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R2-CC01-111821-DMS	
Astra Group, LLC	FL-R2-CC02-111821-ACS	
Amici Engineering Contractors	FL-R2-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R2-E01-111821-ADR	
Integrated Fire & Security Solutions Inc	FL-R2-E02-111821-IFS	
Jewel of the South	FL-R2-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R2-GC02-111821-FHP	
Place Services, Inc.	FL-R2-GC03-111821-PLA	
JOC Construction	FL-R2-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R2-GC05-111821-ADR	
Johnson-Laue Construction, LLC	FL-R2-GC06-111821-JLC	
RAM Construction & Development	FL-R2-GC07-111821-RAM	

HCR Construction, Inc.	FL-R2-GC08-111821-HCR	
Millers Plumbing & Mechanical, Inc.	FL-R2-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R2-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R2-HVAC03-111821-MSF	
Astra Group, LLC	FL-R2-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R2-PAC03-111821-AME	
David Mancini & Sons, Inc.	FL-R2-PAC03-111821-DMS	
Advanced Roofing, Inc.	FL-R2-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R3-CC01-111821-DMS	
Astra Group, LLC	FL-R3-CC02-111821-ACS	
Amici Engineering Contractors	FL-R3-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R3-E01-111821-ADR	
Jewel of the South	FL-R3-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R3-GC02-111821-FHP	
Place Services, Inc.	FL-R3-GC03-111821-PLA	
JOC Construction	FL-R3-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R3-GC05-111821-ADR	
Johnson-Laux Construction, LLC	FL-R3-GC06-111821-JLC	
RAM Construction & Development	FL-R3-GC07-111821-RAM	
HCR Construction, Inc.	FL-R3-GC08-111821-HCR	
Millers Plumbing & Mechanical, Inc.	FL-R3-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R3-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R3-HVAC03-111821-MSF	
Astra Group, LLC	FL-R3-PAC01-111821-ACS	
David Mancini & Sons, Inc.	FL-R3-PAC02-111821-DMS	
Amici Engineering Contractors	FL-R3-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R3-RW01-111821-ADR	
Amici Engineering Contractors	FL-R4-CC01-111821-AME	
David Mancini & Sons, Inc.	FL-R4-CC02-111821-DMS	
Astra Group, LLC	FL-R4-CC03-111821-ACS	
Advanced Roofing, Inc.	FL-R4-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R4-E02-111821-NIC	
Jewel of the South	FL-R4-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R4-GC02-111821-FHP	
Place Services, Inc.	FL-R4-GC03-111821-PLA	
JOC Construction	FL-R4-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R4-GC05-111821-ADR	
Nichols Contracting, Inc.	FL-R4-GC06-111821-NIC	
Johnson-Laux Construction, LLC	FL-R4-GC07-111821-JLC	
David Mancini & Sons, Inc.	FL-R4-GC08-111821-DMS	
HCR Construction, Inc.	FL-R4-GC09-111821-HCR	
Astra Group, LLC	FL-R4-GC10-111821-ACS	
Millers Plumbing & Mechanical, Inc.	FL-R4-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R4-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R4-HVAC03-111821-MSF	
Amici Engineering Contractors	FL-R4-PAC01-111821-AME	
Astra Group, LLC	FL-R4-PAC02-111821-ACS	
David Mancini & Sons, Inc.	FL-R4-PAC03-111821-DMS	
Advanced Roofing, Inc.	FL-R4-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R5-CC01-111821-DMS	
Astra Group, LLC	FL-R5-CC02-111821-ACS	
Amici Engineering Contractors	FL-R5-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R5-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R5-E02-111821-NIC	
Jewel of the South	FL-R5-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R5-GC02-111821-FHP	
Place Services, Inc.	FL-R5-GC03-111821-PLA	
JOC Construction	FL-R5-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R5-GC05-111821-ADR	
Nichols Contracting, Inc.	FL-R5-GC06-111821-NIC	
Johnson-Laux Construction, LLC	FL-R5-GC07-111821-JLC	
David Mancini & Sons, Inc.	FL-R5-GC08-111821-DMS	
Millers Plumbing & Mechanical, Inc.	FL-R5-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R5-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R5-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R5-PAC01-111821-DMS	

Astra Group, LLC	FL-R5-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R5-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R5-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R6-CC01-111821-DMS	
Astra Group, LLC	FL-R6-CC02-111821-ACS	
Amici Engineering Contractors	FL-R6-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R6-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R6-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R6-E03-111821-IFS	
Jewel of the South	FL-R6-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R6-GC02-111821-FHP	
Shiff Construction & Development, Inc.	FL-R6-GC03-111821-SCD	
Advanced Roofing, Inc.	FL-R6-GC04-111821-ADR	
JOC Construction	FL-R6-GC05-111821-LRI	
Place Services, Inc.	FL-R6-GC06-111821-PLA	
Centennial Contractors Enterprises, Inc.	FL-R6-GC07-111821-CCE	
Ovation Construction Company	FL-R6-GC08-111821-OCC	
Hall Mechanical and Air Conditioning LLC	FL-R6-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R6-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R6-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R6-PAC01-111821-DMS	
Astra Group, LLC	FL-R6-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R6-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R6-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R7-CC01-111821-DMS	
Astra Group, LLC	FL-R7-CC02-111821-ACS	
Amici Engineering Contractors	FL-R7-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R7-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R7-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R7-E03-111821-IFS	
Jewel of the South	FL-R7-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R7-GC02-111821-FHP	
Shiff Construction & Development, Inc.	FL-R7-GC03-111821-SCD	
Advanced Roofing, Inc.	FL-R7-GC04-111821-ADR	
JOC Construction	FL-R7-GC05-111821-LRI	
Place Services, Inc.	FL-R7-GC06-111821-PLA	
Nichols Contracting, Inc.	FL-R7-GC07-111821-NIC	
Amici Engineering Contractors	FL-R7-GC08-111821-AME	
Hall Mechanical and Air Conditioning LLC	FL-R7-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R7-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R7-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R7-PAC01-111821-DMS	
Astra Group, LLC	FL-R7-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R7-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R7-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R8-CC01-111821-DMS	
Astra Group, LLC	FL-R8-CC02-111821-ACS	
Amici Engineering Contractors	FL-R8-CC04-111821-AME	
Advanced Roofing, Inc.	FL-R8-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R8-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R8-E03-111821-IFS	
Harbour Construction, Inc.	FL-R8-GC01-111821-HBC	
Jewel of the South	FL-R8-GC02-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R8-GC03-111821-FHP	
Shiff Construction & Development, Inc.	FL-R8-GC04-111821-SCD	
David Mancini & Sons, Inc.	FL-R8-GC05-111821-DMS	
Advanced Roofing, Inc.	FL-R8-GC06-111821-ADR	
Centennial Contractors Enterprises, Inc.	FL-R8-GC07-111821-CCE	
JOC Construction	FL-R8-GC08-111821-LRI	
Place Services, Inc.	FL-R8-GC09-111821-PLA	
Nichols Contracting, Inc.	FL-R8-GC10-111821-NIC	
Hall Mechanical and Air Conditioning LLC	FL-R8-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R8-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R8-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R8-PAC01-111821-DMS	
Astra Group, LLC	FL-R8-PAC02-111821-ACS	

Amici Engineering Contractors	FL-R8-PAC04-111821-AME	
Advanced Roofing, Inc.	FL-R8-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R9-CC01-111821-DMS	
Astra Group, LLC	FL-R9-CC02-111821-ACS	
Amici Engineering Contractors	FL-R9-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R9-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R9-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R9-E03-111821-IFS	
Shiff Construction & Development, Inc.	FL-R9-GC01-111821-SCD	
Jewel of the South	FL-R9-GC02-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R9-GC03-111821-FHP	
David Mancini & Sons, Inc.	FL-R9-GC04-111821-DMS	
Advanced Roofing, Inc.	FL-R9-GC05-111821-ADR	
Place Services, Inc.	FL-R9-GC06-111821-PLA	
JOC Construction	FL-R9-GC07-111821-LRI	
Centennial Contractors Enterprises, Inc.	FL-R9-GC08-111821-CCE	
Hall Mechanical and Air Conditioning LLC	FL-R9-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R9-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R9-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R9-PAC01-111821-DMS	
Astra Group, LLC	FL-R9-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R9-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R9-RW01-111821-ADR	
Salomon Construction & Roofing	FL-R9-RW02-111821-SCR	
David Mancini & Sons, Inc.	FL-R10-CC01-111821-DMS	
Lanzo Construction Co., Florida	FL-R10-CC02-111821-LCC	
Astra Group, LLC	FL-R10-CC03-111821-ACS	
Amici Engineering Contractors	FL-R10-CC04-111821-AME	
Advanced Roofing, Inc.	FL-R10-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R10-E02-111821-NIC	
Harbour Construction, Inc.	FL-R10-GC01-111821-HBC	
Shiff Construction & Development, Inc.	FL-R10-GC02-111821-SCD	
Team Contracting, Inc.	FL-R10-GC03-111821-TCI	
David Mancini & Sons, Inc.	FL-R10-GC04-111821-DMS	
Advanced Roofing, Inc.	FL-R10-GC05-111821-ADR	
Jewel of the South	FL-R10-GC06-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R10-GC07-111821-FHP	
Place Services, Inc.	FL-R10-GC08-111821-PLA	
Nichols Contracting, Inc.	FL-R10-GC09-111821-NIC	
Amici Engineering Contractors	FL-R10-GC10-111821-AME	
Johnson-Laue Construction, LLC	FL-R10-GC11-111821-JLC	
Centennial Contractors Enterprises, Inc.	FL-R10-GC12-111821-CCE	
Hall Mechanical and Air Conditioning LLC	FL-R10-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R10-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R10-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R10-PAC01-111821-DMS	
Lanzo Construction Co., Florida	FL-R10-PAC02-111821-LCC	
Astra Group, LLC	FL-R10-PAC03-111821-ACS	
Amici Engineering Contractors	FL-R10-PAC04-111821-AME	
Advanced Roofing, Inc.	FL-R10-RW01-111821-ADR	
Salomon Construction & Roofing	FL-R10-RW02-111821-SCR	

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:	May 5, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	NA - Enterprise Fund		
Agenda Item:	Purchase of Payloader for Landfill off of Sourcewell Contract-Project #2025-33		
Explanation/Background of Agenda Item Requested:	Requesting Approval for Purchase of Wheel Loader for \$281,131.76 Staff requests City Council approval for the purchase of wheel loader for the Mitchell Landfill. The quoted price of the wheel loader to be delivered to the City is \$281,131.76. The contract is with Butler Machinery Company, utilizing the Sourcewell Contract #011723-CAT for the described piece of equipment. Staff recommends City Council approval for the purchase of the wheel loader.		

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

PURCHASER	CITY OF MITCHELL				
STREET ADDRESS	612 N MAIN			<SAME>	
CITY/STATE	MITCHELL, SD	COUNTY	DAVISON		
POSTAL CODE	57301-2620	PHONE NO.	605-995-8420		
CUSTOMER CONTACT:	EQUIPMENT KEVIN ROTH - PHONE NO. 605-770-0881				
	PRODUCT SUPPORT KEVIN ROTH - PHONE NO. 605-770-0881				
INDUSTRY CODE:	GOVT. - CITY - MUNICIPAL(950)			PRINCIPAL WORK CODE	
CUSTOMER NUMBER	C64815		Sales Tax Exemption # (if applicable)		CUSTOMER PO NUMBER
			17001466000305E		
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON INVOICE	☐	CASH	☐	FINANCIAL SERVICES	☐ CONTRACT ☐ LEASE
CASH WITH ORDER	BALANCE TO FINANCE			CONTRACT INTEREST RATE	0
PAYMENT PERIOD	PAYMENT AMOUNT			NUMBER OF PAYMENTS	OPTIONAL BUY-OUT
			0.00 0.00 \$0.00		
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 938		YEAR: TBA	
STOCK NUMBER: M036723		SERIAL NUMBER: TBA		APPROX HOURS: TBA	
				NEW ☒ USED ☐	
938 14A WHEEL LOADER		PUSH START, PASSCODE SECURITY		TOOLBOX AUX, NONE	
WEATHER, COLD START 120V		SEAT, PREMIUM, TILT AND TELE		HYDRAULIC OIL, STANDARD	
STANDARD LIFT, COUPLER READY		CAMERA, REAR VIEW		SERIALIZED TECHNICAL MEDIA KIT	
DIFFERENTIAL, LIMITED SLIP REAR		MIRROR, BASE		RIDE CONTROL	
HYDRAULICS, 3V		STANDARD RADIO (12V), DUAL USB		HOLDER, CELL PHONE	
LINES, AUX 3RD, STD LIFT		STEERING WHEEL, STANDARD		BEACON, WARNING, STROBE, AMBER	
JUMPER LINES, AUX 3RD, FUSION		JOYSTICK 3V, STEERING WHEEL		LIGHTS, WARN, WHITE REV STROBE	
HYDRAULICS, STANDARD		WINDSHIELD ACCESS STEPS, NONE		MIRROR, INTERNAL 2X REAR VIEW	
LIGHTS, AUX, LED, PREMIUM		PRODUCT LINK, CELLULAR PLE643		CAT PAYLOAD, ENABLED	
LIGHTS, ROADING, LED, RH		TIRES, 20.5R25 MX XHA2 * L3		GUARD, REAR LIGHTS	
CAB, STANDARD		FENDERS, STANDARD		QUICK COUPLER, FUSION, EXT DUTY	
AIR CONDITIONING, R134A REF		CTWT, HEAVY, 3770LBS, 7PCS		BUCKET-S&G, 3.5 YD3, FUS, BOCE	
TRADE-IN EQUIPMENT				SELL PRICE	
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____				\$281,131.76	
VALUE: _____ PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____				EXT WARRANTY	
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____				Included	
VALUE: _____ PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____				NET TRADE DIFFERENCE	
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____				\$281,131.76	
VALUE: _____ PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____				BALANCE DUE	
				\$281,131.76	
DISCLAIMER OF WARRANTIES					
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.					
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN.					
UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.					
☒ MANUFACTURER'S WARRANTY				☐ USED EQUIPMENT	
INITIAL				INITIAL	
Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.					
12 Months Standard Warranty including 12 Months Mileage.					
938-60 M0/5500 HR PREMIER					
CSA:					
NOTES: #011723-CAT Maturity Date: 2027-04-14					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASER

BY _____ DATE _____

Authorized Signature

APPROVED AND ACCEPTED ON _____
CITY OF MITCHELL

PURCHASER

TITLE _____

BY _____
SIGNATURE

SALESMAN Paulson, Brice

TITLE _____
BUYER

BUTLER MACHINERY COMPANY / NCRL LLC

311268-02

Sales Agreement TERMS AND CONDITIONS (Referred to on the Reverse Side Hereof)

1. **Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for non-acceptance. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.
2. **Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.
3. **Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.
4. **Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.
5. **Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.
6. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.
7. **Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.
8. **Remedies.** In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.
9. **LIABILITY LIMITATION.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.
10. **Used Equipment Warranty.** The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.
11. **Indemnification.** Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.
12. **Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.
13. **General.** It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.
14. **DATA SHARING.** CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT <https://www.butlermachinery.com/privacy-policy>; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT <https://www.agcocorp.com/privacy.html>; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT <https://www.claasofamerica.com/company-careers/claas-of-america/legal-data/dataprotection>; (E) THE RAVEN PRIVACY POLICY AT <https://ravenind.com/privacy>; AND THE TRIMBLE PRIVACY CENTER AT <https://www.trimble.com/corporate/privacy.aspx>. THE FOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.
15. **Emissions.** Purchaser represents and warrants that the Trade In Equipment meets all required state and federal emission qualifications and has not been modified.
16. **Trade-In Equipment.** In connection with the Sales Agreement, Purchaser proposed to sell to Seller certain "Trade-In Equipment" identified therein, in exchange for a credit in the amount of value set forth therein or to-be-set forth therein (less payoffs of all claims, liens, mortgages and security interests encumbering the same), which value has been or will be determined based on the Surveyed Condition (defined below), to be applied toward the purchase price for the Equipment Ordered/Purchased to be sold by Seller to Purchaser pursuant to the Sales Agreement, all subject to the terms and conditions of the Sales Agreement and this Rider. Seller has had or will have the "Trade-In Equipment" surveyed by an employee or agent of Seller to determine, among other things, the assumed condition and hours of the Trade-In Equipment (and all components thereof) (the "Surveyed Condition") that are assumed for the anticipated date of Seller's taking delivery of the Trade-In Equipment from Purchaser, which will be the same date anticipated for Seller's delivery of the Equipment Ordered/Purchased to Purchaser. The Surveyed Condition forms the basis of Seller's determination of the trade-in value (and a material inducement for Seller offering the same). To receive a copy of the images utilized in establishing the trade in equipment's valuation, please contact your Butler Machinery salesperson. If Seller (in its commercially reasonable judgment) determines at any time that actual condition of the Trade-In Equipment (whether as of the actual date of Seller's taking delivery of the Trade-In Equipment or any time prior thereto) deviates or will deviate from the Surveyed Condition in any material respect (a "Material Deviation"), then the trade-in value shall be reduced by the amount determined by Seller in its commercially reasonable judgment to represent the diminishment in the trade-in value of the Trade-In Equipment as a result of such Material Deviation(s); provided, if Seller determines that such Material Deviation(s) renders the Trade-In Equipment unsellable, unsalvageable or otherwise valueless to Seller, results in a trade-in value less than the amounts necessary to payoff all claims, liens, mortgages and security interests encumbering the same, or could result in any potential loss or liability to Seller of any kind or amount, then, in any such case, Seller may elect to not purchase the Trade-In Equipment (and Purchaser shall retain possession of the same). "Material Deviation(s)" may include, by way of example and without limitation, any one or more of the following conditions or occurrences: any increase in hours, or any wear or tear (including ordinary wear or tear), damage, casualty or any other loss, or impairment in the performance, legal compliance or value of the Trade-In Equipment. Purchaser shall promptly notify Seller of any Material Deviation caused by or known to Purchaser. Purchaser shall remain obligated to purchase the Equipment Ordered/Purchased pursuant to the Sales Agreement notwithstanding any reduction in trade-in value (or election to not purchase the Trade-In Equipment) as a result of any such Material Deviation(s). Further, if, as of the time of a determination of a Material Deviation, Seller has previously credited to Purchaser (or paid to creditors on Purchaser's behalf) any amount of the trade-in value initially established based on the Surveyed Condition in excess of the reduced trade-in value resulting from such Material Deviation(s), then Purchaser shall immediately reimburse Seller for the total amount of such excess previously paid or credited by Seller.

FARGO, ND (701)280-3100	GRAND FORKS, ND (701)775-4238	BISMARCK, ND (701)223-0890	MINOT, ND (701)852-3508	JAMESTOWN, ND (701)251-1400	DICKINSON, ND (701)456-1400	HANKINSON, ND (701)242-7474	HOOPLE, ND (701)894-6363	DEVILS LAKE, ND (701)665-3800
SIOUX FALLS, SD (605)336-3010	ABERDEEN, SD (605)225-6240	RAPID CITY, SD (605)342-4850	PIERRE, SD (605)224-5400	HURON, SD (605)353-1200	WATERTOWN, SD (605)954-7100	FREMONT, NE (402)721-2800	KEARNEY, NE (308)236-4640	PICKRELL, NE (402)673-4200
CHADRON, NE (308)432-5593	SIDNEY, MT (406)742-7700							

Data and Privacy policy: protecting the security and privacy of your data is important to us. Please see our website for our complete Data and Privacy Policy.

**SOURCEWELL
STATE OF MINNESOTA**



Member Veronen moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

10/18/2022

Resolution No. 2022_28

WHEREAS, Sourcewell desires to issue a solicitation and is seeking permission from the Board to issue a solicitation for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Veronen, Thiel, Thomas, Barrows, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - October 2022
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Unmanned and Remotely-Operated Vehicle Systems with Related Technology and Services

Requesting Board permission to Re-Solicit the following categories:

Indefinite Delivery Indefinite Quantity Construction - Illinois

Heavy Construction Equipment with Related Attachments and Technology

CONSENT AGENDA ITEMS
NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
CenturyLink Communications dba Lumen Technologies Group	072822-LUM	"Communications Technology Consulting Services"
Ross & Baruzzini, Inc.	072822-RBZ	"Communications Technology Consulting Services"
Ten4 Mobility, LLC dba OpDecision	072822-TN4	"Communications Technology Consulting Services"
Safeware, Inc.	080922-SAF	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"
W.W. Grainger, Inc.	080922-WWG	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Ennis Flint, Inc.	062817-EPI	"Airport Consumable Products with Related Supplies and Services"
Hi-Lite Airfield Serices, LLC	062817-HLA	"Airport Consumable Products with Related Supplies and Services"
New Deal Deicing	062817-NDD	"Airport Consumable Products with Related Supplies and Services"
Epoke North America, Inc.	080818-EPK	"Snow and Ice Handling Equipment, Supplies and Accessories"

NEW IDIQ CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
NONE		

IDIQ Contract Extensions

Company Name	Contract Number	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
Z-Craft, Ltd.	CO-SE-RW02-090920-ZCR	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
JOC Construction	CO-SE-GC01-090920-LRI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
Z-Craft, Ltd.	CO-SW-RW02-090920-ZCR	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker
and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2023
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Alternative Student/Client Transportation Solutions

Requesting Board permission to Re-Solicit the following categories:

Fabric Structures with Related Materials and Services

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Indefinite Delivery Indefinite Quantity Construction - Kansas

CONSENT AGENDA ITEMS
NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Advexure, LLC	011223-ADX	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Deep Trekker, Inc.	011223-DTK	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
FLYMOTION, LLC	011223-FLM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
RMUS, LLC	011223-RMS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Seafloor Systems, Inc.	011223-SEA	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Unmanned Vehicle Technologies	011223-UNM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Volatus Aerospace USA Corp.	011223-VTS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
CNH Industrial America, LLC	011723-CNH	"Heavy Construction Equipment with Related Attachments and Technology"
Caterpillar, Inc.	011723-CAT	"Heavy Construction Equipment with Related Attachments and Technology"
Gradall Industries, Inc.	011723-GRD	"Heavy Construction Equipment with Related Attachments and Technology"
Hitachi Construction Machinery	011723-HTI	"Heavy Construction Equipment with Related Attachments and Technology"
Hyundai Construction Equipment	011723-HCE	"Heavy Construction Equipment with Related Attachments and Technology"
John Deere Construction	011723-JDC	"Heavy Construction Equipment with Related Attachments and Technology"
Kobelco Construction Machinery	011723-KBL	"Heavy Construction Equipment with Related Attachments and Technology"
Komatsu America Corp.	011723-KOM	"Heavy Construction Equipment with Related Attachments and Technology"
Liebherr-America, Inc.	011723-LEB	"Heavy Construction Equipment with Related Attachments and Technology"
Link-Belt Cranes	011723-LIN	"Heavy Construction Equipment with Related Attachments and Technology"
LiuGong Construction Machinery	011723-LIU	"Heavy Construction Equipment with Related Attachments and Technology"
SANY America, Inc.	011723-SNY	"Heavy Construction Equipment with Related Attachments and Technology"
Volvo Construction Equipment	011723-VCE	"Heavy Construction Equipment with Related Attachments and Technology"
Across International, LLC	020723-ASI	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Carolina Biological Supply Company	020723-CBS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Eppendorf North America	020723-EPP	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Neta Scientific, Inc.	020723-NTA	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Possible Missions, Inc.	020723-PSB	"Laboratory and Science Equipment, Supplies and Related Technology and Services"

APPENDIX A Continued

Thomas Scientific Holdings, LLC	020723-TMS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Avant Tecno USA	020223-AVT	"Medium Duty Construction Equipment"
Caterpillar, Inc.	020223-CAT	"Medium Duty Construction Equipment"
Clark Equipment Company	020223-CEC	"Medium Duty Construction Equipment"
Gradall Industries, Inc.	020223-GRD	"Medium Duty Construction Equipment"
Hyundai Construction Equipment	020223-HCE	"Medium Duty Construction Equipment"
JCB, Inc.	020223-JCB	"Medium Duty Construction Equipment"
LiuGong Construction Machinery	020223-LIU	"Medium Duty Construction Equipment"
Manitou North America, Inc.	020223-MAI	"Medium Duty Construction Equipment"
Tobroco Machinery, LLC	020223-TBO	"Medium Duty Construction Equipment"
XCMG Canada	020223-XCM	"Medium Duty Construction Equipment"
CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
AT&T Mobility	080119-ATT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
T-Mobile USA	080119-SPT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
Sunrise Banks	060519-SUN	"Employee Loans and Related Financial Services"
NEW IDIQ CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
None		
IDIQ Contract Extensions		
Company Name	Contract Number	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
The Jamar Company	MN-R4-R-040622-JMR	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
McDowall Company	MN-R5-R-040622-MDC	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
Anderson Brothers	MN-R3-PAV-040622-ABC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Design Electric, Inc.	MN-R5-E-040622-DEI	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Design Electric, Inc.	MN-R4-E-040622-DEI	
Iyawe and Associates	MN-R6-GC-040622-IAA	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Design Electric, Inc.	MN-R6-E-040622-DEI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
L.S. Black Constructors, Inc.	MN-R6-GC-040622-LSB	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	

APPENDIX A Continued

Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
The Jamar Company	MN-R3-PLUM-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
The Jamar Company	MN-R3-R-040622-JMR	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Design Electric, Inc.	MN-R1-E-040622-DEI	
Design Electric, Inc.	MN-R3-E-040622-DEI	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
McDowall Company	MN-R7-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Hy-Tec Construction	MN-R3-GC-040622-HTC	

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:	May 5, 2025	Requested By:	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Traffic		
Agenda Item:	Special Event Permit Application MAC Triathlon on Saturday, June 7, 2025		
Explanation/Background of Agenda Item Requested:	The MAC Area Events Inc. is requesting a Special Event Permit for their annual MAC Triathlon on Saturday, June 7th, 2025, from 6:00 AM until 1:00 PM. The event is open to the public, vendor and/or participant fees are required, and will be held in a City Park (Hitchcock Park) and throughout Mitchell. Total anticipated attendance is 75. Please refer to the attached Special Event Permit Application for more details about the event. The Special Event Permit Application requests the following: • Street Closure (\$100 Fee) The following street closure is requested on Saturday, June 7th, from 6:00 AM until 1:00 PM: • E. Hanson Ave. from S. Foster St. to S. Capital St. *Street closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street(s). Please reference the attached MAC Triathlon Street Closure(s) Map, Bike Route Map, and Run Route Map for further information. There is no additional equipment needed, and volunteers will be located at street crossings and turn areas on the route to ensure participant safety. The MAC Area Events Inc. will provide the Certificate of Liability Insurance as soon as it is available. *Final approval of the Special Event Permit Application will be contingent upon receipt of the Certificate of Liability Insurance prior to the event. Staff recommends City Council approval of the Special Event Permit as stated in the Special Event Permit Application.		

Print**Special Event Permit Application - Submission #4045****Date Submitted: 4/21/2025**

Special Event Permit Application

Events that are open to the general public and take place on public grounds; require closure of parking lots and/or streets, sound amplification, fireworks, or are located within a park, are coordinated through the Special Event Permit Application process.

Typically, these events require permits, licenses, and approvals from several City departments, depending on the size and nature of the special event.

To apply for a Special Event Permit, please complete this application. Your application, including required attachments, needs to be submitted at least forty-five (45) days before your event.

Facility Use Agreements and additional equipment rental should also be completed at this time (if applicable).

Event Name:*

Event Date:

Event Hours:*

—

Event Date(s):

 —

Permit(s) & License(s) requests included in this application:*

- ☐ Parking Lot Closure (\$50 Fee)
- ☒ Street Closure (\$100 Fee)
- ☐ City Park Closure (\$100 Fee)
- ☐ Parade Permit (\$50 Fee)
- ☐ Parade Permit - w/ Escort (\$250 Fee)
- ☐ Special Event Liquor License (\$200 Fee)
- ☐ Consumption Permit (\$50 Fee)
- ☐ Consumption Permit - with Special Event Liquor License (\$0 Fee)
- ☐ Fireworks Permit (\$50 Fee)
- ☐ Noise Permit (\$0 Fee)

Time Requested for Parking Lot Closure

mm/dd/yyyy hh:mm am/pm — mm/dd/yyyy hh:mm am/pm

Time Requested for Street Closure

6/7/2025 06:00 AM — 6/7/2025 01:00 PM

Time Requested for City Park Closure

mm/dd/yyyy hh:mm am/pm — mm/dd/yyyy hh:mm am/pm

Event Information:

Overall Event Description:*

The annual MAC triathlon is requesting the closure of some routes in town to allow a safer and better race for participants. We will avoid closing the area around Arnies at 1st and Foster this time around so they do not lose any business during the event.

— Please check all that apply:*

- ☐ This is a first time event.
- ☒ This event is open to the public.
- ☐ Admission will be charged.
- ☒ Vendor and / or participant fees are required.
- ☐ The event includes the sale or use of alcoholic beverages.
- ☐ Items and / or services will be sold at the event.
- ☒ The event will be held in a City Park or Facility.

Total anticipated attendance:*

75

Organization:*

MAC Area Events

Address:*

25813 E Enemy Creek Loop

City:*

MITCHELL

State:*

SD

Zip Code:*

57301

Event Application Contact Person:*

Emily Hohn

Contact Person Email:*

emily.hohn@anytimefitness.com

Contact Person Phone Number: *

4029220438

Day of Event Contact Person:*

Emily Hohn

Contact Person Email:*

emily.hohn@anytimefitness.com

Contact Person Phone Number:*

4029220438

Facility Use, Impacted Areas, and Event Map

Please provide a detailed description of what facilities and additional equipment will be needed, along with how many bleachers and picnic tables need to be reserved. (including bleachers, picnic tables, water, electricity, etc.). Also, please provide a detailed list/description of what street/parking lot closure(s) are needed. Attach a copy of the Event Map with your application. The Event Map should show overall layout and setup locations of the following items: alcoholic concessions, beer gardens, food concessions, food prep areas, first aid facilities, trash containers/dumpsters, fencing/barriers/or barricades, sources of electricity/generators, canopies or tent locations; stages, platforms, seating, or related structures.*

Requested street closure of E. Hanson Ave. from S. Capital St. to S. Foster St. No additional equipment required from the city

This event will include the use of:

Please reserve any item(s) selected below and submit fee to the respective City Department, along with the completion and submission of the application.

- ☐ Indoor Park Shelter (\$117.15/day - Park & Rec Fee)
- ☐ Outdoor Park Shelter (\$58.58/day - Park & Rec Fee)
- ☒ City Facility or Other City Building
- ☐ Picnic Table Rental (\$25 each/day- Park & Rec Fee)
- ☐ Bleacher Rental (\$35 each/day- Park & Rec Fee)
- ☐ Electricity - Main Street Only (Confirm Fee with the Corn Palace)
- ☐ Water - Main Street Only (Confirm Fee with Corn Palace)

Safety, Security, and Accessibility

Please provide a detailed description of the safety, security, and parking plans for the event. Please describe your procedures for crowd control, internal security, and accessibility plans for individuals with disabilities, as well as what arrangements have been made for First Aid, and parking/shuttle plans to the special event.*

There will be volunteers at each corner of the route where turns are to ensure participants are safe. Multiple volunteers will be located at the First Ave & Foster intersection, wearing hi-viz vests to assist and allow for participants to safely cross this intersection.

Noise Permits

Special events that cannot comply with Mitchell City Code Title 5, Chapter 5, Noise Control; are required to obtain a noise permit. MCC 5-5 can be found at: www.cityofmitchellsd.gov/specialevents

Will sound amplification be used?

- ☐ Yes
- ☒ No

What time will sound amplification be used?

 hh:mm am/pm

 hh:mm am/pm

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

- ☐ Yes
- ☒ No

When will sound checks be performed?

 hh:mm am/pm

Fireworks Permits

If any fireworks, rockets, or other pyrotechnics will be used, you must complete the information below.

Fireworks permits require that the applicant acquire and provide a copy of a Certificate of Liability Insurance coverage with a \$1,000,000 General Liability per occurrence coverage with the City of Mitchell must be listed as an additional insured.

Contact information for the person(s) in charge of firing the display:

Name

Address

City

State

Zip Code

Phone Number

Email Address

Date of Display

Time of Display

—

Type of Fireworks

- ☐ Class B Explosive (special fireworks)
☐ Class C Common Fireworks

Exact Location of Display:

What are the width perimeter requirements?

Insurance

Insurance for your event is **REQUIRED** before final permit approval.

- Special Events: you will need \$1,000,000 Commercial General Liability Insurance per occurrence.
- Liquor Liability Insurance is required if you are planning to sell alcoholic beverages at your event or facilities rental.
 - A minimum of \$500,000 Liquor Liability Insurance is required per occurrence.
- Fireworks Permits require \$1,000,000 of General Liability Insurance per occurrence.

All required insurance must state: **the name of the event and date(s) of the event**, and must name: **the "City of Mitchell, its officers, employees, and agents" as an additional insured.**

Insurance coverage must be maintained for the duration of the event.

I have the following coverage(s) and attached a copy of the Certificate(s) listed below:

- ☒ Special Event Permit: \$1,000,000 Commercial General Liability per occurrence
- ☐ Special Event Liquor License: \$500,000 Liquor Liability per occurrence
- ☐ Fireworks Permit: \$1,000,000 General Liability per occurrence

Name of Insurance Company

Agent's Name

Policy Number

Phone Number

Affidavit of Applicant

By typing your name by each of the items below, you are providing your acknowledgement of the requirements listed.

I understand that this application is subject to Mitchell City Council approval. Any violations of the approved permits will be grounds for law enforcement to require the immediate termination of the event.*

Emily Hohn

I acknowledge and agree to allow the City of Mitchell to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the public notices and calendar of upcoming events in the City of Mitchell.*

Emily Hohn

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed special event and I understand that this application is made subject to the rules and regulations established by the City Council of Mitchell. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Mitchell.*

Emily Hohn

I have attached the following items:

- ☐ Parking Lot Closure Map
- ☒ Street Closure Map
- ☐ City Park Closure Map
- ☐ Parade Route Map
- ☐ Special Event Liquor License Boundaries with Map
- ☐ Consumption Permit Boundaries with Map
- ☐ Fireworks Map
- ☒ Event Layout Map
- ☐ Certificate of Liability Insurance
- ☐ Certificate of Liquor Liability Insurance
- ☐ Certificate of Fireworks Liability Insurance
- ☐ Additional Document(s)

Parking Lot Closure Map

Choose File No file chosen

Street Closure Map

MAC Triathlon Street Closure Map.pdf

City Park Closure Map

Choose File No file chosen

Parade Route Map

Choose File No file chosen

Special Event Liquor License Boundaries with Map

Choose File No file chosen

Consumption Permit Boundaries with Map

Choose File No file chosen

Fireworks Map

Choose File No file chosen

Event Layout Map

Choose File No file chosen

Certificate of Liability Insurance

Choose File No file chosen

Certificate of Liquor Liability Insurance

Choose File No file chosen

Certificate of Fireworks Liability Insurance

Choose File No file chosen

Additional Document

Choose File No file chosen

Additional Document

Choose File No file chosen

Action of City Council

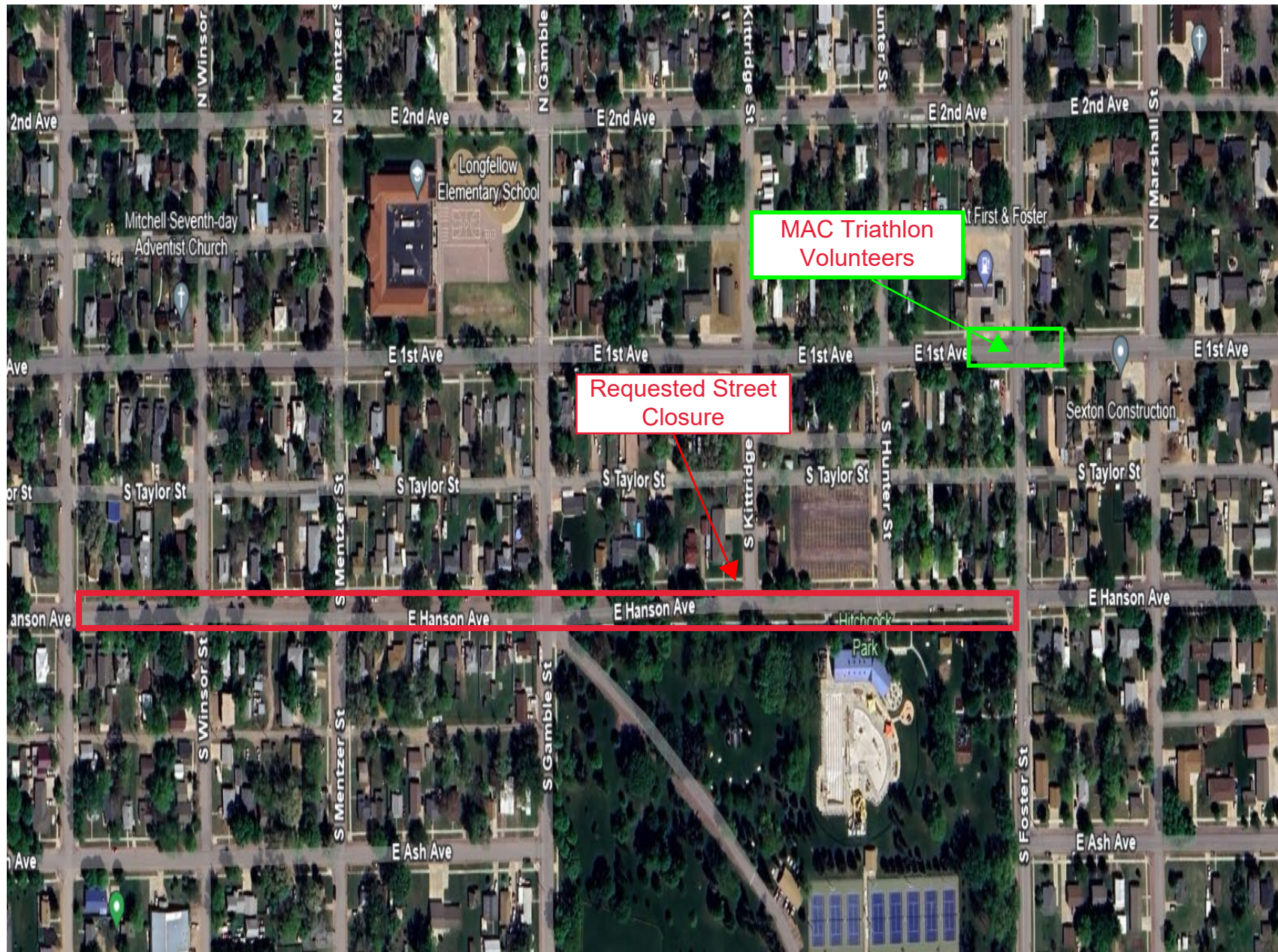
Finance Officer

Mayor

(Seal)

Date Approved:

Amount of Fees Paid:



Foster Street &
East 54th Street

413th Avenue

37

James River

37

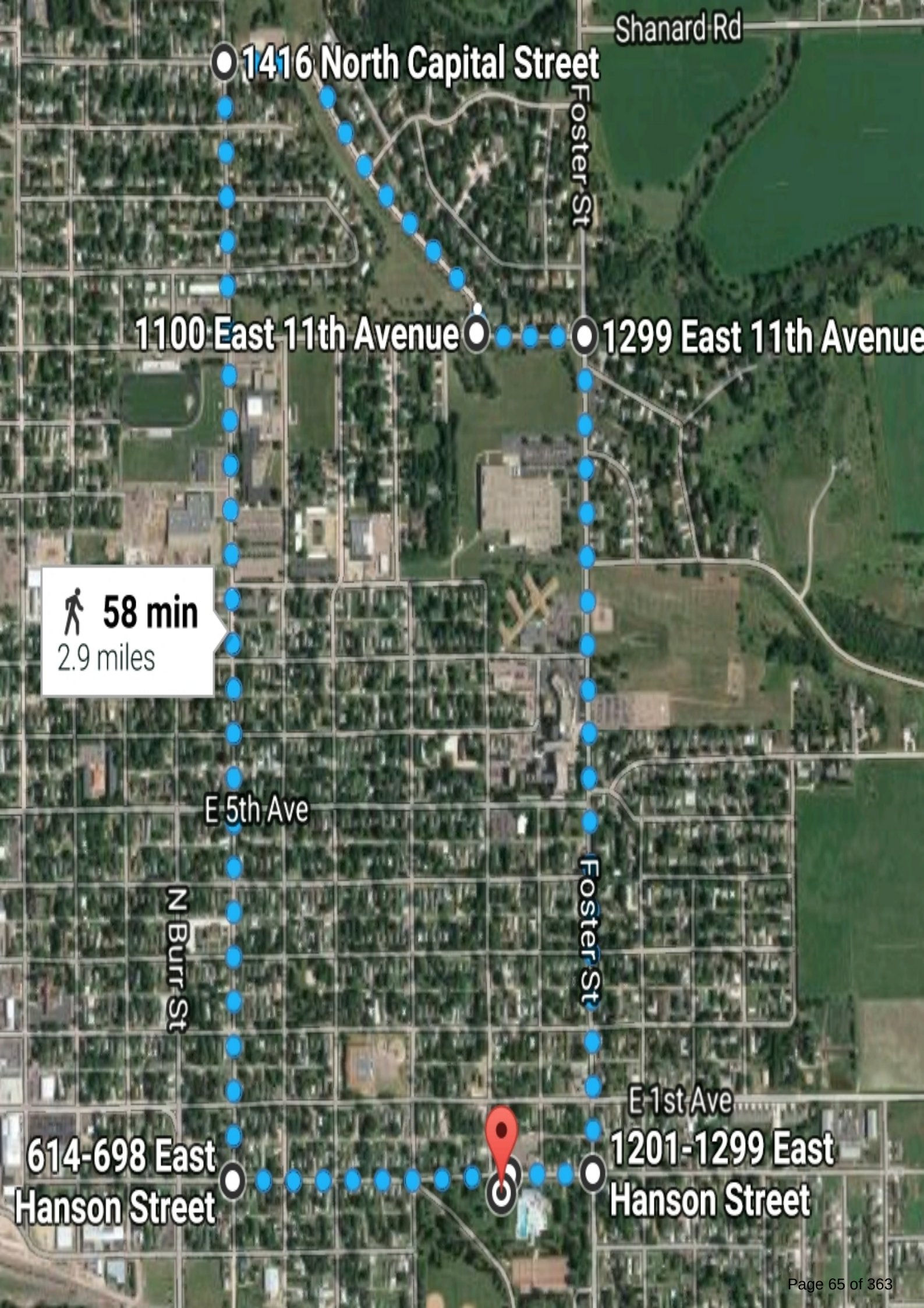
chell Convention
Visitors Bureau

101 East Hanson Street

South Dakota 38
& 413th Avenue

38

90



1416 North Capital Street

Shanard Rd

Foster St

1100 East 11th Avenue

1299 East 11th Avenue

 **58 min**
2.9 miles

E 5th Ave

N Burr St

Foster St

E 1st Ave

614-698 East Hanson Street

1201-1299 East Hanson Street

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 5, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	602-43340-43333, \$1,013,372 (Funds Remaining)
604-43250-43348, \$1,519,239.56		
Agenda Item:	Change Order #1 to Michels Road & Stone Inc for SD Highway #37 Utilities Project #2021-45		
Explanation/Background of Agenda Item Requested:	Change Order No. 1 for SD Highway 37 Utility Replacement - City Project #2021-45

Change Order No. 1 adds additional water main replacement along Highway 37.

Please see attached Change Order #1 for detailed information.

Original Contract Amount - \$3,650,044.01
Current Contract Amount - \$3,650,044.01
Increase of this Change Order - \$10,632.60
New Contract Amount - \$3,660,676.61
Current Contingency - \$71,157.53

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

CHANGE ORDER NO.: 1

Owner: City of Mitchell
 Engineer SPN & Associates
 Contractor: Michels Road & Stone Inc.
 Project: SD Highway 37 Utility Replacement
 Date Issued: 5/5/2025

City's Project No.: #2021-45
 Engineer's Project No.: #15611
 SD DANR Project No.: C461129-11/C462129-07

Effective Date of Change Order: 5/5/2025

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

On the west side of Highway 37 we did not replace all the water main with this project. This change order is to accommodate replacing this aging water line from where it was planned to tie in on the south to a bore underneath Highway 37 and connecting back in north of the water plant. It adds the Bid Items and the amount installed to date.

Change in Contract Price	Change in Contract Time
Original Contract Price: \$3,650,044.01	Original Contract Times: Substantial Completion: November 14, 2025 Ready for final payment: December 14, 2025
Increase from previously approved Change Order No. 1	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: November 14, 2025 Ready for final payment: December 14, 2025
Contract Price prior to this Change Order: \$3,650,044.01	Contract Times prior to this Change Order: Substantial Completion: November 14, 2025 Ready for final payment: December 14, 2025
Increase of this Change Order: \$10,632.60	Increase of this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$3,660,676.61	Contract Times with all approved Change Orders: Substantial Completion: November 14, 2025 Ready for final payment: December 14, 2025

Approved by Contractor

By: _____
 Title: _____
 Date: _____

Recommended for Approval

By: _____
 Title: _____
 Date: _____

Approved by Owner

By: _____
 Title: _____
 Date: _____

EJCDC® C-941, Change Order.

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Page 1 of 1

Change Order - Unit Price Work

CHANGE ORDER NO.: 1

Owner: City of Mitchell	Associates	City's Project No.: #2021-45
Contractor: Michels Road & Stone Inc.	Halme, Inc.	
Project: SD Highway 37 Utility Replacement	North Harmon Sanitary Sewer Outfall	

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

Effective Date of Change Order: 05/05/25

A	B	C	D	E	F	G	H		J
Bid Item No.	Description	Current Contract Information				Proposed Contract Change			New Contract Amount (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Proposed Item Quantity Change	Units	Proposed Item Quantity	
Bid Schedule A									
1	Mobilization	1.0	LS	\$ 1,154,410.73	\$1,154,410.73		LS	1.00	\$ 1,154,410.73
2	Remove Manhole	12.0	Each	\$ 850.00	\$10,200.00		Each	12.00	\$ 10,200.00
3	Remove Asphalt Concrete Pavement	417.0	SqYd	\$ 10.00	\$4,170.00		SqYd	417.00	\$ 4,170.00
4	Remove Fire Hydrant	4.0	Each	\$ 600.00	\$2,400.00		Each	4.00	\$ 2,400.00
5	Remove Valve Box	12.0	Each	\$ 250.00	\$3,000.00		Each	12.00	\$ 3,000.00
6	Remove Gate Valve	12.0	Each	\$ 400.00	\$4,800.00		Each	12.00	\$ 4,800.00
7	Gravel Base Course	295.8	Ton	\$ 13.66	\$4,040.63		Ton	295.80	\$ 4,040.63
8	Asphalt Concrete Composite	108.9	Ton	\$ 125.00	\$13,612.50		Ton	108.90	\$ 13,612.50
9	10" Cured In Place Pipe	684.0	LF	\$ 40.00	\$27,360.00		LF	684.00	\$ 27,360.00
10	12" PVC Encasement Pipe	309.0	Ft	\$ 158.80	\$49,069.20		Ft	309.00	\$ 49,069.20
11	16" PVC Encasement Pipe	190.0	Ft	\$ 194.25	\$36,907.50		Ft	190.00	\$ 36,907.50
12	18" PVC Encasement Pipe	513.0	Ft	\$ 246.50	\$126,454.50		Ft	513.00	\$ 126,454.50
13	20" PVC Encasement Pipe	20.0	Ft	\$ 291.20	\$5,824.00		Ft	20.00	\$ 5,824.00
14	6" PVC Water Main	527.0	Ft	\$ 87.65	\$46,191.55		Ft	527.00	\$ 46,191.55
15	8" PVC Water Main	6.0	Ft	\$ 120.85	\$725.10		Ft	6.00	\$ 725.10
16	12" PVC Water Main	2819.0	Ft	\$ 136.65	\$385,216.35		Ft	2,819.00	\$ 385,216.35
17	18" PVC Water Main	11.0	Ft	\$ 189.90	\$2,088.90		Ft	11.00	\$ 2,088.90
18	6" PVC Restrained Joint Water Main	404.0	Ft	\$ 76.55	\$30,926.20		Ft	404.00	\$ 30,926.20
19	10" PVC Restrained Joint Water Main	290.0	Ft	\$ 111.00	\$32,190.00		Ft	290.00	\$ 32,190.00
20	12" PVC Restrained Joint Water Main	30.0	Ft	\$ 162.20	\$4,866.00		Ft	30.00	\$ 4,866.00
21	20" Ductile Iron Water Main	1573.0	Ft	\$ 245.75	\$386,564.75		Ft	1,573.00	\$ 386,564.75
22	1" Copper Pipe	143.0	Ft	\$ 46.00	\$6,578.00		Ft	143.00	\$ 6,578.00
23	1.5" Copper Pipe	5.0	Ft	\$ 100.00	\$500.00		Ft	5.00	\$ 500.00
24	8" PVC Restrained Joint Sewer Main	370.0	Ft	\$ 97.00	\$35,890.00		Ft	370.00	\$ 35,890.00
25	10" PVC Restrained Joint Sewer Main	410.0	Ft	\$ 120.00	\$49,200.00		Ft	410.00	\$ 49,200.00
26	8" PVC Sewer Pipe	606.0	Ft	\$ 180.00	\$109,080.00		Ft	606.00	\$ 109,080.00
27	10" PVC Sewer Pipe	206.0	Ft	\$ 230.00	\$47,380.00		Ft	206.00	\$ 47,380.00
28	12" PVC Sewer Pipe	33.0	Ft	\$ 265.00	\$8,745.00		Ft	33.00	\$ 8,745.00
29	15" PVC Sewer Pipe	1613.0	Ft	\$ 280.00	\$451,640.00		Ft	1,613.00	\$ 451,640.00
30	4" Sewer Service	30.0	Ft	\$ 110.00	\$3,300.00		Ft	30.00	\$ 3,300.00
31	6" Sewer Service	96.0	Ft	\$ 110.00	\$10,560.00		Ft	96.00	\$ 10,560.00
32	Sanitary Sewer Video Inspection	2507.0	Ft	\$ 2.25	\$5,640.75		Ft	2,507.00	\$ 5,640.75
33	8"x4" Pipe Wye	3.0	Each	\$ 350.00	\$1,050.00		Each	3.00	\$ 1,050.00
34	15"x6" Pipe Wye	2.0	Each	\$ 1,100.00	\$2,200.00		Each	2.00	\$ 2,200.00
35	6"x6" Pipe Tee	1.0	Each	\$ 1,760.00	\$1,760.00		Each	1.00	\$ 1,760.00
36	12"x6" Pipe Tee	2.0	Each	\$ 3,400.00	\$6,800.00		Each	2.00	\$ 6,800.00
37	12"x8" Pipe Tee	1.0	Each	\$ 3,450.00	\$3,450.00		Each	1.00	\$ 3,450.00
38	20"x6" Pipe Tee	7.0	Each	\$ 6,800.00	\$47,600.00		Each	7.00	\$ 47,600.00
39	20"x20" Pipe Tee	1.0	Each	\$ 10,500.00	\$10,500.00		Each	1.00	\$ 10,500.00
40	Tapping Tee	1.0	Each	\$ 1,700.00	\$1,700.00		Each	1.00	\$ 1,700.00
41	Pipe Reducer	1.0	Each	\$ 2,300.00	\$2,300.00		Each	1.00	\$ 2,300.00

Change Order - Unit Price Work
CHANGE ORDER NO.: 1

Owner: City of Mitchell		Associates				City's Project No.: #2021-45			
Contractor: Michels Road & Stone Inc.		Halme, Inc.							
Project: SD Highway 37 Utility Replacement		North Harmon Sanitary Sewer Outfall							
The Contract is modified as follows upon execution of this Change Order:						Effective Date of Change Order: 05/05/25			
A	B	C	D	E	F	G	H		J
Bid Item No.	Description	Current Contract Information				Proposed Contract Change			New Contract Amount (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Proposed Item Quantity Change	Units	Proposed Item Quantity	
42	12"x10" Pipe Reducer	1.0	Each	\$ 3,800.00	\$3,800.00		Each	1.00	\$ 3,800.00
43	20"x10" Pipe Reducer	1.0	Each	\$ 4,500.00	\$4,500.00		Each	1.00	\$ 4,500.00
44	20"x18" Pipe Reducer	1.0	Each	\$ 10,500.00	\$10,500.00		Each	1.00	\$ 10,500.00
45	1" Corporation Stop with Tapping Saddle	5.0	Each	\$ 875.00	\$4,375.00		Each	5.00	\$ 4,375.00
46	1.5" Corporation Stop with Tapping Saddle	1.0	Each	\$ 1,100.00	\$1,100.00		Each	1.00	\$ 1,100.00
47	1" Curb Stop with Box	4.0	Each	\$ 675.00	\$2,700.00		Each	4.00	\$ 2,700.00
48	1.5" Curb Stop with Box	1.0	Each	\$ 950.00	\$950.00		Each	1.00	\$ 950.00
49	6" Pipe Bend	1.0	Each	\$ 1,200.00	\$1,200.00		Each	1.00	\$ 1,200.00
50	10" Pipe Bend	1.0	Each	\$ 2,000.00	\$2,000.00		Each	1.00	\$ 2,000.00
51	12" Pipe Bend	1.0	Each	\$ 2,400.00	\$2,400.00		Each	1.00	\$ 2,400.00
52	8" Pipe Cap	4.0	Each	\$ 600.00	\$2,400.00		Each	4.00	\$ 2,400.00
53	18" Butterfly Valve with Box	1.0	Each	\$ 13,000.00	\$13,000.00		Each	1.00	\$ 13,000.00
54	20" Butterfly Valve with Box	2.0	Each	\$ 15,000.00	\$30,000.00		Each	2.00	\$ 30,000.00
55	6" Gate Valve with Box	8.0	Each	\$ 3,000.00	\$24,000.00		Each	8.00	\$ 24,000.00
56	10" Gate Valve with Box	1.0	Each	\$ 5,400.00	\$5,400.00		Each	1.00	\$ 5,400.00
57	12" Gate Valve with Box	1.0	Each	\$ 6,500.00	\$6,500.00		Each	1.00	\$ 6,500.00
58	Install Fire Hydrant	6.0	Each	\$ 6,700.00	\$40,200.00		Each	6.00	\$ 40,200.00
59	Bore and Jack 16" Pipe	95.0	Ft	\$ 1,190.00	\$113,050.00		Ft	95.00	\$ 113,050.00
60	Reconnect Water Service	6.0	Each	\$ 2,500.00	\$15,000.00		Each	6.00	\$ 15,000.00
61	Connect to Existing Water Main	11.0	Each	\$ 5,250.00	\$57,750.00		Each	11.00	\$ 57,750.00
62	Reconnect Sewer Service	5.0	Each	\$ 2,500.00	\$12,500.00		Each	5.00	\$ 12,500.00
63	Connect to Existing Sewer Main	8.0	Each	\$ 3,000.00	\$24,000.00		Each	8.00	\$ 24,000.00
64	Sewer Bypass Pumping	1.0	LS	\$ 35,000.00	\$35,000.00		LS	1.00	\$ 35,000.00
65	48" Manhole 0' to 6' Deep	15.0	Each	\$ 3,589.35	\$53,840.25		Each	15.00	\$ 53,840.25
66	Manhole Drop Section	6.0	Each	\$ 1,700.00	\$10,200.00		Each	6.00	\$ 10,200.00
67	Extra Depth for 48" Manhole	124.1	Ft	\$ 281.00	\$34,872.10		Ft	124.10	\$ 34,872.10
68	Type D Permanent Seed Mixture	72.0	Lb	\$ 15.00	\$1,080.00		Lb	72.00	\$ 1,080.00
69	Fertilizing	435.0	Lb	\$ 1.00	\$435.00		Lb	435.00	\$ 435.00
70	Fiber Mulching	0.3	Ton	\$ 1,333.33	\$400.00		Ton	0.30	\$ 400.00
CO#1-1	20" Pipe Bend	0.0	Each	\$ 4,207.50	\$0.00	2	Each	2.00	\$ 8,415.00
CO#1-2	Install 10" PVC Water Main	0.0	LF	\$ 46.20	\$0.00	48	LF	48.00	\$ 2,217.60
Total for Bid Schedule A					\$3,650,044.01				\$ 3,660,676.61

PAY ESTIMATES FOR MAY 5, 2025

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Steve Donovan	#2021-14 Firesteel Creek NAWCA Grant Admin.	#13	\$ 3,544.24	\$ 41,057.77	\$ 40,000.00
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-38	\$ 28,127.00	\$ 668,184.78	\$ 767,500.00
WS Construction Management	#2021-30 New Recycling Bldg at Landfill	#10	\$ 51,992.81	\$ 2,210,036.39	\$ 2,262,029.20
Michels Road & Stone Inc.	#2021-45 North Hwy #37 Utility Improvements	#6	\$ 208,651.50	\$ 794,570.61	\$ 3,660,676.61
SPN & Associates	#2021-45 Highway #37 Utility Design-Water	#43	\$ 18,645.39		
SPN & Associates	#2021-45 Highway #37 Utility Design-Sewer	#44	\$ 262.50	\$ 122,181.82	\$ 280,000.00
First Rate Excavate, Inc.	#2022-1 WWTP -Phase II - South Plant-Sched. B	#4	\$ 15,599.48	\$ 552,852.36	\$ 632,754.40
Halme, Inc.	#2022-3 23rd & Ohlman Lift Station Replacement	#4	\$ 611,582.13	\$ 944,965.28	\$ 1,599,142.00
SPN & Associates	#2022-3 23rd & Ohlman Lift Station Replacement	#20	\$ 9,684.62	\$ 54,062.05	\$ 112,500.00
HR Green Inc.	#2022-8 1st & Main/7th & Main Signals	#22	\$ 862.00	\$ 87,830.78	\$ 123,648.00
Schoenfelder Construction Inc.	#2022-26 3rd & Main Streetscape	#9	\$ 67,610.17	\$ 1,389,491.23	\$ 1,520,099.25
Soukup Construction, Inc.	#2023-3 Marina Improvements	#7	\$ 78,028.42	\$ 2,014,025.60	\$ 2,694,040.58
Brosz Engineering, Inc.	#2023-3 Jetty & Marina Bike Trail	#23	\$ 28,730.00	\$ 253,400.50	\$ 309,630.00
Halme, Inc.	#2023-6 North Harmon Sanitary Sewer Outfall	#8	\$ 167,970.10	\$ 2,680,115.96	\$ 3,347,607.25
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#22	\$ 24,756.18	\$ 232,136.03	\$ 325,000.00
Schoenfelder Construction, Inc.	#2023-10 2nd & 4th Main Streetscapes	#1	\$ 126,005.72	\$ 126,005.72	\$ 936,218.29
Rexwinkel Construction	#2023-14 Hitchcock Pickle Ball Courts	#1	\$ 74,980.95	\$ 74,980.95	\$ 399,001.10
SPN & Associates	#2023-14 Hitchcock Pickle Ball Courts	#12	\$ 8,920.73	\$ 39,361.75	\$ 62,500.00
Halme Inc.	#2023-16 Ohlman & S. Harmon Lift Station	#4	\$ 90,222.57	\$ 943,615.12	\$ 1,240,823.50
SPN & Associates	#2023-16 Ohlman & S. Harmon Lift Station	#19	\$ 6,392.88	\$ 48,747.08	\$ 96,900.00
Brosz Engineering	#2023-23 West End Bridge (BIG Grant)	#10	\$ 1,845.00	\$ 33,720.00	\$ 49,400.00
Brosz Engineering Inc.	#2024-2 East 5th - Burr to Foster - Utilities	#15	\$ 23,150.00	\$ 238,710.00	\$ 238,710.00
SPN & Associates	#2025-1 North Ohlman 23rd to Kemper	#3	\$ 11,846.78	\$ 46,447.30	\$ 245,000.00
SPN & Associates	#2025-6 1st Avenue - Burr to Foster	#3	\$ 15,614.63	\$ 24,991.04	\$ 265,000.00
SPN & Associates	#2025-23 Cadwell Park Infield Improvements	#2	\$ 1,970.00	\$ 6,002.99	\$ 33,000.00
Helms & Associates	AIP '34 Airport Runway 18/36 Reconstruction	#5	\$ 3,075.43	\$ 70,734.81	\$ 981,619.00
	TOTALS		\$ 1,680,071.23	\$ 13,698,227.92	\$ 22,222,799.18

Prepared by Deb Hanson-Sudbeck

PACKET : 07313 07314 07315

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-35882B15-0175	101-41110-42300	LEGAL PUBLICA GASB ANNUAL REPORT	206565	474.64
		I-35882B15-0176	101-41110-42300	LEGAL PUBLICA NOTICE OF PUBLIC HEARING	206565	18.24
		I-35882B15-0177	101-41110-42300	LEGAL PUBLICA NOTICE OF PUBLIC HEARING	206565	22.80
		I-35882B15-0178	101-41110-42300	LEGAL PUBLICA KRALL GENERAL PUBLIC NOTICE	206565	103.97
01-04015	CORN PALACE					
		I-202504080506	101-41110-42600	SUPPLIES & MA POPCORN BALLS	206569	15.00
		I-202504160544	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	206570	15.00
		I-202504220562	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	206571	15.00
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	664.65

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00652	ELO PROF LLC					
		I-127094	101-41420-42200	PROFESSIONAL ANNUAL AUDIT FOR 2024	206580	28,749.23
01-09703	AMAZON CAPITAL SERVICES					
		I-1PRD-PG19-GWCH	101-41420-42600	SUPPLIES & MA SHEET PROTECTORS	206546	68.76
		I-1QGY-7DTN-TJJQ	101-41420-42600	SUPPLIES & MA SCOTCH TAPE	206546	25.93
DEPARTMENT 1420 FINANCE						TOTAL: 28,843.92

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1440 HUMAN RESOURCES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00120562-00	101-41440-42231	EMPLOYEE PHYS DOT TESTING,DRUG SCREENING	206549	649.00
01-06546	PRO CONTRACTING INC					
		I-1343	101-41440-42220	CDL TRAINING DAVIS DOT TRUCK TRAINING	206647	300.00
01-08789	MIKE CARPENTIER					
		I-596	101-41440-42220	CDL TRAINING DAVIS CDL TRAINING	206560	650.00
01-10283	AVERA PATIENT FINANCIAL					
		I-QX6000190708	101-41440-42231	EMPLOYEE PHYS PHYSICAL SCREENING	206550	281.00
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	1,880.00

PACKET : 07313 07314 07315
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08281	VESTIS					
		I-6380278774	101-41920-42520	REPAIR-CITY H MAT CLEANING	206683	66.84
DEPARTMENT 1920 MUNICIPAL BUILDINGS						TOTAL: 66.84

PACKET : 07313 07314 07315

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-2279-2393	101-41935-42615	POSTAGE POSTAGE 04.01-15.2025	206648	432.06
		I-619944	101-41935-42615	POSTAGE FLATS POSTAGE 04.01-15.2025	206648	2.29
01-09703	AMAZON CAPITAL SERVICES					
		I-1JT7-RXGT-Q7WF	101-41935-42600	SUPPLIES FLASH DRIVE	206546	49.98
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						484.33

1/30/2025 5:28 PM
 PACKET : 07313 07314 07315
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 2110 POLICE DEPARTMENT
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00377	MINER COUNTY AUDITOR					
		I-04152025	101-42110-42902	ALCOHOL TASK ALCOHOL COMPLIANCE TESTING	206626	81.64
01-00424	RUNNINGS SUPPLY INC					
		I-2042920	101-42110-42600	SUPPLIES CAT FOOD,GUN CLEANER	206653	26.47
01-01050	IVERSON					
		I-STD-0007491	101-42110-42902	ALCOHOL TASK VEHICLE RETNAL	206607	101.96
01-01199	STURDEVANTS AUTO VALUE					
		I-815054607	101-42110-42500	REPAIR & MAIN BRAKE FLUID	206667	26.99
01-01322	LARRY'S I-90 SERVICE IN					
		I-106621	101-42110-42610	GAS OIL TIRES FUSE,TIRE PRESSURE SENSOR	206614	204.83
		I-106686	101-42110-42610	GAS OIL TIRES TIRE REPAIR	206614	31.05
01-01532	FEDEX					
		I-8-832-73105	101-42110-42200	PROFESSIONAL EVIDENCE MAILING	206585	19.52
01-02684	STREICHER'S - MINNEAPOL					
		C-CM283056	101-42110-42600	SUPPLIES RETURNED SHIPPING COST	206665	63.05-
		I-I1756069	101-42110-42600	SUPPLIES VESTS	206665	360.00
01-04066	TRANSWEST - SIOUX FALLS					
		I-094P12101	101-42110-42500	REPAIR & MAIN BRAKE BOOSTER	206679	422.94
01-04497	DEAN KNIPPLING					
		I-04212025	101-42110-42700	TRAVEL, CONF DEADWOOD CHIEFS CONF-MEALS	206612	28.00
01-05234	DANIEL FECHNER					
		I-04212025	101-42110-42700	TRAVEL, CONF DEADWOOD SOR TRNG-MEAL REIMB	206584	80.00
01-07861	THE LODGE AT DEADWOOD					
		I-68463	101-42110-42700	TRAVEL, CONF TEGETHOFF DEADWOOD ROOMS	206672	210.00
		I-68480	101-42110-42700	TRAVEL, CONF TEGETHOFF DEADWOOD ROOM	206672	210.00
01-08014	VERN EIDE CHEVROLET GMC					
		I-16111857/1	101-42110-42980	VEHICLE TOWIN NIGHT TIME TOWING	206682	245.00
01-08281	VESTIS					
		I-6380279682	101-42110-42200	PROFESSIONAL MAT CLEANING	206683	77.35
01-09703	AMAZON CAPITAL SERVICES					
		I-1XT1-NDNN-9J4X	101-42110-42600	SUPPLIES LOCKABLE PILL BOTTLE ORGANIZER	206546	4.89
		I-1XT1-NDNN-9J4X	101-42110-42630	PROJECT LIFES LOCKABLE PILL BOTTLE ORGANIZER	206546	32.92
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	101-42110-42610	GAS OIL TIRES UNLEADED GAS	206623	4,781.58

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2110 POLICE DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10486	AT&T MOBILITY - POLICE					
	I-9001X04232025		101-42110-42800	TELEPHONE ACCT #287283989001	206548	1,062.24
DEPARTMENT 2110 POLICE DEPARTMENT						TOTAL: 7,944.33

PACKET : 07313 07314 07315
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-2041363	101-42130-42540	SIGNS FUEL BARE,BATTERY,SAW BLADE	206653	218.99
01-01199	STURDEVANTS AUTO VALUE					
		I-815054392	101-42130-42560	SIREN REPAIR MIDDLE SCHOOL SIREN BATTERY	206667	500.00
		I-815054393	101-42130-42560	SIREN REPAIR NORTH RIDGE SIREN BATTERY	206667	500.00
		I-815054609	101-42130-42500	REPAIRS BRAKE PAD,AXLE O-RING KIT	206667	58.98
		I-815055304	101-42130-42610	GAS, OIL, TIR OIL FILTERS,FUEL DOMESTIC,OIL	206667	38.67
01-01805	FASTENAL COMPANY					
		I-SDMIT178349	101-42130-42600	SUPPLIES VESTS	206583	85.23
01-01830	NORTHWESTERN ENERGY					
		I-2578443-0.04.25	101-42130-42840	BUILDING UTIL 705 N CAPITAL ST	206637	370.70
		I-2579139-3.04.25	101-42130-42810	UTILITIES-TRA 901 N MINNESOTA ST	206637	13.23
		I-2579461-1.04.25	101-42130-42810	UTILITIES-TRA N SANBORN AND 12TH AVE	206637	64.01
		I-2580311-5.04.25	101-42130-42810	UTILITIES-TRA 1204 N KIMBALL ST	206637	13.59
		I-2580312-3.04.25	101-42130-42810	UTILITIES-TRA N MAIN AND 12TH AVE	206637	50.07
		I-2580491-5.04.25	101-42130-42810	UTILITIES-TRA 1403 N KIMBALL ST	206637	13.42
		I-2581249-6.04.25	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	206637	27.55
		I-2581250-4.04.25	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	206637	25.43
		I-2581251-2.04.25	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	206637	23.84
		I-2581252-0.04.25	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	206637	28.79
		I-2581521-8.04.25	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	206637	121.39
		I-2582741-1.04.25	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	206637	551.49
		I-2583138-9.04.25	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	206637	13.76
		I-2583139-7.04.25	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	206637	13.76
		I-2583145-4.04.25	101-42130-42810	UTILITIES-TRA 1522 W UNIVERSITY AVE	206637	13.42
		I-2583147-0.04.25	101-42130-42810	UTILITIES-TRA 310 W NORWAY	206637	13.95
		I-2583319-5.04.25	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	206637	85.33
		I-2583840-0.04.25	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	206637	129.03
		I-2585416-7.04.25	101-42130-42810	UTILITIES-TRA 700 E NORWAY AVE	206637	274.49
		I-2585457-1.04.25	101-42130-42810	UTILITIES-TRA 700 E KAY AVE	206637	173.31
		I-2719916-5.04.25	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE EMERGENCY SI	206637	25.79
		I-2734281-5.04.25	101-42130-42520	EMERGENCY SIR 900 BLOCK OF E 11TH ST SIREN	206637	27.02
		I-2735044-6.04.25	101-42130-42835	UTILITIES-STR 801 N KIMBALL	206637	12.00
		I-2745956-9.04.25	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	206637	28.44
		I-2748245-4.04.25	101-42130-42810	UTILITIES-TRA BURR & SPRUCE SIGNAL LIGHTS	206637	283.72
		I-2748246-2.04.25	101-42130-42810	UTILITIES-TRA N RAMPS I 90 SIGNAL LIGHTS SGN	206637	178.27
		I-2784889-4.04.25	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	206637	13.42
		I-2784890-2.04.25	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	206637	13.23
		I-2943370-3.04.25	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR TRAFFIC S	206637	66.58
		I-2980768-2.04.25	101-42130-42810	UTILITIES-TRA 121 W HAVENS	206637	138.69
		I-3045379-9.04.25	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	206637	13.06
		I-3045401-1.04.25	101-42130-42810	UTILITIES-TRA 921 N CAPITAL	206637	13.06
		I-3621835-2.04.25	101-42130-42810	UTILITIES-TRA S RAMPS I 90 SIGNAL LIGHTS SGN	206637	184.92
		I-3701975-9.04.25	101-42130-42835	UTILITIES-STR N RAMPS I 90 STREET LIGHT	206637	499.52
01-06045	TRAFFIC CONTROL CORPORA					

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT 2130	TRAFFIC DEPARTMENT	TOTAL:	6,642.23
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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-2583799-8.04.25	101-42200-42810	UTILITIES	201 W 1ST AVE FIRE	206637 3,428.58
01-02258	JACKI LARSON					
		I-04222025	101-42200-42600	SUPPLIES	PEANUTS,M&MS,PICTURE	206615 32.43
01-02679	MENARD'S INC					
		I-86263	101-42200-43200	BUILDINGS	SINK	206619 419.00
01-02790	SUN GOLD SPORTS LLC					
		I-32342	101-42200-42600	SUPPLIES	RETIREMENT PLAQUE	206670 30.00
01-06006	FORMATOP					
		I-211314	101-42200-43200	BUILDINGS	COUNTERTOPS	206589 1,255.53
01-09443	FOX PAINT & BLINDS					
		I-7MF69	101-42200-43200	BUILDINGS	KITCHEN PAINT	206590 73.58
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	101-42200-42610	GAS & OIL	UNLEADED GAS	206623 232.64
		I-79570	101-42200-42610	GAS & OIL	UNLEADED GAS	206623 28.48
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	5,500.24

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00210	BAILEY METAL FABRICATOR					
		I-64739	101-43100-42600	SUPPLIES FLAT DROP PIECE	206552	15.00
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-00262	GREAT WESTERN TIRE CO					
		I-1-654937	101-43100-42600	SUPPLIES NEW TRUCK TIRES	206593	1,884.75
01-00424	RUNNINGS SUPPLY INC					
		I-2038267	101-43100-42600	SUPPLIES TANK STANDING LEG,PUMP	206653	659.94
		I-2039516	101-43100-42600	SUPPLIES HOSE CLAMPS,FITTINGS,SPRAY HOS	206653	129.81
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-00712	NAPA CENTRAL					
		I-813807	101-43100-42600	SUPPLIES FITTINGS	206633	81.08
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-00917	DAKOTA FLUID POWER INC					
		I-7323674	101-43100-42600	SUPPLIES HEAD ASSEMBLY,X REEL	206573	1,221.20
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-7323675	101-43100-42600	SUPPLIES FEMALE JIC SWIVEL	206573	281.06
	PROJ: L58-42600	162		SUPPLIES MATERIALS		
		I-7323676	101-43100-42600	SUPPLIES CAP NUTS,PLUGS	206573	20.89
	PROJ: L49-42600	151		SUPPLIES MATERIALS		
		I-7323677	101-43100-42600	SUPPLIES HEAD ASSEMBLY,HYDRAULIC HOUSIN	206573	1,051.95
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-01130	KIMBALL MIDWEST					
		I-103277014	101-43100-42600	SUPPLIES GALLON CASE,BUTT CONN	206611	607.96
01-01199	STURDEVANTS AUTO VALUE					
		I-815054608	101-43100-42600	SUPPLIES OIL FLEET,FUEL FLEET,PLUG,RELA	206667	166.98
	PROJ: L59-42600	163		SUPPLIES MATERIALS		
01-01239	BUTLER MACHINERY INC					
		C-13CS0009788	101-43100-42600	SUPPLIES CORE CREDIT	206558	1,474.56-
	PROJ: L24-42600	125		SUPPLIES MATERIALS		
01-01404	MITCHELL IRON & SUPPLY					
		I-85420	101-43100-42600	SUPPLIES RECTANGULAR TUBE	206628	174.08
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-85479	101-43100-42600	SUPPLIES OIL SEAL	206628	16.59
	PROJ: L74-42600	906		SUPPLIES MATERIALS		
01-02527	TRANSOURCE					
		I-41P60444	101-43100-42600	SUPPLIES BRAKE,BEARING GREASE,SCREW	206678	761.17
	PROJ: L21-42600	121		SUPPLIES MATERIALS		
01-02811	JONES SUPPLIES					
		I-151609	101-43100-42600	SUPPLIES T-TISSUE FOR CRACK SEALING	206610	544.88

PACKET : 07313 07314 07315

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
01-03099	LAWSON PRODUCTS INC					
		I-9312390385	101-43100-42600	SUPPLIES WASHERS,NUTS,CAP SCREWS,CONN	206616	2,437.59
		I-9312403455	101-43100-42600	SUPPLIES DUAL WALL HEAT SHRINK	206616	26.29
01-04293	JCL SOLUTIONS					
		I-2004230	101-43100-42600	SUPPLIES BATH TISSUE	206608	348.80
01-08130	C & B OPERATIONS LLC					
		I-13185533	101-43100-42600	SUPPLIES RADIATOR REPAIR	206559	101.34
	PROJ: L47-42600	148		SUPPLIES MATERIALS		
		I-13190675	101-43100-42500	REPAIRS HOSE CLAMPS	206559	7.91
	PROJ: L55-42500	156		REPAIR MAINTENANCE		
01-08339	I-STATE TRUCK CENTER					
		I-C261382276:02	101-43100-42600	SUPPLIES OPTION SWITCH	206603	139.66
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-09138	MIDSTATES EQUIPMENT & S					
		I-225263	101-43100-42600	SUPPLIES 45 CUBIC INCH MOTOR	206622	1,527.00
	PROJ: L74-42600	906		SUPPLIES MATERIALS		
01-09512	ENVIRONMENTAL EQUIPMENT					
		I-24902	101-43100-42600	SUPPLIES STEEL GUTTER BROOM SETS	206581	403.42
	PROJ: L25-42600	127		SUPPLIES MATERIALS		
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	101-43100-42610	GAS UNLEADED GAS	206623	891.76
				DEPARTMENT 3100 STREET DEPARTMENT	TOTAL:	12,026.55

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3110 PUBLIC WORKS ADMIN

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-815055308	101-43110-42600	SUPPLIES WIPER BLADES	206667	33.98
01-02170	DAVISON COUNTY REGISTER					
		I-04292025	101-43110-42200	PROFESSIONAL PARTY WALL EASEMENT	206577	30.00
01-02679	MENARD'S INC					
		I-85939	101-43110-42600	SUPPLIES CHISEL BROAD,PERF GLOVE	206619	2.97
		I-85939	101-43110-42610	GAS CHISEL BROAD,JON T PERF GLOVE	206619	13.99
01-03114	SUBWAY					
		I-2/A-680041	101-43110-42750	PLANNING COMM 04.28.25 PLANNING COMM MEALS	206669	62.93
01-03678	INTERSTATE OFFICE PRODU					
		I-01EG4354	101-43110-42600	SUPPLIES LETTER FOLDERS	206606	114.50
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	101-43110-42610	GAS UNLEADED GAS	206623	831.95
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	1,090.32

PACKET : 07313 07314 07315

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
01-01450	MUTH ELECTRIC INC					
		I-679572	101-43120-43300	STREET OVERLA REBAR CAGE FOR 5TH & MAIN	206632	253.46
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2022-26 P.E. #9	101-43120-43300	STREET OVERLA 2022-26 P.E. #9	206657	67,610.17
		I-2023-10 P.E. #1	101-43120-43300	STREET OVERLA 2023-10 P.E. #1	206657	49,142.23
01-06294	BROSZ ENGINEERING INC					
		I-2023-23 P.E. #10	101-43120-43312	WEST END BRID 2023-23 P.E. #10	206557	1,845.00
01-06546	PRO CONTRACTING INC					
		I-1966	101-43120-42521	SIDEWALK CONS ROWLEY & FIR ADA RAMP INSTALL	206647	1,175.51
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						120,026.37

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3150 STORM DRAINAGE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
	I-3288018-9.04.25	101-43150-42800	UTILITIES	CABELA DR	206637	38.00
01-02485	SCHOENFELDER CONSTRUCTI					
	I-2023-10 P.E. #1	101-43150-43343	2ND, 4TH, & R 2023-10 P.E. #1		206657	34,021.55
DEPARTMENT 3150 STORM DRAINAGE					TOTAL:	34,059.55

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3700 CEMETERY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE					
		I-IG2123	101-43700-42610	GAS & FUEL GOLF RUBY FIELDMASTER	206563	59.63
		I-IG2124	101-43700-42610	GAS & FUEL GOLF UNLEADED GAS	206563	121.41
01-01199	STURDEVANTS AUTO VALUE					
		I-815055237	101-43700-42600	SUPPLIES & MA BATTERY, HD COMM TERMINAL	206667	100.80
01-01404	MITCHELL IRON & SUPPLY					
		I-85510	101-43700-42600	SUPPLIES & MA DRILL ROD WATER HARDENING	206628	7.62
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.04.25	101-43700-42800	UTILITIES 700 W 23RD AVE	206637	187.05
		I-2581641-4.04.25	101-43700-42800	UTILITIES W 23RD	206637	16.07
01-02170	DAVISON COUNTY REGISTER					
		I-04172025	101-43700-42600	SUPPLIES & MA CEMETERY RESEARCH	206577	9.00
01-02880	THUNE TRUE VALUE & APPL					
		I-A593709	101-43700-42600	SUPPLIES & MA GARBAGE BAGS	206673	20.99
01-06001	WANDA RAMBIN					
		I-04212025	101-43700-42999	REFUND OF FEE REFUND 2 GRAVE LOTS	206649	1,000.00
01-08281	VESTIS					
		I-6380277442	101-43700-42600	SUPPLIES & MA MAT CLEANING	206683	33.26
01-09058	SITEONE LANDSCAPE SUPPL					
		I-152244193-001	101-43700-42602	CHEMICALS ROUNDUP,FERTILIZER	206660	111.35
DEPARTMENT 3700 CEMETERY					TOTAL:	1,667.18

PACKET : 07313 07314 07315

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
01-01830	NORTHWESTERN ENERGY					
		I-2719777-1.04.25	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG	206637	126.99
01-09865	MITCHELL ANIMAL RESCUE					
		I-05012025	101-44120-42900	IMPOUNDING DO MAY 2025 MANAGEMENT FEE	206627	350.00
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	476.99

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 5000 CULTURE & RECREATION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01414	MITCHELL PREHISTORIC IN					
	I-04242025		101-45000-42908	MIT PREHISTOR 2025 2ND QTR ALLOCATION	206629	4,750.00
DEPARTMENT 5000 CULTURE & RECREATION						TOTAL: 4,750.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00138	SCHOLASTIC LIBRARY PUBL					
		I-70873101	101-45500-43420	BOOKS CHILDREN'S BOOK	206658	14.99
01-00553	DEMCO INC					
		I-7633443	101-45500-42600	SUPPLIES & MA PLASTIC ADHESIVE,PAPER JACKETS	206578	86.08
01-01015	INGRAM LIBRARY SERVICES					
		I-87546200	101-45500-43420	BOOKS BOOKS	206604	213.54
		I-87546201	101-45500-43420	BOOKS BOOKS	206604	728.22
		I-87546202	101-45500-43420	BOOKS BOOK	206604	24.60
		I-87570923	101-45500-43420	BOOKS BOOKS	206604	365.16
		I-87607133	101-45500-43420	BOOKS BOOKS	206604	110.37
		I-87674738	101-45500-43420	BOOKS BOOKS	206604	143.92
		I-87722693	101-45500-43420	BOOKS BOOKS	206604	334.01
		I-87729641	101-45500-43420	BOOKS BOOKS	206604	175.50
		I-87746892	101-45500-43420	BOOKS BOOKS	206604	70.78
01-01830	NORTHWESTERN ENERGY					
		I-2585828-3.04.25	101-45500-42800	UTILITIES 221 N DUFF ST	206637	3,524.61
01-02679	MENARD'S INC					
		I-85885	101-45500-42600	SUPPLIES & MA DRY SEAL RUBBER,PREMIUM SBS	206619	30.48
		I-86328	101-45500-42600	SUPPLIES & MA END CAP	206619	4.49
01-06583	BAKER & TAYLOR					
		I-2038986656	101-45500-43420	BOOKS CHILDREN'S BOOK	206553	4.85
01-08594	MAKE IT MINE DESIGNS					
		I-40549	101-45500-42600	SUPPLIES & MA WHITE VINYL SIGNAGE	206618	97.00
01-09633	STAPLES					
		I-6029421575	101-45500-42600	SUPPLIES & MA POST IT NOTES	206663	13.16
01-09703	AMAZON CAPITAL SERVICES					
		I-111C-QTJC-KP1N	101-45500-43420	BOOKS MOVIES	206546	300.19
		I-1RC6-D9X4-4VX1	101-45500-43420	BOOKS BOOKS	206546	77.57
01-10612	THE FIRE GROUP INC					
		I-19757	101-45500-42500	REPAIR & MAIN ANNUAL SPRINKLER INSPECTION	206671	200.00
DEPARTMENT 5500 LIBRARY					TOTAL:	6,519.52

FUND 101 GENERAL					TOTAL:	232,643.02

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5140 RECREATION CENTER

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01410	MITCHELL SCHOOL DISTRIC					
		I-2701763-1.03.25	201-45140-42800	UTILITIES 1301 N KIMBALL ST-CITY SHARE	206630	1,877.82
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-02560	PEPSI COLA COMPANY					
		I-97817043	201-45140-42601	CONCESSION SU POP,GATORADES,WATER,BUBBLRS	206644	334.48
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-02567	S & M PRINTING INC					
		I-84237	201-45140-42600	SUPPLIES & MA POLICIES FORMS	206655	72.00
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
01-02811	JONES SUPPLIES					
		I-151584	201-45140-42600	SUPPLIES & MA BATH TISSUE,T-TISSUE,TOWELS	206610	112.44
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-02880	THUNE TRUE VALUE & APPL					
		I-A592784	201-45140-42600	SUPPLIES & MA LUGGAGE LOCK	206673	14.99
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
01-05960	FITNESS BY DESIGN					
		I-1169	201-45140-43300	CAPITAL IMPRO NAUTILUS BENCH	206588	1,335.00
01-08245	XTREME FIRE PROTECTION					
		I-8522	201-45140-42500	REPAIR & MAIN ANNUAL FIRE SPRINKLER INSPECTN	206685	200.00
	PROJ: J06-RM-BLDG	REC CTR-GENERAL BLDG		REPAIR/MAINT-BUILDING		
01-09703	AMAZON CAPITAL SERVICES					
		I-1T4P-9PDG-CPQQ	201-45140-42500	REPAIR & MAIN SPEAKERS,RECEIVER,WIRES	206546	188.10
	PROJ: J06-RM-BLDG	REC CTR-GENERAL BLDG		REPAIR/MAINT-BUILDING		
		I-1T4P-9PDG-CPQQ	201-45140-42600	SUPPLIES & MA SPEAKERS,RECEIVER,WIRES	206546	188.09
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
				DEPARTMENT 5140 RECREATION CENTER	TOTAL:	4,322.92

PACKET : 07313 07314 07315

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
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-2037674	201-45160-42600	SUPPLIES & MA THIMBLE,ROPE CLIP	206653	13.61	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
	I-2038376	201-45160-42600	SUPPLIES & MA INSERT ELBOW,NIPPLE,BALL VALVE	206653	7.87	
	PROJ: H04-42600	BASEBALL	SUPPLIES/MATERIALS			
01-00436	CHS FARMERS ALLIANCE					
	I-IG4293	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	206563	104.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
01-01490	MUELLER LUMBER CO. INC.					
	I-301158	201-45160-42600	SUPPLIES & MA TREATED WOOD,TORX SCREW	206631	77.75	
	PROJ: H07-42600	PEPSI COMPLEX	SUPPLIES/MATERIALS			
01-01497	GRAINGER					
	I-9472429126	201-45160-42600	SUPPLIES & MA WIRE ROPE	206592	182.00	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
01-01819	NORTHWEST PIPE FITTINGS					
	I-462920	201-45160-42600	SUPPLIES & MA ELECTRIC VALVE	206636	158.87	
	PROJ: H07-42600	PEPSI COMPLEX	SUPPLIES/MATERIALS			
	I-463447	201-45160-42600	SUPPLIES & MA BAND SAW BLADES	206636	51.56	
	PROJ: H07-42600	PEPSI COMPLEX	SUPPLIES/MATERIALS			
01-01830	NORTHWESTERN ENERGY					
	I-2579141-9.04.25	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	206637	8,480.43	
	PROJ: H06-42800	ARENA-NORTH RINK	UTILITIES			
	I-2991007-2.04.25	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	206637	1,061.37	
	PROJ: H06-42800	ARENA-NORTH RINK	UTILITIES			
01-01964	DAKOTA SUPPLY GROUP					
	C-S104635546.001	201-45160-42600	SUPPLIES & MA FAUCET RETURNED	206576	150.30-	
	PROJ: H04-42600	BASEBALL	SUPPLIES/MATERIALS			
	I-S104578438.001	201-45160-42500	REPAIR & MAIN CONTROL STOP REPAIR KIT	206576	85.76	
	PROJ: H04-42500	BASEBALL	REPAIR/MAINTENANCE			
	I-S104627213.001	201-45160-42500	REPAIR & MAIN COUPLINGS,PIPES,TUBES	206576	92.79	
	PROJ: H05-42500	SOFTBALL	REPAIR/MAINTENANCE			
	I-S104632304.001	201-45160-42500	REPAIR & MAIN WALL HUNG CLOSETS	206576	24.67	
	PROJ: H04-42500	BASEBALL	REPAIR/MAINTENANCE			
	I-S104633167.001	201-45160-42500	REPAIR & MAIN FAUCETS,THERMOSTAT,VALVE,FLEX	206576	368.18	
	PROJ: H04-42500	BASEBALL	REPAIR/MAINTENANCE			
	I-S104633296.001	201-45160-42500	REPAIR & MAIN TOILET TANKS,SEATS	206576	311.14	
	PROJ: H04-42500	BASEBALL	REPAIR/MAINTENANCE			
01-02480	SPN & ASSOCIATES					
	I-2025-23 P.E. #2	201-45160-43300	CAPITAL IMPRO 2025-23 P.E. #2	206662	1,970.00	
01-02679	MENARD'S INC					
	I-85971	201-45160-42650	UNIFORMS TEGELS LOGOD SHIRTS	206619	51.92	

PACKET : 07313 07314 07315

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
01-02679	MENARD'S INC		continued			
		I-86157	201-45160-42600	SUPPLIES & MA COB LED,FLASHLIGHT,BULB BASE	206619	183.89
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-02790	SUN GOLD SPORTS LLC					
		I-32390	201-45160-42650	UNIFORMS TEGELS LOGOD SHIRTS	206670	64.00
01-02804	TMA STORES					
		I-108716	201-45160-42500	REPAIR & MAIN TUBE REPAIR	206675	24.68
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-02880	THUNE TRUE VALUE & APPL					
		I-A592213	201-45160-42600	SUPPLIES & MA NUTS,BOLTS,HANDLES,CLOSET	206673	58.40
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-A592871	201-45160-42600	SUPPLIES & MA TOILET FLAPPER	206673	11.98
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-A593408	201-45160-42600	SUPPLIES & MA FCT CONNECTOR	206673	12.98
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-B302198	201-45160-42600	SUPPLIES & MA CONNECTOR,LEVER,ADJ ANTI-S33	206673	41.25
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-08281	VESTIS					
		I-6380277040	201-45160-42500	REPAIR & MAIN MAT CLEANING	206683	59.73
	PROJ: H06-42500	ARENA-NORTH RINK		REPAIR-MAINTENANCE		
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	201-45160-42610	GAS & FUEL UNLEADED GAS	206623	531.09
				DEPARTMENT 5160 SPORTS COMPLEXES	TOTAL:	13,879.62

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-2038183	201-45210-42600	SUPPLIES & MA SPONGE MOP,SLIDELOCK,BATTERY	206653	75.46
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2038802	201-45210-42600	SUPPLIES & MA BRAKE,FILE CONE,U-BOLTS,PAINT	206653	146.44
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2039232	201-45210-42600	SUPPLIES & MA SHACKLE STRAP,OIL,ALL FLEET	206653	73.95
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IG2125	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	206563	101.60
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IG2126	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	206563	111.76
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IG2127	201-45210-42610	GAS & FUEL P&R UNLEADED GAS	206563	975.88
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
01-00712	NAPA CENTRAL					
		I-813637	201-45210-42500	REPAIR & MAIN LICENSE PLATE LIGHT SOCKET	206633	10.02
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01036	REXWINKEL CONCRETE INC.					
		I-2023-14 P.E. #1	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #1	206651	74,980.95
01-01199	STURDEVANTS AUTO VALUE					
		I-815053800	201-45210-42500	REPAIR & MAIN WASHER PUMP,FILTERS,BATTERY	206667	151.60
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815054218	201-45210-42500	REPAIR & MAIN OIL FILTERS	206667	13.66
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815054614	201-45210-42500	REPAIR & MAIN OIL FILTERS FOR DOME	206667	7.93
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815055012	201-45210-42500	REPAIR & MAIN MINATURE LAMPS,WIPERS,OIL FILT	206667	130.63
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815055218	201-45210-42500	REPAIR & MAIN PERMATEx SENSOR,SPARK PLUG	206667	97.99
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01450	MUTH ELECTRIC INC					
		I-679534	201-45210-42500	REPAIR & MAIN LOCATE BROKEN WIRES	206632	872.44
	PROJ: H56-42500	HITCHCOCK PARK		REPAIR/MAINTENANCE		
		I-679571	201-45210-42500	REPAIR & MAIN TRACED OUT,DISCONNECT PICKLEBL	206632	196.63
	PROJ: H56-42500	HITCHCOCK PARK		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2581647-1.04.25	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	206637	24.97
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.04.25	201-45210-42800	UTILITIES PATTON YOUNG	206637	139.93
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		
		I-2748483-1.04.25	201-45210-42800	UTILITIES ACCESS LOT METER	206637	12.00
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2967874-5.04.25	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	206637	49.43
	PROJ: H65-42800	AMPHITHEATER		UTILITIES		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-2997129-8.04.25	201-45210-42800	UTILITIES 800 E 11TH AVE	206637	17.13
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-3975323-1.04.25	201-45210-42800	UTILITIES 502 S LAWLER ST	206637	67.37
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-3975325-6.04.25	201-45210-42800	UTILITIES 612 W ASH AVE	206637	44.16
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S104594236.001	201-45210-42600	SUPPLIES & MA FAUCET,GASKET	206576	154.66
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
01-02480	SPN & ASSOCIATES					
		I-2023-14 P.E. #12	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #12	206662	8,920.73
01-02679	MENARD'S INC					
		I-85503	201-45210-42600	SUPPLIES & MA TAPCON HEX,ALLIGATOR ANCHOR	206619	9.35
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-85540	201-45210-42600	SUPPLIES & MA TUBE,FLEX EXTENSION,SHARPIE	206619	15.96
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-02811	JONES SUPPLIES					
		I-151670	201-45210-42600	SUPPLIES & MA BLACK LINERS	206610	22.75
	PROJ: H55-42600	DRY RUN CREEK PARK		SUPPLIES/MATERIALS		
		I-151671	201-45210-42600	SUPPLIES & MA BLACK LINERS	206610	136.50
	PROJ: H60-42600	NORTHRIDGE PARK		SUPPLIES/MATERIALS		
01-09058	SITEONE LANDSCAPE SUPPL					
		I-150743855-001	201-45210-42600	SUPPLIES & MA ACC CONTROLLERS,VALVE,WIRES	206660	1,348.23
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-09633	STAPLES					
		I-6029421634	201-45210-42600	SUPPLIES & MA WIPERS	206663	294.96
	PROJ: H66-42600	CAMP ARROYA		SUPPLIES/MATERIALS		
		I-6029421635	201-45210-42600	SUPPLIES & MA MOP	206663	52.08
	PROJ: H61-42600	PIONEER PARK		SUPPLIES/MATERIALS		
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	201-45210-42610	GAS & FUEL UNLEADED GAS	206623	63.23
DEPARTMENT 5210 PARKS					TOTAL:	89,320.38

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5220 SUPERVISION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02624	SD PUBLIC ASSURANCE ALL					
		I-31373-4221	201-45220-42100	INSURANCE JD MOWER ADDITIONAL COVERAGE	206659	103.97
DEPARTMENT 5220 SUPERVISION					TOTAL:	103.97

FUND 201 PARK FUND					TOTAL:	107,626.89

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 203 LAKE MITCHELL

DEPARTMENT: 5220 LAKE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06294	BROSZ ENGINEERING INC					
		I-2023-3 P.E. #23	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #23	206557	28,730.00
01-07801	SOUKUP CONSTRUCTION INC					
		I-2023-3 P.E. #7	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #7	206661	78,028.42
01-09753	STEVE DONOVAN					
		I-2021-14 P.E. #13	203-45220-43310	WATERSHED IMP 2021-14 P.E. #13	206664	3,544.24
01-10410	BARR ENGINEERING CO INC					
		I-2021-20PE#PH2-38	203-45220-43300	LAKE IMPROVEM 2021-20 P.E. #PH2-38	206554	28,127.00
DEPARTMENT 5220 LAKE					TOTAL:	138,429.66

FUND 203 LAKE MITCHELL					TOTAL:	138,429.66

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10486	AT&T MOBILITY - POLICE					
		I-9001X04232025	214-43500-42800	UTILITIES - T ACCT #287283989001	206548	46.19
DEPARTMENT 3500 E-911					TOTAL:	46.19

FUND 214 E-911 EMERGENCY					TOTAL:	46.19

BANK: Multi

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PACKET : 07313 07314 07315

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
01-02679	MENARD'S INC					
		I-86218	218-45180-42600	SUPPLIES & MA URN,LED LIGHTS,POTTING	206619	74.94
01-07987	AT&T MOBILITY - PALACE					
		I-3882X04232025	218-45180-42800	UTILITIES ACCT #287298243882	206547	17.08
01-09633	STAPLES					
		I-6029489750	218-45180-42600	SUPPLIES & MA GLOVES,PENS	206663	16.67
				DEPARTMENT 5180 JVCC	TOTAL:	108.69
				FUND 218 COMMUNITY SERVICES	TOTAL:	8,072.08

PACKET : 07313 07314 07315

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
01-07987	AT&T MOBILITY - PALACE					
		I-3882X04232025	219-45140-42800	UTILITIES ACCT #287298243882	206547	17.08
01-09069	BIG DADDY D'S INC					
		I-04222025	219-45140-42911	CONTRACT SERV SR MEALS 04.14-18.2025	206556	2,318.40
01-09403	TRADITIONS PREPARED MEA					
		C-CREDIT000000005631	219-45140-42911	CONTRACT SERV CREDIT FOR MISSING CASES	206676	322.49-
		I-INV2260005940	219-45140-42911	CONTRACT SERV FROZEN MEALS	206676	4,735.85
01-09633	STAPLES					
		I-6029489750	219-45140-42600	SUPPLIES & MA GLOVES,PENS	206663	16.66
		I-6029489750	219-45140-42605	MEAL SUPPLIES GLOVES,PENS	206663	28.35
01-09703	AMAZON CAPITAL SERVICES					
		I-1RCK-KXQY-NJFJ	219-45140-42605	MEAL SUPPLIES GLOVES	206546	31.96
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	219-45140-42610	GAS, OIL, TIR UNLEADED GAS	206623	185.38
DEPARTMENT 5140 NUTRITION					TOTAL:	7,011.19

FUND 219 NUTRITION					TOTAL:	7,011.19

PACKET : 07313 07314 07315

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'34AIRPORT#5	230-43500-43205	HANGAR	AIP '34 AIRPORT P.E. #5	206598 3,075.43
01-00436	CHS FARMERS ALLIANCE					
		I-IG2130	230-43500-42610	GAS & OIL	AIRPORT RUBY FIELDMASTER	206563 183.56
		I-IG2131	230-43500-42610	GAS & OIL	AIRPORT UNLEADED GAS	206563 156.87
DEPARTMENT 3500 AIRPORT						TOTAL: 3,415.86

FUND 230 AIRPORT					TOTAL:	3,415.86

PACKET : 07313 07314 07315

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-2037943	602-43330-42600	SUPPLIES & MA PVC TEE,ELBOW	206653	4.48
		I-2039934	602-43330-42600	SUPPLIES & MA COUPLING,ELBOWS	206653	7.44
01-00520	HAWKINS INC					
		I-7036387	602-43330-42600	SUPPLIES & MA AMMONIA CYLINDER	206597	10.00
		I-7036388	602-43330-42600	SUPPLIES & MA CHLORINE CYLINDERS	206597	70.00
01-00525	DAKOTA PUMP LLC					
		I-19252	602-43330-42500	REPAIR & MAIN S BOOSTER REPAIR	206575	860.97
01-00909	HACH COMPANY					
		I-14393016	602-43330-42600	SUPPLIES & MA REAGENT SET,CHLORINE FREE	206595	1,404.40
		I-14394209	602-43330-42600	SUPPLIES & MA TUBING KIT	206595	906.00
01-01830	NORTHWESTERN ENERGY					
		I-2941237-6.04.25	602-43330-42800	UTILITIES 1416 E SPRUCE ST	206637	38.51
		I-4240509-2.04.25	602-43330-42800	UTILITIES 41008 2556TH ST	206637	520.46
01-02679	MENARD'S INC					
		I-86177	602-43330-42600	SUPPLIES & MA PURPLE PRIMER,CEMENT,PIPES	206619	27.38
01-06656	PREMIER PEST CONTROL LL					
		I-54252	602-43330-42600	SUPPLIES & MA APR 2025 PEST CONTROL	206646	75.00
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	602-43330-42610	GAS & FUEL UNLEADED GAS	206623	268.65
DEPARTMENT 3330 WATER TREATMENT PLANT					TOTAL:	4,193.29

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PAGE: 33

PACKET : 07313 07314 07315
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION
BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-2393	602-43340-42660	POSTAGE POSTAGE 04.01-15.2025	206648	37.04
01-00424	RUNNINGS SUPPLY INC					
		I-2040203	602-43340-42600	SUPPLIES & MA TRUCK TOOL BOX	206653	579.99
01-01199	STURDEVANTS AUTO VALUE					
		I-815055014	602-43340-42600	SUPPLIES & MA OIL CONST,ON-OFF TOGGLE	206667	21.46
01-01239	BUTLER MACHINERY INC					
		I-13PS0086271	602-43340-42600	SUPPLIES & MA BRTHR FL KIT	206558	509.73
		I-13PS0086375	602-43340-42600	SUPPLIES & MA FILTER GP-DE	206558	62.21
01-01830	NORTHWESTERN ENERGY					
		I-2958403-4.04.25	602-43340-42800	UTILITIES 1800 VAN DYKE DR	206637	829.99
01-02470	CORE & MAIN LP					
		I-W652601	602-43340-42600	SUPPLIES & MA BRASS BUSHING,COUPLINGS	206566	1,527.06
01-02480	SPN & ASSOCIATES					
		I-2021-45 P.E. #43	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #43	206662	18,645.39
		I-2025-1 P.E. #3	602-43340-42225	PROFESSIONAL 2025-1 P.E. #3	206662	6,515.73
		I-2025-6 P.E. #3	602-43340-42225	PROFESSIONAL 2025-6 P.E. #3	206662	8,837.88
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-10 P.E. #1	602-43340-43338	2ND, 4TH, RAI 2023-10 P.E. #1	206657	26,461.21
01-02679	MENARD'S INC					
		I-86061	602-43340-42600	SUPPLIES & MA THINWALL PVC PIPE	206619	17.16
01-02880	THUNE TRUE VALUE & APPL					
		I-A593080	602-43340-42600	SUPPLIES & MA IMPACT PROS	206673	22.98
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #6	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #6	206621	181,016.08
01-04692	B-Y WATER DISTRICT					
		I-3535	602-43340-43343	BY WATER MAIN SURVEY FOR UNDERGROUND UTILITY	206551	15,359.08
01-06294	BROSZ ENGINEERING INC					
		I-2024-2 P.E. #15	602-43340-42225	PROFESSIONAL 2024-2 P.E. #15	206557	9,260.00
01-06546	PRO CONTRACTING INC					
		I-1967	602-43340-42510	WATER PROJ SI NEW CORNER 1ST/KIMBALL REPAIR	206647	4,132.66
01-06656	PREMIER PEST CONTROL LL					
		I-54210	602-43340-42600	SUPPLIES & MA APR 2025 PEST CONTROL	206646	75.00
01-08281	VESTIS					

PACKET : 07313 07314 07315

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
=====						
01-08281	VESTIS		continued			
		I-6380277449	602-43340-42600	SUPPLIES & MA MAT CLEANING	206683	65.93
01-08466	CHR SOLUTIONS INC					
		I-770652	602-43340-42660	POSTAGE MAR 2025 MAILING,BILLING SERVI	206562	691.73
		I-770652	602-43340-42910	BILLING OFFIC MAR 2025 MAILING,BILLING SERVI	206562	624.10
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	602-43340-42610	GAS & FUEL UNLEADED GAS	206623	1,638.74
DEPARTMENT 3340 WATER DISTRIBUTION						TOTAL: 276,931.15

FUND 602 WATER						TOTAL: 281,124.44

PACKET : 07313 07314 07315

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-2279-2393	604-43200-42660	POSTAGE	POSTAGE 04.01-15.2025	206648 31.88
01-01830	NORTHWESTERN ENERGY					
		I-2581292-6.04.25	604-43200-42800	UTILITIES	2141 E HAVENS ST PLNT SWR	206637 8,988.33
01-02495	TITAN MACHINERY-MITCHEL					
		I-PS0685491-1	604-43200-42600	SUPPLIES	BLADE,OIL	206674 141.91
01-02679	MENARD'S INC					
		I-86372	604-43200-42600	SUPPLIES	SCREWDRIVER,TOOLBOX	206619 26.09
01-06034	COLOURS 59					
		I-6394331	604-43200-42600	SUPPLIES	SUPER-KLEAN SURFACE CLEANER	206564 10.85
01-08466	CHR SOLUTIONS INC					
		I-770652	604-43200-42660	POSTAGE	MAR 2025 MAILING,BILLING SERVI	206562 691.73
01-08560	FIRST RATE EXCAVATE INC					
		I-2022-1 P.E. #4	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #4	206587 15,599.48
01-09697	THOMAS HOLLEMAN					
		I-04232025	604-43200-42700	TRAVEL, CONF, PIERRE WW CERT	TRAINING	206601 202.84
01-10414	MIDWAY SERVICE dba VOLLL					
		I-79570	604-43200-42610	GAS & FUEL	UNLEADED GAS	206623 324.93
DEPARTMENT 3200 WASTE WATER TREATMENT					TOTAL:	26,018.04

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00236	BENDER SEWER & DRAIN LL					
	I-36900	604-43250-42500	REPAIRS	LIFT STATION REPAIRS	206555	720.00
01-00428	CARQUEST AUTO PARTS INC					
	I-4977-332994	604-43250-42600	SUPPLIES	TOOL BOXES FOR TRUCKS	206561	1,024.00
01-01199	STURDEVANTS AUTO VALUE					
	I-815054610	604-43250-42600	SUPPLIES	OIL, HD OIL FILTERS,CABLE KIT	206667	442.21
01-01239	BUTLER MACHINERY INC					
	I-13W00049839	604-43250-42600	SUPPLIES	REPLACE JOYSTICK	206558	853.00
01-01830	NORTHWESTERN ENERGY					
	I-2572870-0.04.25	604-43250-42800	UTILITIES	1511 N COMMERCE	206637	88.82
	I-2579460-3.04.25	604-43250-42800	UTILITIES	N SANBORN AND 13TH AVE	206637	135.41
	I-2581214-0.04.25	604-43250-42800	UTILITIES	N FOSTER ST	206637	991.29
	I-2581590-3.04.25	604-43250-42800	UTILITIES	N HARMON DR	206637	261.20
	I-2581650-5.04.25	604-43250-42800	UTILITIES	KIPPES CV	206637	159.52
	I-2581719-8.04.25	604-43250-42800	UTILITIES	S HARMON AND OHLMAN	206637	261.77
	I-2581747-9.04.25	604-43250-42800	UTILITIES	S HARMON DR	206637	73.21
	I-2582035-8.04.25	604-43250-42800	UTILITIES	1500 W 23RD AVE	206637	244.47
	I-2582739-5.04.25	604-43250-42800	UTILITIES	1300 W NORWAY AVE	206637	264.64
	I-2809477-9.04.25	604-43250-42800	UTILITIES	1423 COUNTRY DR	206637	296.12
01-02480	SPN & ASSOCIATES					
	I-2021-45 P.E. #44	604-43250-43333	13TH & SANBOR	2021-45 P.E. #44	206662	262.50
	I-2022-3 P.E. #20	604-43250-43347	23RD & OHLMAN	2022-3 P.E. #20	206662	9,684.62
	I-2023-16 P.E. #19	604-43250-43350	S HARMON/OHLM	2023-16 P.E. #19	206662	6,392.88
	I-2023-6 P.E. #22	604-43250-43349	N HARMON/AIRP	2023-6 P.E. #22	206662	24,756.18
	I-2025-1 P.E. #3	604-43250-42200	PROFESSIONAL	2025-1 P.E. #3	206662	5,331.05
	I-2025-6 P.E. #3	604-43250-42200	PROFESSIONAL	2025-6 P.E. #3	206662	6,776.75
01-02485	SCHOENFELDER CONSTRUCTI					
	I-2023-10 P.E. #1	604-43250-43343	2ND, 4TH, & R	2023-10 P.E. #1	206657	16,380.73
01-02679	MENARD'S INC					
	I-85886	604-43250-42600	SUPPLIES	DISTILLED WATER	206619	8.22
01-03495	HALME INC					
	I-2022-3 P.E. #4	604-43250-43347	23RD & OHLMAN	2022-3 P.E. #4	206596	611,582.13
	I-2023-16 P.E. #4	604-43250-43350	S HARMON/OHLM	2023-16 P.E. #4	206596	90,222.57
	I-2023-6 P.E. #8	604-43250-43349	N HARMON/AIRP	2023-6 P.E. #8	206596	167,970.10
01-03576	MICHELS ROAD & STONE IN					
	I-2021-45 P.E. #6	604-43250-43348	HIGHWAY 37 UT	2021-45 P.E. #6	206621	27,635.42
01-06294	BROSZ ENGINEERING INC					
	I-2024-2 P.E. #15	604-43250-42200	PROFESSIONAL	2024-2 P.E. #15	206557	13,890.00

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3250 WASTE WATER COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06656	PREMIER PEST CONTROL LL					
		I-54209	604-43250-42600	SUPPLIES APR 2025 PEST CONTROL	206646	95.00
01-07430	ELLIOTT EQUIPMENT CO					
		I-185431	604-43250-42600	SUPPLIES MULTI-VALVE VALVE	206579	551.29
01-08466	CHR SOLUTIONS INC					
		I-770652	604-43250-42910	BILLING OFFIC MAR 2025 MAILING,BILLING SERVI	206562	624.10
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	604-43250-42610	GAS UNLEADED GAS	206623	232.68

DEPARTMENT 3250	WASTE WATER COLLECTION	TOTAL:	988,211.88
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FUND 604	SEWER	TOTAL:	1,014,229.92
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PACKET : 07313 07314 07315

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
=====						
01-01830	NORTHWESTERN ENERGY					
	I-3750165-7.04.25	612-43220-42800	UTILITIES	2801 E HAVENS ST	206637	342.20
01-03662	WS CONSTRUCTION MANAGEM					
	I-2021-30 P.E. #10	612-43220-43200	BUILDINGS	2021-30 P.E. #10	206684	51,992.81
01-06656	PREMIER PEST CONTROL LL					
	I-54207	612-43220-42500	REPAIR & MAIN APR 2025 PEST CONTROL		206646	275.00
01-09891	MILLENNIUM RECYCLING					
	I-1309189	612-43220-42200	CONTRACT-MILL MAR 2025 SINGLE STREAM FEE		206625	801.50
DEPARTMENT 3220 RECYCLING PROGRAM						TOTAL: 53,411.51

01/30/2025 5:28 PM
PACKET : 07313 07314 07315
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3230 WASTE COLLECTION
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 39

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-2393	612-43230-42660	POSTAGE POSTAGE 04.01-15.2025	206648	31.15
01-00424	RUNNINGS SUPPLY INC					
		I-2037681	612-43230-42650	UNIFORMS PLATT GLOVES	206653	32.99
01-01199	STURDEVANTS AUTO VALUE					
		I-815054613	612-43230-42600	SUPPLIES HD OIL FLEET	206667	61.10
	PROJ: L97-42600	173		SUPPLIES MATERIALS		
		I-815054613	612-43230-42600	SUPPLIES HD OIL FLEET	206667	61.10
	PROJ: L92-42600	178		SUPPLIES MATERIALS		
		I-815054613	612-43230-42600	SUPPLIES HD OIL FLEET	206667	61.10
	PROJ: L3A-42600	950		SUPPLIES SUPPLIES		
01-02418	SANITATION PRODUCTS INC					
		I-92600	612-43230-42500	REPAIRS PUMP	206656	3,607.32
	PROJ: L3A-42500	950		REPAIR MAINTENANCE		
01-04066	TRANSWEST - SIOUX FALLS					
		I-094P12198	612-43230-42500	REPAIRS SENSOR ASSEMBLY	206679	158.32
	PROJ: L98-42500	175		REPAIR MAINTENANCE		
01-08466	CHR SOLUTIONS INC					
		I-770652	612-43230-42660	POSTAGE MAR 2025 MAILING,BILLING SERVI	206562	691.73
		I-770652	612-43230-42910	BILLING OFFIC MAR 2025 MAILING,BILLING SERVI	206562	624.11
01-10554	MIDWEST OIL COMPANY					
		I-1034554	612-43230-42600	SUPPLIES MIDWEST ISO 32 DRUM	206624	439.35
	PROJ: L3A-42600	950		SUPPLIES SUPPLIES		
				DEPARTMENT 3230 WASTE COLLECTION	TOTAL:	5,768.27

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3240 LANDFILL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00281	HELMS AND ASSOCIATES					
		I-35849	612-43240-42500	REPAIR AND MA FENCE PROJECTING PLAN DRAFTING	206598	585.00
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-2393	612-43240-42600	SUPPLIES POSTAGE 04.01-15.2025	206648	38.96
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-332210	612-43240-42600	SUPPLIES BACK RACK,BRACKETS	206561	427.71
	PROJ: L5B-42600	189		SUPPLIES MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IA0059	612-43240-42500	REPAIR AND MA SERVICE CALL,TIRE BOOT REPAIR	206563	230.00
	PROJ: L8A-42500	181		REPAIR MAINTENANCE		
		I-IG2128	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	206563	1,475.41
		I-IG2129	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	206563	466.07
01-01199	STURDEVANTS AUTO VALUE					
		I-815054611	612-43240-42600	SUPPLIES ENGINE,AIR FILTERS,OIL CONST	206667	394.64
	PROJ: L2B-42600	186		SUPPLIES MATERIALS		
		I-815054611	612-43240-42600	SUPPLIES FURNANCE/FUEL PUMP	206667	14.21
		I-815054611	612-43240-42600	SUPPLIES HD FUEL CONSTRUCTION	206667	30.04
	PROJ: L9A-42600	182		SUPPLIES MATERIALS		
		I-815055013	612-43240-42600	SUPPLIES AIR CONST,CABIN AIR FLTRS,NUT	206667	825.12
	PROJ: L8A-42600	181		SUPPLIES MATERIALS		
01-01239	BUTLER MACHINERY INC					
		I-13PS0086246	612-43240-42600	SUPPLIES HYDRAULIC OIL,ELEMENT,RINGS	206558	1,166.93
	PROJ: L8A-42600	181		SUPPLIES MATERIALS		
		I-13PS0086435	612-43240-42500	REPAIR AND MA CABLE ASSEMBLY	206558	316.83
	PROJ: L8A-42500	181		REPAIR MAINTENANCE		
		I-13PS0086470	612-43240-42600	SUPPLIES JUNCTION BLOCK	206558	66.56
	PROJ: L8A-42600	181		SUPPLIES MATERIALS		
		I-13PS0086471	612-43240-42600	SUPPLIES BRASS NUT,WASHER	206558	15.50
	PROJ: L8A-42600	181		SUPPLIES MATERIALS		
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	612-43240-42610	GAS & OIL UNLEADED GAS	206623	77.09
				DEPARTMENT 3240 LANDFILL	TOTAL:	6,130.07
				FUND 612 SANITATION	TOTAL:	65,309.85

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-2393	613-45650-42660	SHIPPING/POST POSTAGE 04.01-15.2025	206648	3.65
01-00424	RUNNINGS SUPPLY INC					
		I-2032851	613-45650-42650	UNIFORMS STUCKY LOGOD SHIRT	206653	62.95
01-00483	COUNTY FAIR					
		I-04212025	613-45650-42610	COST OF GOODS FRUIT TRAYS	206572	58.28
01-01830	NORTHWESTERN ENERGY					
		I-4153312-6.04.25	613-45650-42800	UTILITIES 614 N LAWLER ST	206637	42.76
01-02679	MENARD'S INC					
		I-85963	613-45650-42600	SUPPLIES & MA LEVERS,NUTS	206619	395.90
01-02811	JONES SUPPLIES					
		I-151377	613-45650-42600	SUPPLIES & MA T-TISSUE,URINAL SCREENS	206610	135.09
		I-151519	613-45650-42600	SUPPLIES & MA ROLL TOWELS,LAUNDRY DETERGENT	206610	203.28
01-02880	THUNE TRUE VALUE & APPL					
		I-B301919	613-45650-42600	SUPPLIES & MA ENAMEL	206673	639.90
01-03279	INTERSTATE GLASS & DOOR					
		I-65441	613-45650-42500	REPAIRS & MAI WOOD DOOR INSTALLED	206605	1,683.00
		I-65508	613-45650-42500	REPAIRS & MAI REPAIR N BALCONY DOOR	206605	107.20
01-03700	CORE-MARK US LLC					
		I-2089467	613-45650-42610	COST OF GOODS CORNNUTS,PICKLES,CHIPS,BURGERS	206567	1,469.75
01-04352	UPS STORE #4227					
		I-04102025	613-45650-42660	SHIPPING/POST SHIPPING CHARGE	206681	73.66
01-04537	PORTER DISTRIBUTING CO					
		I-242646	613-45650-42615	COGS-ALCOHOL BEER SUITCASES	206645	112.75
01-08281	VESTIS					
		I-6380278773	613-45650-42600	SUPPLIES & MA MAT CLEANING	206683	42.29
01-09247	JOHNSON BROS OF SOUTH D					
		I-1418492	613-45650-42615	COGS-ALCOHOL CAPT MORGAN,MCGILL	206609	645.60
01-09703	AMAZON CAPITAL SERVICES					
		I-1KCN-TCWM-XG7L	613-45650-42610	COST OF GOODS OVEN GLOVES,FOOD COLOR,BASKETS	206546	174.50
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	613-45650-42620	GAS & FUEL UNLEADED GAS	206623	90.07
		I-79570	613-45650-42620	GAS & FUEL UNLEADED GAS	206623	105.66
01-10424	H & H ELECTRIC & MOTOR					

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 613 CORN PALACE

DEPARTMENT: 5650 CORN PALACE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10424	H & H ELECTRIC & MOTOR	continued				
		I-5488	613-45650-42500	REPAIRS & MAI BEARING, MOTOR REPAIR	206594	149.74
01-10438	CRAIG STUCKY					
		I-04152025	613-45650-42700	TRAVEL, CONFE VENDOR FAIR IA MEALS,MILEAGE	206666	583.90
				DEPARTMENT 5650 CORN PALACE	TOTAL:	6,779.93

				FUND 613 CORN PALACE	TOTAL:	6,779.93

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE					
		I-IG2122	614-45250-42610	GAS & FUEL LAKEVIEW UNLEADED GAS	206563	458.00
		I-IG2123	614-45250-42610	GAS & FUEL GOLF RUBY FIELDMASTER	206563	59.63
		I-IG2124	614-45250-42610	GAS & FUEL GOLF UNLEADED GAS	206563	121.42
01-00525	DAKOTA PUMP LLC					
		I-19251	614-45250-42500	REPAIR & MAIN GOLF COURSE FLOW METER BOOSTER	206575	63.78
01-01450	MUTH ELECTRIC INC					
		I-679767	614-45250-42500	REPAIR & MAIN SANP IN BOX,JACK,CAT6	206632	487.25
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.04.25	614-45250-42800	UTILITIES 700 W 23RD AVE	206637	187.05
		I-2581643-0.04.25	614-45250-42800	UTILITIES GOLF PUMP 100 H	206637	290.46
		I-2581875-8.04.25	614-45250-42800	UTILITIES GOLF CLUB HOUSE	206637	456.45
		I-2581876-6.04.25	614-45250-42800	UTILITIES GOLF CART SHED	206637	28.26
		I-2939180-2.04.25	614-45250-42800	UTILITIES 825 INDIAN VILLAGE RD	206637	17.00
01-02679	MENARD'S INC					
		I-86530	614-45250-42600	SUPPLIES & MA ADPATOR,BRUSH,TINNING FLUX	206619	12.23
01-06633	GF ADVERTISING SERVICES					
		I-62113	614-45250-42300	PUBLISHING 9 HOLE PUNCH CARDS	206591	51.40
01-07696	FERGUSON WATERWORKS #25					
		I-0517134	614-45250-42600	SUPPLIES & MA VALVE ASSEMBLY,VALVE SEALS,SWG	206586	5,881.75
01-08892	ERIC HIEB					
		I-04282025	614-45250-42200	GOLF PRO CONT BASE CONTRACT 05.2025	206600	9,416.20
		I-042825	614-45250-42200	GOLF PRO CONT CLOVER CC FEES 05.2025	206600	1,357.63
01-09058	SITEONE LANDSCAPE SUPPL					
		I-152244193-001	614-45250-42602	CHEMICALS ROUNDUP,FERTILIZER	206660	103.68
01-10312	REEL SHARP					
		I-873	614-45250-43400	MACHINERY & E TORO 3575 REELS	206650	4,995.00
DEPARTMENT 5250 GOLF COURSE					TOTAL:	23,987.19
FUND 614 GOLF COURSE					TOTAL:	23,987.19

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 619 CAMPGROUND

DEPARTMENT: 5220 CAMPGROUND

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00081	RINKER MATERIALS					
		I-31075102	619-45220-42500	REPAIR & MAIN GASKETS,CONNECTORS,RINGS	206652	1,774.86
01-01490	MUELLER LUMBER CO. INC.					
		I-301207	619-45220-42500	REPAIR & MAIN TREATED WOOD	206631	99.28
01-01787	NORTH CENTRAL SEED CO					
		I-26021	619-45220-42600	SUPPLIES LAWN MIXES,STRAW BLANKET	206635	610.75
		I-26034	619-45220-42600	SUPPLIES NET STRAW BLANKET	206635	54.50
				DEPARTMENT 5220 CAMPGROUND	TOTAL:	2,539.39
				FUND 619 CAMPGROUND	TOTAL:	2,539.39

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02700	HENRY SCHEIN INC					
		I-38097163	621-44600-42600	SUPPLIES WIPES	206599	58.80
		I-39828771	621-44600-42600	SUPPLIES LANCET,CLOTH TAPE,IV CATHETERS	206599	1,732.72
01-04240	LAERDAL MEDICAL CORPORA					
		I-2025/2000018978	621-44600-42600	SUPPLIES MANIKINS,SIMULATOR,TRAINER,BAG	206613	119,767.00
01-05024	NASCO HEALTHCARE					
		I-429001	621-44600-42600	SUPPLIES EMT SIM KIT	206634	1,588.35
01-08340	LEWIS FAMILY DRUG LLC					
		I-787301	621-44600-42600	SUPPLIES GLUCOCARD STRIPS	206617	29.97
01-10414	MIDWAY SERVICE dba VOLL					
		I-79570	621-44600-42610	GAS & OIL UNLEADED GAS	206623	639.90
					DEPARTMENT 4600 EMS	TOTAL: 123,816.74

					FUND 621 EMERGENCY MEDICAL SERVICE	TOTAL: 123,816.74

PACKET : 07313 07314 07315

VENDOR SET: Mult

FUND : 700 AGENCY FUNDS

DEPARTMENT: 5300 AGENCY FUNDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00174	DAKOTA OYATE CHALLENGE					
		I-04232025	700-45300-42904	CORN PALACE G DAKOTA OYATE CHALLENGE TICKETS	206574	2,156.35
01-01659	ETHAN COOP LUMBER					
		I-04292025	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	206582	2,000.00
01-04015	CORN PALACE					
		I-04232025	700-45300-42904	CORN PALACE G DAKOTA OYATE CHALLENGE RENT	206568	8,876.65
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	13,033.00
				FUND 700 AGENCY FUNDS	TOTAL:	13,033.00
					REPORT GRAND TOTAL:	2,028,065.35

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2025-2026	101-41110-42300	LEGAL PUBLICATIONS	619.65	13,000	9,462.25		
	101-41110-42600	SUPPLIES & MATERIALS	45.00	1,000	569.31		
	101-41420-42200	PROFESSIONAL SERVICES	28,749.23	57,250	28,500.77		
	101-41420-42600	SUPPLIES & MATERIALS	94.69	6,120	4,987.63		
	101-41440-42220	CDL TRAINING	950.00	5,375	4,425.00		
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	930.00	45,851	33,385.90		
	101-41920-42520	REPAIR-CITY HALL	66.84	4,500	4,057.80		
	101-41935-42600	SUPPLIES	49.98	1,000	844.04		
	101-41935-42615	POSTAGE	434.35	7,500	5,427.08		
	101-42110-42200	PROFESSIONAL SERVICES	96.87	9,800	6,388.69		
	101-42110-42500	REPAIR & MAINTENANCE	449.93	11,970	7,040.49		
	101-42110-42600	SUPPLIES	328.31	31,019	14,610.00		
	101-42110-42610	GAS OIL TIRES	5,017.46	65,000	46,952.57		
	101-42110-42630	PROJECT LIFESAVER	32.92	200	167.08		
	101-42110-42700	TRAVEL, CONF & DUES	528.00	12,500	7,742.00		
	101-42110-42800	TELEPHONE	1,062.24	14,500	9,823.46		
	101-42110-42902	ALCOHOL TASK FORCE	183.60	2,000	1,816.40		
	101-42110-42980	VEHICLE TOWING	245.00	5,500	5,255.00		
	101-42130-42500	REPAIRS	58.98	6,000	3,036.33		
	101-42130-42520	EMERGENCY SIREN UTILITIES	186.86	2,900	1,892.57		
	101-42130-42530	TRAFFIC LIGHTS MAINT	530.00	16,000	11,297.90		
	101-42130-42540	SIGNS	218.99	16,000	14,606.69		
	101-42130-42560	SIREN REPAIR	1,000.00	2,500	614.01		
	101-42130-42600	SUPPLIES	85.23	4,500	4,139.64		
	101-42130-42610	GAS, OIL, TIRES	368.75	5,000	2,956.84		
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	1,897.71	38,000	25,096.74		
	101-42130-42835	UTILITIES-STREET LIGHTS	1,063.01	305,000	231,657.60		
	101-42130-42840	BUILDING UTILITIES	370.70	6,000	3,672.23		
	101-42130-43343	7TH & 1ST INTER SIGNAL LIG	862.00	880,095	822,472.50		
	101-42200-42600	SUPPLIES	62.43	24,950	17,777.39		
	101-42200-42610	GAS & OIL	261.12	11,150	8,749.11		
	101-42200-42810	UTILITIES	3,428.58	44,000	30,524.21		
	101-42200-43200	BUILDINGS	1,748.11	20,000	8,048.83		
	101-43100-42500	REPAIRS	7.91	150,000	140,590.66		
	101-43100-42600	SUPPLIES	11,126.88	20,000	38,806.09-	Y	
	101-43100-42610	GAS	891.76	87,000	72,458.70		
	101-43110-42200	PROFESSIONAL SERVICES	30.00	10,000	9,477.50		
	101-43110-42600	SUPPLIES	151.45	4,200	1,961.57		
	101-43110-42610	GAS	845.94	7,000	4,842.17		
	101-43110-42750	PLANNING COMMISSION EXPENS	62.93	1,200	831.41		
	101-43120-42521	SIDEWALK CONSTRUCT	1,175.51	75,000	66,348.49		
	101-43120-43300	STREET OVERLAY MAINT	117,005.86	1,635,250	1,384,395.25		
	101-43120-43312	WEST END BRIDGE	1,845.00	294,229	290,019.00		
	101-43150-42800	UTILITIES	38.00	350	188.50		
	101-43150-43343	2ND, 4TH, & RAILROAD	34,021.55	425,034	348,289.51		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-43700-42600	SUPPLIES & MATERIALS	171.67	16,000	10,567.67				
	101-43700-42602	CHEMICALS	111.35	8,500	4,559.90				
	101-43700-42610	GAS & FUEL	181.04	10,000	8,658.08				
	101-43700-42800	UTILITIES	203.12	5,500	4,161.84				
	101-43700-42999	REFUND OF FEES	1,000.00	1,200	200.00				
	101-44120-42800	UTILITIES-POUND	126.99	2,400	1,516.03				
	101-44120-42900	IMPOUNDING DOGS	350.00	15,300	10,758.69				
	101-45000-42908	MIT PREHISTORIC IND VILLAG	4,750.00	19,000	9,500.00				
	101-45500-42500	REPAIR & MAINTENANCE	200.00	7,500	7,223.66				
	101-45500-42600	SUPPLIES & MATERIALS	231.21	12,000	9,367.96				
	101-45500-42800	UTILITIES	3,524.61	43,375	27,195.57				
	101-45500-43420	BOOKS	2,563.70	47,000	31,218.95				
	201-45140-42500	REPAIR & MAINTENANCE	388.10	34,000	20,860.22				
	201-45140-42600	SUPPLIES & MATERIALS	387.52	35,027	19,122.41				
	201-45140-42601	CONCESSION SUPPLIES	334.48	15,000	9,649.68				
	201-45140-42800	UTILITIES	1,877.82	159,440	104,056.73				
	201-45140-43300	CAPITAL IMPROVEMENTS - OTH	1,335.00	26,048	4,569.80				
	201-45160-42500	REPAIR & MAINTENANCE	966.95	98,284	76,336.36				
	201-45160-42600	SUPPLIES & MATERIALS	649.86	59,300	47,710.60				
	201-45160-42610	GAS & FUEL	635.09	15,000	12,751.53				
	201-45160-42650	UNIFORMS	115.92	1,400	1,137.86				
	201-45160-42800	UTILITIES	9,541.80	156,420	100,140.57				
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	1,970.00	476,287	470,284.01				
	201-45210-42500	REPAIR & MAINTENANCE	1,480.90	88,080	77,239.48				
	201-45210-42600	SUPPLIES & MATERIALS	2,330.34	90,300	71,346.66				
	201-45210-42610	GAS & FUEL	1,252.47	33,000	26,826.41				
	201-45210-42800	UTILITIES	354.99	79,200	68,341.05				
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	83,901.68	831,000	730,951.05				
	201-45220-42100	INSURANCE	103.97	103,628	30,423.60-	Y			
	203-45220-43300	LAKE IMPROVEMENTS	134,885.42	27,110,360	25,783,245.90				
	203-45220-43310	WATERSHED IMPROVEMENTS	3,544.24	100,000	485,717.04-	Y			
	214-43500-42800	UTILITIES - TELEPHONE	46.19	2,102	1,418.58				
	218-45150-42600	SUPPLIES & MATERIALS	16.66	8,800	7,538.63				
	218-45150-42610	GAS OIL TIRES	6,590.97	100,000	75,977.44				
	218-45150-42800	UTILITIES	68.34	1,565	1,207.61				
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	647.42	50,750	48,121.83				
	218-45150-43411	COMPUTER HARDWARE	640.00	0	505.00-	Y			
	218-45180-42600	SUPPLIES & MATERIALS	91.61	5,900	4,604.81				
	218-45180-42800	UTILITIES	17.08	32,302	25,376.30				
	219-45140-42600	SUPPLIES & MATERIALS	16.66	1,600	1,415.51				
	219-45140-42605	MEAL SUPPLIES	60.31	4,000	3,232.33				
	219-45140-42610	GAS, OIL, TIRES	185.38	2,500	1,817.58				
	219-45140-42800	UTILITIES	17.08	415	345.93				
	219-45140-42911	CONTRACT SERVICES-MEALS	6,731.76	211,490	151,752.19				
	230-43500-42610	GAS & OIL	340.43	5,700	5,084.91				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	230-43500-43205	HANGAR	3,075.43	1,721,129	1,707,391.01		
	602-43330-42500	REPAIR & MAINTENANCE	860.97	10,000	8,334.54		
	602-43330-42600	SUPPLIES & MATERIALS	2,504.70	18,000	4,314.25		
	602-43330-42610	GAS & FUEL	268.65	3,000	2,027.54		
	602-43330-42800	UTILITIES	558.97	200,000	148,371.72		
	602-43340-42225	PROFESSIONAL SERVICES	24,613.61	355,000	278,527.95		
	602-43340-42510	WATER PROJ SIDEWALK/C&G RE	4,132.66	6,000	1,867.34		
	602-43340-42600	SUPPLIES & MATERIALS	2,881.52	125,000	77,734.43		
	602-43340-42610	GAS & FUEL	1,638.74	14,000	9,643.18		
	602-43340-42660	POSTAGE	728.77	10,000	6,435.24		
	602-43340-42800	UTILITIES	829.99	11,000	4,961.74		
	602-43340-42910	BILLING OFFICE	624.10	10,700	8,701.63		
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	199,661.47	1,013,372	813,710.53		
	602-43340-43338	2ND, 4TH, RAILROAD, & MAIN	26,461.21	250,000	203,011.13		
	602-43340-43343	BY WATER MAIN	15,359.08	600,000	584,640.92		
	604-43200-42600	SUPPLIES	178.85	25,000	10,333.42		
	604-43200-42610	GAS & FUEL	324.93	10,000	8,609.99		
	604-43200-42660	POSTAGE	723.61	9,000	5,404.71		
	604-43200-42700	TRAVEL, CONF, DUES	202.84	2,500	1,998.16		
	604-43200-42800	UTILITIES	8,988.33	215,000	140,553.79		
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	15,599.48	23,130,800	19,951,287.04		
	604-43250-42200	PROFESSIONAL SERVICES	25,997.80	300,000	218,394.72		
	604-43250-42500	REPAIRS	720.00	20,000	17,659.50		
	604-43250-42600	SUPPLIES	2,973.72	50,000	28,719.05		
	604-43250-42610	GAS	232.68	6,000	4,895.48		
	604-43250-42800	UTILITIES	2,776.45	50,000	25,348.84		
	604-43250-42910	BILLING OFFICE	624.10	8,000	6,001.62		
	604-43250-43333	13TH & SANBORN WET WELL	262.50	0	262.50-	Y	
	604-43250-43343	2ND, 4TH, & RAILROAD	16,380.73	278,782	200,369.99		
	604-43250-43347	23RD & OHLMAN LIFT STATION	621,266.75	1,665,149	792,927.71		
	604-43250-43348	HIGHWAY 37 UTILITIES	27,635.42	1,440,936	1,413,300.58		
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	192,726.28	2,100,000	869,903.85		
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	96,615.45	1,284,850	401,581.25		
	612-43220-42200	CONTRACT-MILLENNIUM	801.50	30,000	25,159.10		
	612-43220-42500	REPAIR & MAINTENANCE	275.00	10,000	7,099.83		
	612-43220-42800	UTILITIES	342.20	6,000	4,056.75		
	612-43220-43200	BUILDINGS	51,992.81	675,428	109,803.94		
	612-43230-42500	REPAIRS	3,765.64	15,000	437.87-	Y	
	612-43230-42600	SUPPLIES	622.65	42,000	25,892.60		
	612-43230-42650	UNIFORMS	32.99	750	672.04		
	612-43230-42660	POSTAGE	722.88	8,000	5,332.79		
	612-43230-42910	BILLING OFFICE	624.11	8,000	6,001.60		
	612-43240-42500	REPAIR AND MAINTENANCE	1,131.83	32,000	21,563.51		
	612-43240-42600	SUPPLIES	2,979.67	60,000	15,046.76		
	612-43240-42610	GAS & OIL	2,018.57	110,000	91,067.20		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	613-45650-42500	REPAIRS & MAINTENANCE	1,939.94	0	12,543.28-	Y			
	613-45650-42600	SUPPLIES & MATERIALS	1,416.46	0	24,413.80-	Y			
	613-45650-42610	COST OF GOODS SOLD	1,702.53	0	67,308.73-	Y			
	613-45650-42615	COGS-ALCOHOL	758.35	0	5,840.44-	Y			
	613-45650-42620	GAS & FUEL	195.73	0	410.84-	Y			
	613-45650-42650	UNIFORMS	62.95	0	62.95-	Y			
	613-45650-42660	SHIPPING/POSTAGE	77.31	0	353.82-	Y			
	613-45650-42700	TRAVEL, CONFERENCES, DUES	583.90	0	1,530.20-	Y			
	613-45650-42800	UTILITIES	42.76	0	20,118.78-	Y			
	614-45250-42200	GOLF PRO CONTRACT	10,773.83	73,840	37,395.42				
	614-45250-42300	PUBLISHING	51.40	2,000	1,714.60				
	614-45250-42500	REPAIR & MAINTENANCE	551.03	12,000	11,448.97				
	614-45250-42600	SUPPLIES & MATERIALS	5,893.98	25,000	8,219.00				
	614-45250-42602	CHEMICALS	103.68	25,000	737.23				
	614-45250-42610	GAS & FUEL	639.05	15,000	13,496.08				
	614-45250-42800	UTILITIES	979.22	20,180	16,893.01				
	614-45250-43400	MACHINERY & EQUIPMENT	4,995.00	91,500	173,391.00-	Y			
	619-45220-42500	REPAIR & MAINTENANCE	1,874.14	8,000	5,650.86				
	619-45220-42600	SUPPLIES	665.25	2,500	1,774.75				
	621-44600-42600	SUPPLIES	123,176.84	30,400	100,909.19-	Y			
	621-44600-42610	GAS & OIL	639.90	13,775	10,896.59				
	700-45300-42900	BID DEPOSITS	2,000.00	0	4,000.00-	Y			
	700-45300-42904	CORN PALACE GAMES	11,033.00	0	116,751.55-	Y			
** 2025-2026 YEAR TOTALS **			2,028,065.35						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	664.65
101-1420	FINANCE	28,843.92
101-1440	HUMAN RESOURCES	1,880.00
101-1920	MUNICIPAL BUILDINGS	66.84
101-1935	INFORMATION TECHNOLOGY	484.33
101-2110	POLICE DEPARTMENT	7,944.33
101-2130	TRAFFIC DEPARTMENT	6,642.23
101-2200	FIRE DEPARTMENT	5,500.24
101-3100	STREET DEPARTMENT	12,026.55
101-3110	PUBLIC WORKS ADMIN	1,090.32
101-3120	STREET & SIDEWALK CONST	120,026.37
101-3150	STORM DRAINAGE	34,059.55

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-3700	CEMETERY	1,667.18
101-4120	ANIMAL CONTROL	476.99
101-5000	CULTURE & RECREATION	4,750.00
101-5500	LIBRARY	6,519.52

101 TOTAL	GENERAL	232,643.02
201-5140	RECREATION CENTER	4,322.92
201-5160	SPORTS COMPLEXES	13,879.62
201-5210	PARKS	89,320.38
201-5220	SUPERVISION	103.97

201 TOTAL	PARK FUND	107,626.89
203-5220	LAKE	138,429.66

203 TOTAL	LAKE MITCHELL	138,429.66
214-3500	E-911	46.19

214 TOTAL	E-911 EMERGENCY	46.19
218-5150	PALACE TRANSIT	7,963.39
218-5180	JVCC	108.69

218 TOTAL	COMMUNITY SERVICES	8,072.08
219-5140	NUTRITION	7,011.19

219 TOTAL	NUTRITION	7,011.19
230-3500	AIRPORT	3,415.86

230 TOTAL	AIRPORT	3,415.86
602-3330	WATER TREATMENT PLANT	4,193.29
602-3340	WATER DISTRIBUTION	276,931.15

602 TOTAL	WATER	281,124.44

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
604-3200	WASTE WATER TREATMENT	26,018.04
604-3250	WASTE WATER COLLECTION	988,211.88

604 TOTAL	SEWER	1,014,229.92
612-3220	RECYCLING PROGRAM	53,411.51
612-3230	WASTE COLLECTION	5,768.27
612-3240	LANDFILL	6,130.07

612 TOTAL	SANITATION	65,309.85
613-5650	CORN PALACE	6,779.93

613 TOTAL	CORN PALACE	6,779.93
614-5250	GOLF COURSE	23,987.19

614 TOTAL	GOLF COURSE	23,987.19
619-5220	CAMPGROUND	2,539.39

619 TOTAL	CAMPGROUND	2,539.39
621-4600	EMS	123,816.74

621 TOTAL	EMERGENCY MEDICAL SERVICE	123,816.74
700-5300	AGENCY FUNDS	13,033.00

700 TOTAL	AGENCY FUNDS	13,033.00

** TOTAL **		2,028,065.35

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
E01 5311-FY18/19	OFFSUP	Office Supplies	16.66
	OFFUT	Office Utilities	68.34
	RAD	Radio Equipment	640.00
	SHAH	Tablet/Radio Contract	647.42
		** PROJECT E01 TOTAL **	1,372.42
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	24.68
	42610	GAS-FUEL	104.00
		** PROJECT H01 TOTAL **	128.68
H04 BASEBALL	42500	REPAIR/MAINTENANCE	789.75
	42600	SUPPLIES/MATERIALS	30.80CR
		** PROJECT H04 TOTAL **	758.95
H05 SOFTBALL	42500	REPAIR/MAINTENANCE	92.79
	42600	SUPPLIES/MATERIALS	208.59
		** PROJECT H05 TOTAL **	301.38
H06 ARENA-NORTH RINK	42500	REPAIR-MAINTENANCE	59.73
	42800	UTILITIES	9,541.80
		** PROJECT H06 TOTAL **	9,601.53
H07 PEPSI COMPLEX	42600	SUPPLIES/MATERIALS	472.07
		** PROJECT H07 TOTAL **	472.07
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	411.83
	42610	GAS/FUEL	1,189.24
		** PROJECT H50 TOTAL **	1,601.07
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	295.85
		** PROJECT H51 TOTAL **	295.85
H55 DRY RUN CREEK PARK	42600	SUPPLIES/MATERIALS	22.75
	42800	UTILITIES	111.53
		** PROJECT H55 TOTAL **	134.28
H56 HITCHCOCK PARK	42500	REPAIR/MAINTENANCE	1,069.07
	42600	SUPPLIES/MATERIALS	1,373.54
		** PROJECT H56 TOTAL **	2,442.61
H60 NORTHRIDGE PARK	42600	SUPPLIES/MATERIALS	136.50

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
	42800 UTILITIES	17.13
	** PROJECT H60 TOTAL **	153.63
H61 PIONEER PARK	42600 SUPPLIES/MATERIALS	52.08
	** PROJECT H61 TOTAL **	52.08
H65 AMPHITHEATER	42800 UTILITIES	49.43
	** PROJECT H65 TOTAL **	49.43
H66 CAMP ARROYA	42600 SUPPLIES/MATERIALS	294.96
	** PROJECT H66 TOTAL **	294.96
H77 SPORTSMANS CLUB	42800 UTILITIES	24.97
	** PROJECT H77 TOTAL **	24.97
H79 LAKE PARK ACCESS AREAS	42800 UTILITIES	12.00
	** PROJECT H79 TOTAL **	12.00
H87 PATTON YOUNG	42600 SUPPLIES-MAINTENANCE	154.66
	42800 UTILITIES	139.93
	** PROJECT H87 TOTAL **	294.59
J05 REC CTR CONCESSIONS	CONC SUP CONCESSION SUPPLY	334.48
	** PROJECT J05 TOTAL **	334.48
J06 REC CTR-GENERAL BLDG	RM-BLDG REPAIR/MAINT-BUILDING	388.10
	SM-BLDG SUPPLIES/MATERIAL-BLDG	86.99
	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	188.09
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	112.44
	** PROJECT J06 TOTAL **	775.62
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	1,877.82
	** PROJECT J09 TOTAL **	1,877.82
L21 121	42600 SUPPLIES MATERIALS	761.17
	** PROJECT L21 TOTAL **	761.17
L24 125	42600 SUPPLIES MATERIALS	1,474.56CR
	** PROJECT L24 TOTAL **	1,474.56CR

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
L25 127	42600 SUPPLIES MATERIALS	403.42
	** PROJECT L25 TOTAL **	403.42
L2B 186	42600 SUPPLIES MATERIALS	394.64
	** PROJECT L2B TOTAL **	394.64
L3A 950	42500 REPAIR MAINTENANCE	3,607.32
	42600 SUPPLIES SUPPLIES	500.45
	** PROJECT L3A TOTAL **	4,107.77
L47 148	42600 SUPPLIES MATERIALS	101.34
	** PROJECT L47 TOTAL **	101.34
L49 151	42600 SUPPLIES MATERIALS	20.89
	** PROJECT L49 TOTAL **	20.89
L55 156	42500 REPAIR MAINTENANCE	7.91
	42600 SUPPLIES MATERIALS	2,812.78
	** PROJECT L55 TOTAL **	2,820.69
L58 162	42600 SUPPLIES MATERIALS	281.06
	** PROJECT L58 TOTAL **	281.06
L59 163	42600 SUPPLIES MATERIALS	166.98
	** PROJECT L59 TOTAL **	166.98
L5B 189	42600 SUPPLIES MATERIALS	427.71
	** PROJECT L5B TOTAL **	427.71
L74 906	42600 SUPPLIES MATERIALS	1,543.59
	** PROJECT L74 TOTAL **	1,543.59
L8A 181	42500 REPAIR MAINTENANCE	546.83
	42600 SUPPLIES MATERIALS	2,074.11
	** PROJECT L8A TOTAL **	2,620.94
L92 178	42600 SUPPLIES MATERIALS	61.10
	** PROJECT L92 TOTAL **	61.10
L97 173	42600 SUPPLIES MATERIALS	61.10
	** PROJECT L97 TOTAL **	61.10

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
L98 175	42500 REPAIR MAINTENANCE	158.32
	** PROJECT L98 TOTAL **	158.32
L9A 182	42600 SUPPLIES MATERIALS	30.04
	** PROJECT L9A TOTAL **	30.04

NO ERRORS

** END OF REPORT **

VENDOR SET: 01 City of Mitchell

ITEMS PRINTED: PAID, UNPAID

PACKET: 07316 MICROSOFT EFT 05.02.2025

FUND : 101 GENERAL

DEPARTMENT: 1935 INFORMATION TECHNOLOGY

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	EFT #	AMOUNT
01-09050	MICROSOFT CORPORATION	I-E0300W5LWZ	101-41935-42920	MAR-APR 2025 SUBSCRIPTION	000021	908.00
01-09050	MICROSOFT CORPORATION	I-E0300W5PQJ	101-41935-42920	MAR-APR 2025 ONLINE SUBSCRIPT	000021	2.00
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						910.00
FUND 101 GENERAL TOTAL:						910.00
REPORT GRA TOTAL:						910.00

** 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	101-41935-42920	COMPUTER SOFTWARE	910.00	116,115	20,677.68				
		** 2025 YEAR TOTALS	910.00						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1935	INFORMATION TECHNOLOGY	910.00

101 TOTAL	GENERAL	910.00

	** TOTAL **	910.00

NO ERRORS

** END OF REPORT **

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: **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:

Shayna Loecker has applied for a conditional use permit to operate a Family Residential Daycare; located at 710 N Kittridge St, legally described as Lot A in Block 2 of Robert Wilkinson's Addition to the City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

First Presbyterian Church has applied for a conditional use permit to install and operate an electric message center in a residential district located at 500 E 5th Ave, legally described as the Lots 7-11, Block 8, C.S. Burr's Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

Todd & Nancy Boyd have applied for a Variance Permit for front yard setback (lake side) of 24' vs 35'. This is located at 155 S Harmon Dr, legally described as Lots 78 & 79 and the East 26' of Lot 80 of Indian Head Subdivision Lake Mitchell Development Plan, SW ¼ of Section 4, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned RL Lake Residential District.

Van Buskirk Homes LLC on behalf of Koch Premier Properties LLC has applied for a conditional use permit for multi-family dwelling units between 5-12 units; located at 1517 Lakeview Ln, legally described as Lot 9 and 10 of Lake Park Addition to the City of Mitchell in the SW ¼ of Sec 10-T103N-R60W of the 5th P.M., Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

Van Buskirk Homes LLC on behalf of Koch Premier Properties LLC has applied for a conditional use permit for multi-family dwelling units between 5-12 units; located in the 100 Block of Lakeview Ln, legally described as Lot 13 of Lake Park Addition to the City of Mitchell in the SW ¼ of Sec 10-T103N-R60W of the 5th P.M., Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.



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

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

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

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

☐ **Rezoning** *\$250 application 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: Click or tap here to enter text.
- Description of Hardship: Click or tap here to enter text.

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

- Description of Conditional Use: Family Residential Daycare.

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

This Application is for the following described real property:

Legal Description: Lot A in Block 2 of Robert Wilkinson's Addition to the City of Mitchell, Davison County, South Dakota.

Property Address: **710 N Kittridge St**

Dated this of 4/3 , 2025.

Shayna Loecker
APPLICANT

~~Trajan & Katelynn Anderson~~

OWNER

Traci Loecker as of
4/1/25



City of
Mitchell

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

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

- Applicant is request to rezone property from _____ District to _____ District.

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

- Description of Variance: _____

- Description of Hardship: _____

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

- Description of Conditional Use: Install and operate an electric message center in R2 zoning

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

This Application is for the following described real property:

Legal Description: Lots 7-11, Block 8, C.S. Burr's Addition, City of Mitchell, Davison County, South Dakota.

Property Address: 500 E 5th Ave

Dated this April 21st of 2025

Kelly Gress
APPLICANT

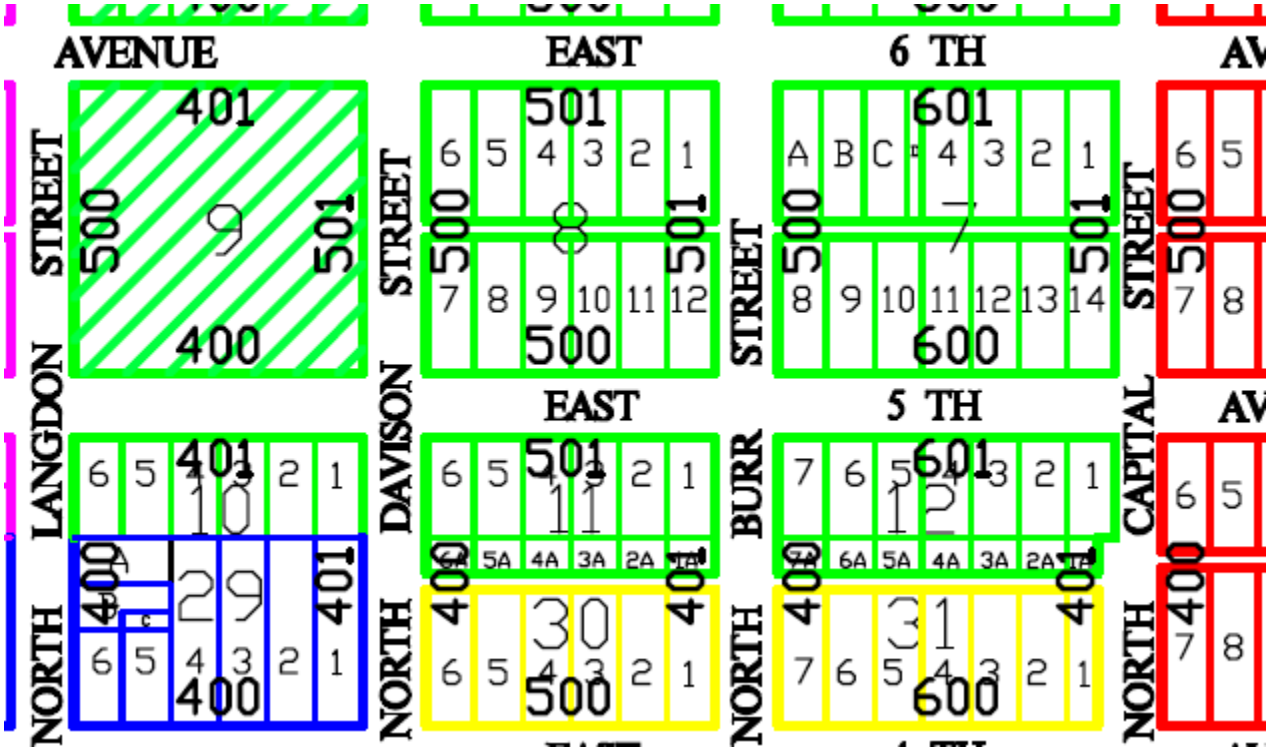
First Presbyterian Church



FIRST PRESBYTERIAN CHURCH - MITCHELL, SD
 NEW ELECTRONIC MESSAGE CENTER
 SINGLE SIDED MONUMENT SIGN

Remove illuminated current cabinet
 Reuse brick structure

8mm DAKTRONICS full color message center
 Install filler panels, painted finish to match brick





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 District to District.

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

- Description of Variance: Front yard setback (lake side) of 24' vs 35'
- Description of Hardship: Drawings did not meet real world dimensions and after beginning construction, we found our setbacks were no longer going to be met, so instead of redrawing the project and tearing out portions of the footings and foundation, that are already completed, we are asking for a variance for the covered deck portion of the build. Due to angle of lot lines, the roofline on covered deck/patio space does not meet current setback. The rest of new build are well within setback.

☐ **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

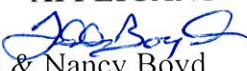
This Application is for the following described real property:

Legal Description: Lots 78 & 79 and the East 26' of Lot 80 of Indian Head Subdivision Lake Mitchell Development Plan, SW ¼ of Section 4, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Property Address: 155 S Harmon Drive

Dated this 21st of April, 2025.

Todd & Nancy Boyd
APPLICANT


Todd & Nancy Boyd
OWNER





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

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

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

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

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

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

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

- Description of Conditional Use: Multi-family dwelling units between 5 and 12 units

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

This Application is for the following described real property:

Legal Description: Lot 9 and 10 of Lake Park Addition to the City of Mitchell in the SW ¼ of Sec 10-T103N-R60W of the 5th P.M., Davison County, South Dakota.

Property Address: 1517 Lakeview Ln

Dated this 18 of April, 2025.

Jordan Hefner, Van Buskirk Homes, Contractor on behalf of:
APPLICANT

A handwritten signature in blue ink, appearing to read "Jordan Hefner", is written over the signature line.

Koch Premier Properties LLC
OWNER





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

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

- Description of Conditional Use: Multi-family dwelling units between 5 and 12 units

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

This Application is for the following described real property:

Legal Description: Lot 13 of Lake Park Addition to the City of Mitchell in the SW ¼ of Sec 10-T103N-R60W of the 5th P.M., Davison County, South Dakota.

Property Address: 100 Block of Lakeview Ln

Dated this 18 **of** April , 2025.

Jordan Hefner, Van Buskirk Homes, Contractor on behalf of:

APPLICANT

Koch Premier Properties LLC

OWNER

A handwritten signature in blue ink, appearing to read "Jordan Hefner", is written over the signature line.



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:	May 5, 2025	Requested By:	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve the Application of Blarneys LLC dba Blarneys Sports Bar & Grille for a Special Event Malt Beverage & SD Farm Wine License located at Cadwell Park for June 14th, 2025 for the 1st Annual Blarneys Amateur Baseball Classic		
Explanation/Background of Agenda Item Requested:	All required documents have been submitted		

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Scott Morgan Blarneys
2100 Highway

Owner's Telephone #: 605-999-6331

B. Business Name and Address

Blarneys 2100 Highway

Business Telephone #: 605-995-5095

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

County: DAWSON

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

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

D. Legal description of licensed premise:

Adwell park - ~~State~~ June 14th
Blarneys Amateur Baseball 1st Annual Classic

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

E. State Sales Tax Number 1011-8797-51

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

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

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

Is this license in active use? ☒ Yes ☐ No

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

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

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

Date 4/16/2025 Print Name Scott Morgan Signature [Signature]

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Blurneys LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 2100 High Indusway

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

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

Name	Office	Address	Occupation
<u>Scott Morgan</u>	<u>President</u>	<u>1301 Eitel Drive</u>	<u>Owner</u>
<u>Stacy Morgan</u>	<u>V-President</u>	<u>1301 Eitel Drive</u>	<u>Owner</u>

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

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
<u>Scott & Stacy Morgan</u>	<u>SO/SO PB-27313</u>

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

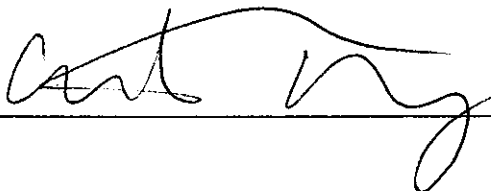
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



4/16/2025

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:	May 5, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Requested Partial Closure of Alley joining 6th and 7th between Main and Rowley Streets		
Explanation/Background of Agenda Item Requested:	Approve Requested Partial Closure of Alley Joining 7th and 6th between Main and Rowley Streets. A request was brought to council to partially close the alley joining 7th and 6th between Main and Rowley Streets at the November 4, 2024 council meeting. Council asked staff to provide closure ideas for future consideration. Staff is presenting two options for the council to consider. Option 1 Close the alley at the locations shown in the attached PDF - Option 1 with jersey barriers or concrete retaining wall block. The barriers would be moved in case of emergencies. Staff would work with Mitchell Main Street & Beyond to decorate the barriers which would tie into the Corn Palace and Corn Palace Plaza theme or as approved. Estimated cost is \$4,000. Option 2 Close the alley at the locations shown in the attached PDF - Option 2 with a swing gate, bollards and barriers. Estimated cost is \$6,000.		

Option 1



Example of 2'x4' retaining wall block.

Approximate Locations of
Jersey Barriers or
Retaining Wall Block



Example of decorated jersey barrier.

Option 2

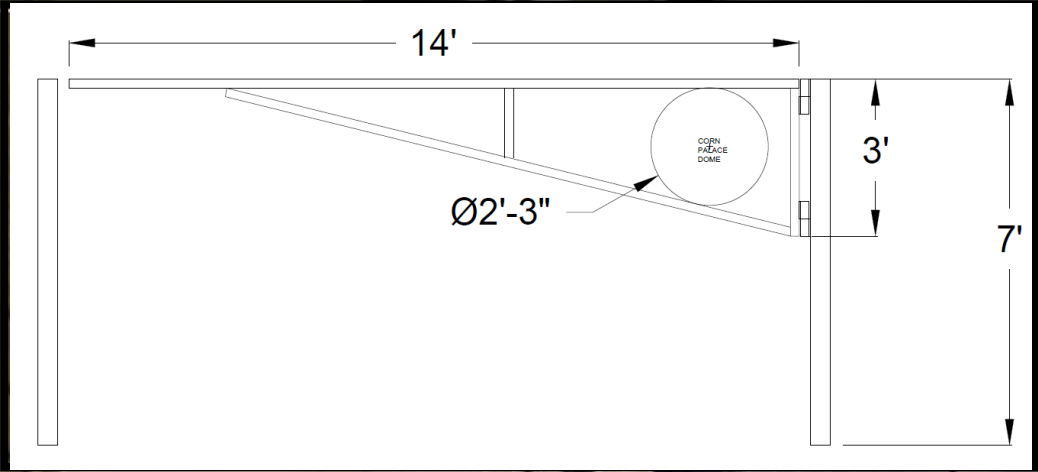
Swing gate location
with bollards



Example of decorated jersey barrier

Approximate Locations of
Jersey Barriers

Swing gate location
with bollards



Swing gate detail.



Approximate Location of Closure Request

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:	May 5, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	602-43340-42225, \$10,000		
Agenda Item:	Action to Approve Agreement #A2025-33, Water Modeling Continuing Services with AE2S		
Explanation/Background of Agenda Item Requested:	Action to Approve Water Model Continuing Services with AE2S #A2025-33 AE2S developed a water model of our water system in 2019. We utilize their services to complete additional water modeling when needed for future projects. They also update the water model when needed after projects. They are assisting with review of plans for the Randall Reginal Rural Water to Mitchell project. Staff recommends approval of the attached agreement with AE2S for continuing water model support at a cost not to exceed \$20,000 to be billed hourly for services as needed.		



April 24, 2025

City of Mitchell
Joe Schroeder
612 N Main Street
Mitchell, SD 57301

**RE: Letter Agreement between Client and AE2S
Mitchell Distribution Modeling Support - Mitchell, SD
P05356-2025-003**

Dear Joe Schroeder,

Advanced Engineering and Environmental Services, LLC (AE2S) proposes to render engineering services regarding Mitchell Distribution Modeling Support located in Mitchell, SD (Assignment) to City of Mitchell (CLIENT).

This Agreement, including Exhibit A, sets forth the terms and conditions under which the CLIENT and AE2S shall be governed regarding the Assignment.

Scope of Basic Services

AE2S will perform the following tasks:

1. General Services

- Provide project management and administration services.
- Provide the CLIENT with documentation of water distribution model applications as requested to support operational decisions, system planning and conceptual design of capital projects.

2. Consulting Services

- Provide communication and coordination as required for AE2S to complete services requested by the CLIENT.
- Participate in conference calls and meetings as requested by the CLIENT.
- Review documentation provided by the CLIENT as appropriate to complete requested services.
- Provide services for support of water distribution system model applications, including support to the CLIENT's staff on an as-needed basis. Support activities include application of the hydraulic model to support distribution system operational decisions, system planning, and conceptual design of capital projects.
- Provide services for support of water system planning to include providing information requested by CLIENT's water suppliers for the purpose of planning existing and future conditions.

Additional Services

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the Scope of Basic Services. If authorized in writing by the CLIENT, AE2S will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B.

CLIENT'S Responsibilities

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S

1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to services for the Assignment.
2. Provide relevant information regarding requirements for the Assignment. AE2S shall be entitled to use and rely upon all information provided by CLIENT or others in performing AE2S's services under this Agreement.
3. Provide access to the relevant site sufficient for AE2S to perform its services under this Agreement.
4. CLIENT shall, so long as AE2S is not in default, promptly pay AE2S for such services as have been performed satisfactorily hereunder in accordance with the fee terms set forth herein.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

Fees

AE2S shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B not to exceed \$20,000 without written authorization from CLIENT, plus reimbursement for all project related expenses.

Performance Schedule

AE2S shall use commercially reasonable efforts to complete Basic Services within a reasonable time period.

Contract Documents

This Agreement includes the following documents, incorporated herein by reference:

1. Exhibit A - Terms and Conditions;
2. Exhibit B - Hourly Fee and Expense Schedule;
3. All other attached Exhibits referenced in this Agreement;
4. Any drawings or specifications provided by the CLIENT in writing; and
5. Any duly executed written amendments.

There are no contract documents other than this Agreement and those documents listed above.

RE: Letter Agreement between CLIENT and AE2S
Mitchell Distribution Modeling Support - Mitchell, SD
Page 3

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign in the space provided and return a copy to AE2S. Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,



Gregory Hansen

AE2S

Client

By: *Matt Erickson*

By:

Name: Matt Erickson

Name: (Print):

Title: Operations Manager

Title:

Standard Terms and Conditions

The Agreement is supplemented to include the following terms and conditions:

1. **Standard of Care**
 - a. The standard of care for all professional services performed or furnished by AE2S under this Agreement will be the care and skill ordinarily used by members of AE2S's profession practicing under similar circumstances at the same time and in the same locality. AE2S makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S's services.
 - b. CLIENT shall be responsible for, and AE2S may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S pursuant to this Agreement. AE2S may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
2. **Payments to AE2S**

Invoices will be prepared in accordance with AE2S's standard invoicing practices and will be submitted to CLIENT by AE2S monthly, unless otherwise agreed. Invoices are due and payable within 30 days. If CLIENT fails to make any payment due AE2S for services and expenses within 30 days, the amounts due AE2S will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S has been paid in full all amounts due for services, expenses, and other related charges. All payments shall be made in United States Dollars. Engineer's compensation is exclusive of any applicable sales or use taxes imposed by any governmental authority on Engineer's compensation under this Agreement. Owner shall reimburse Engineer for the cost of such sales or use taxes. Engineer's invoices shall state all such applicable sales or use taxes, if any.
3. **Insurance**

AE2S will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.
4. **Exclusion of Special, Incidental, Indirect, and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S and AE2S's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them.
5. **Limit of Liability**

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of AE2S and AE2S's officers, directors, partners, employees, agents, and AE2S's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them, shall not exceed total compensation received by AE2S as part of this Agreement.
6. **Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S all amounts owing to AE2S under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
7. **Access**

CLIENT shall arrange for safe access to and make all provisions for AE2S and AE2S's Consultants to enter upon public and private property as required for AE2S to perform services under this Agreement.
8. **Hazardous Environmental Conditions**

It is acknowledged by both parties that AE2S's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event AE2S or any other party encounters a Hazardous Environmental Condition, AE2S may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that AE2S is performing professional services for CLIENT and that AE2S is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with AE2S's activities under this Agreement.
9. **Patents**

AE2S shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.
10. **Ownership and Reuse of Documents**

All documents prepared or furnished by AE2S pursuant to this Agreement are instruments of service, and AE2S shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk.
11. **Use of Electronic Media**
 - a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the AE2S. Files in electronic media format of text, data, graphics, or of other types that are furnished by AE2S to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
 - b. When transferring documents in electronic media format, AE2S makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by AE2S at the beginning of this Assignment.
 - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
 - d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving

party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. AE2S shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

12. Contractors

AE2S shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AE2S have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. AE2S neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor. AE2S shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AE2S's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AE2S.

13. Force Majeure

AE2S shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S's reasonable control.

14. No Third Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S. AE2S's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S because of this Agreement or the performance or nonperformance of services hereunder.

15. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

16. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

17. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

19. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

20. Controlling Law

This Agreement is to be governed by the law of the State of South Dakota without regard to its conflicts of laws principles.

21. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address shown herein and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

22. Executed in Counterparts

This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

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:	May 5, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	201-45210-42200 Parks Professional Services \$65,000		
Agenda Item:	Action to Approve Agreement #A2025-34, Hitchcock Tennis Courts with SPN & Associates Project #2025-34		
Explanation/Background of Agenda Item Requested:	Approval of Proposed Engineering Services Agreement A2025-34 with SPN for Tennis Courts City Project #2025-34 The City Council approved a funds during the supplemental budgets for a design to replace the older tennis courts at Hitchcock Park. The project will include eight tennis courts, update lighting and fencing, and reconstruction of the adjacent parking lot. The tennis courts will be designed and bid as post tension construction. The attached agreement with SPN will provide design, bidding and full construction phase services. At this time, staff is recommending authorizing SPN to move forward with preliminary and final design and bidding phases. Staff recommends City Council approval of the attached agreement from SPN in the amount not to exceed \$52,700 for the services identified in the agreement.		

HITCHCOCK PARK TENNIS COURTS RECONSTRUCTION AND LIGHTING

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of May 5, 2025 (“Effective Date”) between
City of Mitchell, South Dakota (“Owner”) and
Schmucker, Paul, Nohr and Associates (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

To reconstruct eight (8) tennis courts, update lighting and fencing and the reconstruction of the adjacent parking lot in Hitchcock Park, hereinafter referred to as the “Project”. The tennis courts will be designed and bid as post tension construction method.

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Obtain field data (topographic survey), complete the design (plans & specifications) and estimate costs for the “PROJECT”, provide bidding engineering services, construction administration and resident project representative services.**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. **Engineer shall notify Owner in the event Engineer is aware that Owner supplied information that is inaccurate or questionable.**
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in

Owner-furnished information. **Engineer shall notify Owner in the event Engineer is aware that Owner supplied information that is inaccurate or questionable.**

- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service **for the project only and shall be deemed the joint property of the Engineer and Owner**, and ~~Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer)~~ whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- ~~C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to~~

~~receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.~~ **All raw data, studies, reports, and other work products of Engineer for this project ("Project Documents") are instruments of service for the project only and shall be deemed the joint property of Engineer and Owner whether the project is completed or not. The Owner may make and retain copies of the Project Documents which may be used by the Owner. Both Engineer and Owner may use the Project Documents for their own purposes outside of the project when appropriate. However, the Project Documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the project or on any other project. Any such use without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer and the Owner shall indemnify and hold harmless Engineer and their consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting from the negligent use or intentional misuse of the Project Documents by Owner.**

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. ~~Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~

- B. Owner shall procure and maintain insurance as set forth in Exhibit G. ~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- ~~E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project related contracts to secure waivers of rights consistent with those set forth in this paragraph.~~
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."** **Nevertheless, for this and all other instances of indemnification/hold harmless provisions in this Agreement, the extent of Owner's obligation is limited in that Owner does not waive its sovereign immunity and the Owner reserves the right to rely on sovereign immunity to the extent permitted by South Dakota Law.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify

any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **“not used”**
- E. Exhibit E, Notice of Acceptability of Work. **“not used”**
- F. Exhibit F, Construction Cost Limit. **“not used”**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. **“not used”**
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **“not used”**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Mitchell, South Dakota

By: _____
Print name: Jordan Hanson
Title: Mayor
Date _____
Signed: _____

Address for Owner's receipt of notices:

City of Mitchell
612 North Main Street
Mitchell, South Dakota 57301-2620

Designated Representative (Paragraph 8.03.A):

Joe Schroeder, P.E.
Title: Public Works Director
Phone Number: 605-995-8433
E-Mail Address: jschroeder@cityofmitchellsd.gov

ATTEST

By: _____
Print name: Michelle Bathke
Title: Finance Officer

Engineer: Schmucker, Paul, Nohr and Associates

By: _____
Print name: Jeffrey P. McCormick, P.E.
Title: Associate
Date Signed: _____

Engineer License Certificate No.: 8471

State of: South Dakota

Address for Engineer's receipt of notices:

PO Box 398
2100 North Sanborn Boulevard
Mitchell, South Dakota 57301

Designated Representative (Paragraph 8.03.A):

Jeffrey P. McCormick, P.E.
Title: Associate
Phone Number: 605-996-7761
E-Mail Address: jmccormick@spn-assoc.com

ATTEST

By: _____
Print name: Bob Babcock, P.E.
Title: Principal

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Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase– NOT APPLICABLE –

~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - ~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] **[List the specific potential solutions here.]**~~
 - ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
- ~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
- ~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
- ~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
- ~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~
- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
 - ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
 - ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
 - ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
 - ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
 - ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
 - ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
 - ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables: []
[] **List any such tasks or deliverables here.**~~
 - ~~15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
 - ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.~~
- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

A1.02 Preliminary Design Phase

- A. ~~After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:~~

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner ~~during or following the Study and Report Phase~~, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. ~~Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. ~~Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

a. N/A

10. Furnish [3] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [90] days of authorization to proceed with this phase, and review them with Owner. Within [21] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [3] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [21] days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: [N/A.]
 10. Furnish for review by Owner, its legal counsel, and other advisors, [5] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [45] calendar days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 calendar days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner (Civil 3D Drawings), as appropriate, and submit [5] final copies of such documents to Owner within [14] calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
[N/A.]
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to

furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference*: Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols*: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents*: If requested by Owner to do so, Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point

indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
[N/A.]
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and

Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 ~~Post Construction Phase~~ NOT APPLICABLE – The Post Construction Phase of this Project will be completed under separate agreement and is not a part of this Agreement.

~~A. Upon written authorization from Owner during the Post Construction Phase, Engineer shall:~~

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~
- ~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~
- ~~3. Perform or provide the following other Post Construction Phase tasks or deliverables: [N/A.]~~

~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

C. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and

- documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- ~~15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.~~
- 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
- ~~18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.~~
- ~~19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.~~
- 20. Preparation of operation, maintenance, and staffing manuals.
- ~~21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).~~
- 22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
- 24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
- ~~25. Overtime work requiring higher than regular rates.~~

- ~~26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 ~~Additional Services Not Requiring Owner's Written Authorization~~

~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.~~

- ~~1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.~~
- ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
- ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~
- ~~5. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~
- ~~6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.~~
- ~~7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally~~

~~required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 5, 2025.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- B. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- C. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- D. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- E. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- H. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- I. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- L. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- M. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- N. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- O. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- P. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- ~~Q. Place and pay for advertisement for Bids in appropriate publications.~~
- R. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- ~~S. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.~~
- T. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- U. Perform or provide the following: [N/A.]

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This is **EXHIBIT C**, consisting of **6** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **May 5, 2025**

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be **\$149,700** based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$ N/A
 - b. Preliminary Design Phase **\$ 28,000.00**
 - c. Final Design Phase **\$ 19,000.00**
 - d. Bidding or Negotiating Phase **\$ 5,700.00**
 - e. Construction Phase **\$ 97,000.00**
 - f. ~~Post Construction Phase~~ ~~\$ []~~
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **January 2**) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- ~~B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.1**.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either

exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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COMPENSATION PACKET AS-1: Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1].

C. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 2**) to reflect equitable changes in the compensation payable to Engineer.

D. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **May 5, 2025**.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

A.1. REIMBURSABLE EXPENSES

A.1.1. Vehicle miles shall be charged at the rate of \$0.58 per regular vehicle.

A.1.2 Meals and lodging shall be charged at costs incurred by the ENGINEER.

A.1.3. The cost of independent consulting and testing services (including, but not limited to, soils engineering and testing services) shall be charged at the cost incurred by the ENGINEER plus an assumed risk fee of 10% of the incurred cost.

A.2. MODIFICATIONS

A.2.1. Hourly rates and charges as set forth herein shall be adjusted on January 2 of each calendar year, as applicable.

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This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 5, 2025.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|---------------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | <u>\$1,000,000</u> |
| 2) Disease, Policy Limit: | <u>\$1,000,000</u> |
| 3) Disease, Each Employee: | <u>\$1,000,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| 2) General Aggregate: | <u>\$2,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | <u>\$5,000,000</u> |
| 2) General Aggregate: | <u>\$5,000,000</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | <u>\$1,000,000</u> |
| f. Professional Liability | |
| 1) Each Claim Made | <u>\$2,000,000</u> |
| 2) Annual Aggregate | <u>\$2,000,000</u> |
| g. Other (specify): | <u>\$N/A</u> |

2. By Owner:

- | | |
|--|--------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ |
| 2) Disease, Policy Limit: | \$ |
| 3) Disease, Each Employee: | \$ |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ |
| 2) General Aggregate: | \$ |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ |
| 2) General Aggregate: | \$ |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ |
| f. Other (specify): | <u>\$N/A</u> |

~~B. Additional Insureds:~~

- ~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

~~a. _____
Engineer~~

~~b. _____
Engineer's Consultant~~

~~c. _____
Engineer's Consultant~~

~~d. _____
[other]~~

- ~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10. the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:

- B. Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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This is **EXHIBIT K**, consisting of 2 pages,
referred to in and part of the **Agreement between
Owner and Engineer for Professional Services**
dated May 5, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

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

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

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

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

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:	May 5, 2025	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Action to approve resolution 2025-31.		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2025-31, Amending Water and Sewer Rates for 2025 by Implementing a Surcharge for CW-13, CW-15, and DW-08		
Explanation/Background of Agenda Item Requested:	The enclosed resolution will amend the City's existing water and sewer rates to implement a surcharge required for State Revolving Fund (SRF) financing for City Projects. The resolution does not increase the rates already in effect for Water & Sewer Utilities. The new surcharges will be segregated from the existing water and sewer rates already approved. The surcharges will remain in place until the loan is paid in full. The resolution includes the implementation of the following surcharges: • \$1.10/month/user for State Revolving Fund (SRF) Loan #DW-08 for 5th Street water improvements from Burr to Foster. • \$4.12/month/user for State Revolving Fund (SRF) Loan #CW-13 for S. Wastewater Treatment Plant Improvements. • \$2.60/month/user for State Revolving Fund (SRF) Loan #CW-15 for 5th street sewer improvements from Burr to Foster. Staff recommends approval of the resolution.		

Resolution R2025-31

A RESOLUTION AMENDING CITY OF MITCHELL WATER & SEWER RATES FOR 2025 BY IMPLEMENTING A SURCHARGE FOR CW-13, CW-15, AND DW-08.

WHEREAS, the City of Mitchell has been involved in a comprehensive infrastructure planning process,

WHEREAS, many of these projects will include state revolving loan financing that the city will be obligated to repay through rates,

WHEREAS, these improvements are necessary to meet expected demands of current customers in the next 5-10 years, as well as any future demands from growth and development within the City of Mitchell;

WHEREAS, the Mitchell City Council asked that rates be set with quarterly increases until they reach the necessary level in 2027 to fund the projected increases required for planned improvements in order to make the increases more gradual for residents;

THEREFORE, BE IT RESOLVED, by the City Council of the City of Mitchell, SD that effective May 1, 2025 rates be amended to include the surcharges as listed below for CW-13, CW-15, and DW-08 to be taken out of the existing rate amounts.

Water Rates

		4/1/2025	10/1/2025
Base Rate	1" and less	\$ 18.62	\$ 20.50
	1 1/2"	\$ 37.24	\$ 41.00
	2"	\$ 59.60	\$ 65.60
	3"	\$ 111.74	\$ 123.00
	4"	\$ 186.24	\$ 205.00
	6"	\$ 372.50	\$ 410.00
Water Usage		\$ 7.32	\$ 8.16

Water rates include the following surcharges that are segregated from the total fees collected:

\$1.78/month/user	DW- 02	Water Storage Tank
\$.85/month/user	DW-05	West Water Tower Repairs
\$10.30/month/user	DW-06	Ground Storage Tank Project
\$1.94/month/user	DW-07	Water System Improvements
\$1.10/month/user	DW-08	5th Street- Burr to Foster

Sewer Rates

		4/1/2025	10/1/2025
Residential	Base	\$ 31.33	\$ 32.03
	Volume	\$ 4.31	\$ 4.41
Non Residential	Base	\$ 31.33	\$ 32.03
	Volume	\$ 5.39	\$ 5.51
Industrial	Base	\$ 31.33	\$ 32.03
	Volume	\$ 4.29	\$ 4.39
	BOD	\$ 0.94	\$ 0.96
	TSS	\$ 1.38	\$ 1.42
	TKN	\$ 5.17	\$ 5.29

Sewer rates include the following surcharges that are segregated from the total fees collected:

\$8.05/month/user	CW-05	Sanborn Phase II
\$3.70/month/user	CW-06	East Central Drainage Phase I
\$.99/month/user	CW-07	East Central Drainage Phase II
\$1.11/month/user	CW-08	Daily Drive Lift Station
\$11.60/month/user	CW-09	Waste Water Treatment Plant Improvements Phase I
\$9.36/month/user	CW-10	Waste Water Treatment Plant Improvements Phase II
\$3.47/month/user	CW-11	Waste Water System Improvements
\$.77/month/user	CW-12	Livesay Improvements
\$4.12/month/user	CW-13	S. Wastewater Treatment Plant Improvements
\$2.60/month/user	CW-15	5th Street Burr to Foster

Adopted by the Mitchell, South Dakota City Council in regular session on the 5th day of May , 2025
with:

____ votes cast in favor of adoption,
 ____ votes cast against adoption,
 ____ votes abstaining.

Jordan Hanson, Mayor

Attest:

Michelle Bathke, Finance Officer

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 5, 2025	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Approval of Resolution 2025-25.		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2025-25, A Resolution Giving Approval to Certain Sewer Facilities Improvements; Giving Approval to the Issuance and Sale of a Revenue Bond to Finance, Directly or Indirectly, the Improvements to the Facilities; Approving the Form of the Loan Agreement and the Revenue Bond and Pledging Project Revenue and Collateral to Secure the Payment of the Revenue Bond; and Creating Special Funds and Accounts for the Administration of Funds for Operation of the System and Retirement of the Revenue Bond and Providing for a Segregated Special Charge or Surcharge for the Payment of the Bonds		
Explanation/Background of Agenda Item Requested:	The enclosed resolution is a requirement for the State Revolving Fund (SRF) Loan financing application. This resolution is for the 5th Avenue Utilities project that has been approved for 2025. The loan is repaid from a surcharge established to segregate revenue from the City's existing sewer rates. The surcharge is proposed in Resolution R2025-31 on the City Council agenda. Staff recommends approval of the resolution.		

RESOLUTION NO. R2025-25

RESOLUTION GIVING APPROVAL TO CERTAIN SEWER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Mitchell (the “City”) currently operates a sewer system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; and for the control of floods and drainage and has determined that improvements to the sewer facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its sewer system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its sewer system for the purpose of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Clean Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“Act” means South Dakota Codified Laws Chapter 9-40.

“Loan” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“Project” means the City of Mitchell Fifth Avenue Utilities Project.

“Revenue Bond” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“System” means the City’s system of collecting, treating, and disposing of sewage and other domestic, commercial, and industrial wastes.

SECTION 2. Declaration of Necessity and Findings.

2.1.1. Declaration of Necessity. The City hereby determines and declares it is necessary to construct and finance improvements to its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-2, and the federal Clean Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$2,350,000 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the "Loan Agreement"), the form of which is on file with the Finance Officer (the "Finance Officer") and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$2,350,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement

(including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond.

4.1. The City does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements, and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.2. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.3. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due.

4.4. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges, and surcharges.

4.5. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement's rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the sewer system account of the City and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Mitchell, South Dakota (collectively the "Rate Resolution"). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City's governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Common Council.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at

any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made, or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Mitchell, South Dakota, this ____ day of _____ 2025.

APPROVED:

Mayor

(SEAL)

Attest: _____
Finance Officer

First reading: _____
Published: _____
Effective: _____

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:	May 5, 2025	Requested By:	Stephanie Ellwein
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2025-26, A Resolution Giving Approval to Certain Drinking Water Facilities Improvements; Giving Approval to the Issuance and Sale of a Revenue Bond to Finance, Directly or Indirectly, the Improvements to the Facilities; Approving the Form of the Loan Agreement and the Revenue Bond and Pledging Project Revenues and Collateral to Secure the Payment of the Revenue Bond; and Creating Special Funds and Accounts for the Administration of Funds for Operation of the System and Retirement of the Revenue Bond and Providing for a Segregated Special Charge or Surcharge for the Payment of the Bonds		
Explanation/Background of Agenda Item Requested:	The enclosed resolution is a requirement for the State Revolving Fund (SRF) Loan financing application. This resolution is for the 5th Avenue Utilities project that has been approved for 2025. The loan is repaid from a surcharge established to segregate revenue from the City's existing water rates. The surcharge is proposed in Resolution R2025-31 on the City Council agenda. Staff recommends approval of the resolution.		

RESOLUTION NO. R2025-26

RESOLUTION GIVING APPROVAL TO CERTAIN DRINKING WATER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system of waterworks for the purpose of providing water and water supply for domestic, municipal, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Mitchell (the “City”) currently operates a water distribution system to supply municipal, industrial and domestic water to its inhabitants and has determined that improvements to the drinking water facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its drinking water system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its system of waterworks for the purpose of providing water and water supply for domestic, municipal, and industrial purposes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Drinking Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“Act” means South Dakota Codified Laws Chapter 9-40.

“Loan” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“Project” means the City of Mitchell Fifth Avenue Utilities Project.

“Revenue Bond” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“System” means the City’s system of waterworks used for the purpose of providing water and water supply for domestic, municipal, and industrial purposes.

SECTION 2. Declaration of Necessity and Findings.

2.1. Declaration of Necessity. The City hereby declares and determines it is necessary to construct and finance improvements to its drinking water facilities within its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-3A, and the federal Safe Drinking Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, that only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$1,325,000 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the "Loan Agreement"), the form of which is on file with the City Finance Officer (the "Finance Officer") and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$1,325,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal, interest and Administrative Surcharge on the

Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond. The City does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements, and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.1. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.2. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged a special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal, interest, and Administrative Surcharge on the Revenue Bond when due.

4.3. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges, and surcharges.

4.4. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement's rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the water system account of the City and shall be used solely for the following respective purposes until payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Mitchell, South Dakota (collectively the "Rate Resolution"). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City's governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Common Council.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank Trust Company, National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at

any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Project Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Mitchell, South Dakota, this _____ day of _____ 2025.

APPROVED:

Mayor

(SEAL)

Attest: _____
City Finance Officer

Adopted: _____
Published: _____
Effective: _____

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:
After receiving initial application materials, the TIF Review Committee met to determine if the project plan included all the information required by law and ordinance. After all revisions, the project plan does now appear to meet all requirements of state and local law. The Planning Commission met and held a hearing on the matter on April 28, 2025. The commission voted in favor of setting the boundaries described in the project plan and recommended adoption of the project plan. This TIF would function the same as the last few City TIFs where debt is not issued against the TIF. The city passes on the increment to the developer as the increment is generated. This means that any risk that the TIF does not generate the anticipated funds falls on the recipient, not the City, and that the TIF requested dollars will not count as constitutional debt against the City. The Developer will also certify costs for reimbursement and has agreed to waive the discretionary formula.

There are also some additional terms relating to the potential construction of Mattie Street by the city and how increment would be applied in that case.

Project funds are classified as grants which the developer may use to offset eligible project costs as described in the Project Plan. Planning Commission minutes are included for council reference. All required findings and statements to create and approve TIF 41 are contained within the proposed resolution.

Note- The project plan includes a correction from the version presented at planning commission. Page 18 now displays the correct City of Mitchell tax levy.

RESOLUTION R2025-32

A RESOLUTION PROVIDING FOR THE CREATION OF CITY OF MITCHELL TAX INCREMENTAL DISTRICT NUMBER FORTY-ONE

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Forty-one (TID 41) and to define the district's boundaries; and

WHEREAS notice of the hearing before the city planning commission was provided pursuant to SDCL 11-9-3; and

WHEREAS, the City of Mitchell Planning Commission held a hearing on April 28, 2025 at which any interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a tax incremental district; and

WHEREAS the City of Mitchell Planning Commission after said hearing has recommended the proposed plan for Tax Incremental District Number Forty-one and has recommended its creation, setting the boundaries as listed in the project plan, and recommending adoption of the project plan.

THEREFORE, IT IS HEREBY RESOLVED:

1. Pursuant to SDCL 11-9-5, there is hereby created, as of May 5, 2025, the City of Mitchell Tax Incremental District Number Forty-one (TID 41). TID 41 is legally described as follows:

Lots One (1), Two (2), Three (3), Four A (4A), Five (5), Six (6), Seven (7) and Eight (8), in Block One (1), and Lots Three (3), Four (4), Five (5) and Six A (6A) in Block Two (2), Woods First Addition to the City of Mitchell, Davison County, South Dakota; and

That portion of South Mattie Street right of way located between East 1st Avenue on the north and East Havens Avenue on the south, including the intersections at such locations, to the extent such areas are subject to the city's jurisdiction;

with a map showing said boundaries included in the Project Plan presented to Council on May 5, 2025.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 41 was held on April 28, 2025.
3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:
 - a. Pursuant to SDCL 11-9-8, not less than fifty percent (50%) by area of the real property within the proposed tax increment district will stimulate and develop the general economic welfare and prosperity of the City of Mitchell and State of

- South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources;
- b. Further pursuant to SDCL 11-9-8, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 41;
 - c. Pursuant to SDCL 11-9-13, the project plan for TID 41 includes information satisfying each of the 5 requirements contained therein;
 - d. Pursuant to SDCL 11-9-16, the project plan for TID 41 includes information satisfying each of the 6 requirements contained therein; and
 - e. The plan is feasible and in conformity with the master plan of the City.
 - f. The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts does not exceed ten (10%) percent of the total assessed valuation of the City.
 - g. TID 41 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
4. Based on the findings in Section 3 above, the City hereby approves and adopts the project plan and the proposed boundaries as recommended by the City of Mitchell Planning Commission.
 5. The City hereby directs the City of Mitchell Finance Officer to take such action as is deemed necessary to accomplish SDCL 11-9-20.
 6. There is hereby created, pursuant to SDCL 11-9-31, the Tax Incremental District Number Forty-one Fund (TID 41 Fund).
 7. All tax increments collected pursuant to TID 41 shall be deposited into the TID 41 Fund.
 8. All funds in the TID 41 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.
 9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.
 10. The project plan is on file with the City of Mitchell Finance Officer.
 11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

Adopted by the Mitchell, South Dakota City Council in regular session this ____ day of May, 2025, with:

____ votes cast in favor of adoption,
 ____ votes cast against adoption, and
 ____ votes abstaining.

Jordan Hanson, Mayor

Attest:

Michelle Bathke, City Finance Officer

(seal)

TAX INCREMENTAL DISTRICT
NUMBER 41
CITY OF MITCHELL

TAX INCREMENTAL
PROJECT PLAN

In conjunction with
Paul Groeneweg LLC, Developer



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INTRODUCTION AND PURPOSE

The purpose of this Plan, to be implemented by the City of Mitchell, Davison County, South Dakota, is to satisfy the requirements for a Tax Incremental District Plan Number 41, City of Mitchell, Davison County as specified in SDCL Chapter 11-9. There are 11 mandated requirements of the Plan, each to be addressed in this Plan. The principal purpose of the Plan is to define eligible property and to define a Tax Increment Plan for funding eligible activities in an eligible area of the city.

This Plan was prepared for adoption by the City Planning Commission and the City Council in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development through the construction of Affordable Housing through a multi-housing project that will consist of seventy (70) two- and three-bedroom apartment units. The name of the project is “Woods Apartments.” The apartment mix will consist of twelve (12) buildings. The first phase will consist of five (5) buildings with six 3-bedroom apartment units, and one (1) building with four 3-bedroom apartments as well as a fitness center and coffee shop. The second phase will consist of six (6) buildings with six 2-bedroom apartment units, and the construction of up to forty-eight (48) single-car garage units housed in two (2) separate building units. An outdoor pool area and park area with a fire pit are also expected to be included in the project. The intent of Woods Apartments is to create a 70-unit affordable apartment complex, complete with an exercise/gym area and a potential coffee shop, with the apartment units to be rented at a monthly rental rate to be calculated at or below 80% for the State of South Dakota area median income being utilized by the South Dakota Housing Development Authority at the time such rental agreement is entered.

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development to provide Affordable Rental Housing and to promote economic development throughout the TIF District and the City of Mitchell. Development in the area is anticipated to occur in the near future, with tax increment financing to provide the impetus and means to undertake this development which otherwise may not occur. The TIF is also expected to help fund the City’s construction of South Mattie Street.

The 70 apartment units and real estate will be owned by Paul Groeneweg LLC, a South Dakota limited liability company (“Paul Groeneweg LLC”). The project will be constructed by Groeneweg Construction LLC, a South Dakota limited liability company. The Developer of the Project will be Paul Groeneweg LLC (“Developer”).

Brief Description of Project:

Construction of an Affordable Housing project. With Tax Increment Financing, the Developer is planning on the construction of a multi-housing project that will consist of seventy (70) two- and three-bedroom apartments. The project will include the construction of garage units as well as a fitness center and coffee shop for the residents. The TIF is also expected to help fund the City’s construction of South Mattie Street.

Brief Description of Projects Public Benefits:

This project will allow for an affordable housing opportunity for current and new residents of the City of Mitchell with the monthly rental rate to be calculated at or below 80% for the State of South Dakota area median income utilized by the South Dakota Housing Development Authority. Further, this project will result in developing property that is currently underdeveloped. The TIF is also expected to help fund the City’s construction of South Mattie Street.

GENERAL DEFINITIONS AS USED IN THIS PLAN

The following terms found in this Plan have the following meanings:

"Base" or "Tax Incremental Base" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

"Blighted" means property that meets any of the following criteria:

Any area, including slum area, in which the structures, buildings, or improvements, by reason of:

- (1) dilapidation, age, or obsolescence;
- (2) inadequate provisions for ventilation, light, air, sanitation, or open spaces;
- (3) high density of population and overcrowding;
- (4) the existence of conditions which endanger life or property by fire and other causes; or
- (5) any combination of such factors;

are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and which is detrimental to the public health, safety, morals, or welfare, is a blighted area.¹

The term blighted area² means An area that substantially impairs or arrests the sound growth of the political subdivision, inhibits housing development, constitutes an economic or social liability, or is a danger in its present condition and use to the health, safety, morals, or welfare of the public because of:

- (1) the presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures;
- (2) predominance of defective or inadequate street layouts;
- (3) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (4) insanitary or unsafe conditions;
- (5) the deterioration of site or other improvements;
- (6) a diversity of ownership, tax, or special assessment delinquency exceeding the fair value of the land;
- (7) defective or unusual conditions of title;
- (8) the existence of conditions which endanger life or property by fire and other causes; or
- (9) a predominance of open space with obsolete platting, diversity of ownership, or deterioration of structures of site improvements.

"City of Mitchell" means Mitchell, South Dakota.

¹ SDCL § 11-9-9

² SDCL § 11-9-10

"Department of Revenue" means the South Dakota Department of Revenue.

"Developer" means Paul Groeneweg LLC, a South Dakota limited liability company.

"Developer's Agreement" means the agreement between Paul Groeneweg LLC, and the City of Mitchell concerning this Tax Incremental District.

"District" means the Tax Incremental District.

"Economic Development" means all powers expressly granted and reasonably inferred pursuant to SDCL §9-54.

"Fiscal year" means that fiscal year of City of Mitchell.

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means City of Mitchell City Council.

"Grant" means the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality;

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Municipality" means any incorporated city or county in this state.

"Owner" means Paul Groeneweg LLC, a South Dakota limited liability company.

"Planning Commission" means City of Mitchell Planning Commission.

"Plan" means this Project Plan.

"Project Costs" means any expenditure or monetary obligations by Developer, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by Developer in connection with the implementation of this Plan.

"Project Plan" means properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-13.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the City and Project Costs.

"Taxable Property" means all real taxable property located in a Tax Incremental District.

"Tax Incremental District" means a contiguous geographic area within a City and/or County defined and created by resolution of the governing body and named City of Mitchell Tax Incremental District #41.

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

"Tax Increment Law" means South Dakota Codified Laws Chapter 11-9.

PROPERTY WITHIN THE TAX INCREMENT DISTRICT

The real property to be located within the Tax Increment District will have a legal description of:

Lots One (1), Two (2), Three (3), Four A (4A), Five (5), Six (6), Seven (7) and Eight (8), in Block One (1), and Lots Three (3), Four (4), Five (5) and Six A (6A) in Block Two (2), Woods First Addition to the City of Mitchell, Davison County, South Dakota; and

That portion of South Mattie Street right of way located between East 1st Avenue on the north and East Havens Avenue on the south, including the intersections at such locations, to the extent such areas are subject to the city's jurisdiction.

The area making up Tax Increment District #41 is shown on the Boundary Map attached to the following page.

CREATION OF CITY OF MITCHELL TID NUMBER 41

Paul Groeneweg LLC, desires to create a Tax Incremental Financing District ("TID") to assist in the construction of public infrastructure and other TID eligible expenses on land located within the corporate limits of the City of Mitchell, Davison County, South Dakota. As presented by the Developer, the TID will consist of up to two (2) phases, as follows:

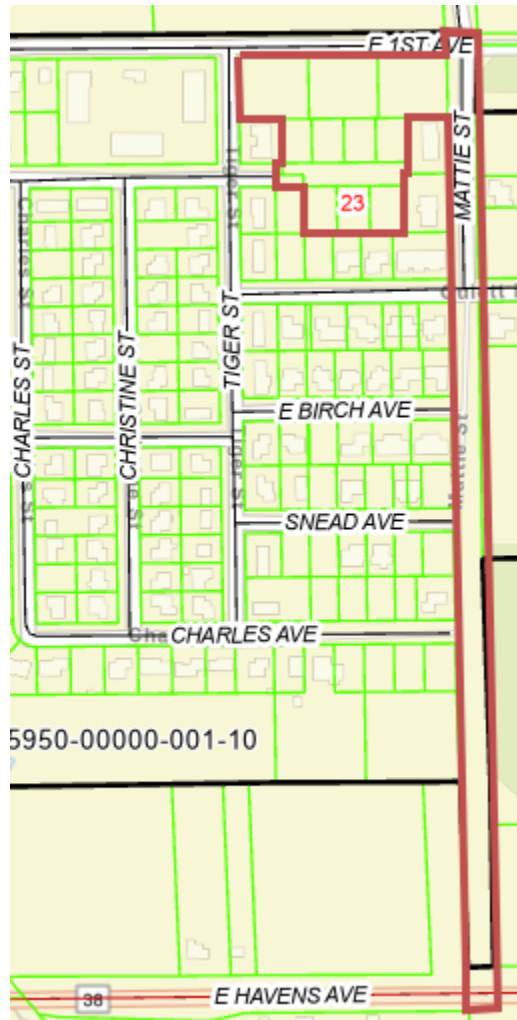
Site preparation (utilities, asphalt, concrete), and other TID eligible expenses for the Affordable Rental Housing Project area proposed for the TID area, and the construction of the garage units.

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Figure 1. TID 41 Boundary

Mitchell TIF District 41 Boundary Map

TIF boundary outlined in **RED** below.



Lots One (1), Two (2), Three (3), Four A (4A), Five (5), Six (6), Seven (7) and Eight (8), in Block One (1), and Lots Three (3), Four (4), Five (5) and Six A (6A) in Block Two (2), Woods First Addition to the City of Mitchell, Davison County, South Dakota; and

That portion of South Mattie Street right of way located between East 1st Avenue on the north and East Havens Avenue on the south, including the intersections at such locations, to the extent such areas are subject to the city's jurisdiction.

LISTING OF KIND, NUMBER, LOCATION AND DETAILED COSTS OF PROPOSED PUBLIC WORKS AND IMPROVEMENTS³

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred by the Developer.

The City is working to develop an economic and competitive base to benefit the City and the state as a whole. All project costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes an Affordable Housing Project and is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The Developer or its assignee shall enter into all contracts in accordance with South Dakota law.

A combination of private investment and tax increment financing will assist progress toward the following additional objectives:

- To address and remedy conditions in the area that impair or arrest the sound growth of the City;
- To redevelop and rehabilitate the area in a manner which is compatible with and complementary to unique circumstances in the area;
- To effectively utilize undeveloped and underdeveloped land;
- To ultimately contribute to increased revenues for all taxing entities;
- To encourage the voluntary construction of buildings, improvements, and conditions;
- To watch for market and/or project opportunities to promote economic development, and when such opportunities exist, to take action within the financial, legal and political limits of the City to acquire land, pursue redevelopment, improvement and construction projects; and
- To improve areas that are likely to significantly enhance the value of substantially all property in the district.

TAXABLE VALUE OF MITCHELL

State law requires that tax increment districts cannot exceed ten percent of the taxable value of the City of Mitchell. This value for Mitchell is approximately \$1,705,007,155. The base value of the taxable property for inclusion into this Tax Incremental District, as per the Director of Equalizations records is \$364,867 as set forth on the following page:

³ SDCL §11-9-16(1)

TIF 41 Base Valuations

Lots One (1), Two (2), Three (3), Four A (4A), Five (5), Six (6), Seven (7) and Eight (8), in Block One (1), and Lots Three (3), Four (4), Five (5) and Six A (6A) in Block Two (2), Woods First Addition to the City of Mitchell, Davison County, South Dakota; and

That portion of South Mattie Street right of way located between East 1st Avenue on the north and East Havens Avenue on the south, including the intersections at such locations, to the extent such areas are subject to the city's jurisdiction.

Full & True Base Value: \$364,837

Total base value of active TIF Districts in Mitchell is as follows:

Tax Increment District Number 8	\$5,900,522
Tax Increment District Number 9	\$49,543
Tax Increment District Number 14	\$37,207
Tax Increment District Number 16	\$4,920,402
Tax Increment District Number 19	\$13,143
Tax Increment District Number 20	\$149,308
Tax Increment District Number 21	\$139,817
Tax Increment District Number 23	\$2,953,202
Tax Increment District Number 24	\$602,220
Tax Increment District Number 26	\$0
Tax Increment District Number 27	\$985,641
Tax Increment District Number 28	\$2,083,459
Tax Increment District Number 29	\$391,053
Tax Increment District Number 30	\$54,665
Tax Increment District Number 31	\$600,605
Tax Increment District Number 32	\$1,530,600
Tax Increment District Number 33	\$776,329
Tax Increment District Number 34	\$1,250,395
Tax Increment District Number 35	\$130,385
Tax Increment District Number 36	\$217,468
Tax Increment District Number 37	\$77,929
Tax Increment District Number 38	\$93,065
Tax Increment District Number 39	\$208,387
Tax Increment District Number 40	\$174,720
Tax Increment District Number 41	\$364,837
TOTAL	\$23,734,812

The total value of all active TIF districts in Mitchell is less than 10% of total taxable value in the City. Using the base values provided above with the inclusion of the proposed TIF #41, the total Tax Increment Districts combined is less than 1.5% when compared to the 2024 Taxable Valuation.

The proposed Tax Incremental District will promote economic growth and enhancements in the City of Mitchell. It is anticipated that a majority of properties within the district will see increases in their property valuation as a result of improvements made possible through creation of the proposed Tax Incremental District.

COSTS OF PUBLIC WORKS OR IMPROVEMENTS

In accordance with SDCL § 11-9-16 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements:

Kind of Project Cost	Number of Projects	Location ⁴	Amount	Reference ⁵
Capital Costs		District	\$2,020,000	11-9-14(1)
Financing Costs		District	\$0	11-9-14(2)
Real Property Assembly		District	\$0	11-9-14(3)
Professional Fees		District	\$0	11-9-14(4)
Administrative Costs		District	\$0	11-9-14(5)
Relocation Costs		District	\$0	11-9-14(6)
Organizational Costs		District	\$0	11-9-14(7)
Discretionary Costs and Grants		District	\$2,281,866	11-9-14(8)
Eligible Project Costs			\$4,301,866	

*See Schedule 1 - list of TIF-Qualified project costs to be paid by Developer which qualify as project costs under 11-9-14(1) through (7).

⁴ District shall mean the Tax Increment District.

⁵ SDCL §11-9-14

- (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;
- (2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;
- (4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;
- (5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;
- (6) Relocation costs;
- (7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and
- (8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

Estimated costs for non-project costs and TIF eligible costs may vary from actual costs incurred during construction. The grant to Developer is not controlled by the individual line items for TIF eligible costs. TIF proceeds may flow through to Developer for certified TIF eligible expenses, without respect to a particular line item, based on the actual costs incurred for those TIF eligible expenses up to the developer authorized TIF request amount of \$2,281,866, consistent with the Mattie Street Costs section of this project plan.

EXPENDITURES EXCEEDING ESTIMATED COST

Any expenditures which in sum would exceed the total amount stated above will require an amendment of this plan. All amendments are undertaken pursuant to SDCL §11-9-23.

DEVELOPER'S AGREEMENT

The City of Mitchell will enter into a Developer's Agreement with Developer with the following as the guidelines for the Agreement:

Financing Terms:

- Amount. The total amount of the TIF will not exceed \$4,301,866, consistent with the Mattie Street Costs section of this project plan.
- Interest Rate. There may be no interest rate associated with this TIF.
- Length. The TIF will not exceed 20 calendar years from the year of creation.
- Expiration. The TIF will expire at the end of 20 years or when the \$4,301,866 has been paid out in tax payment, including up to \$2,281,866 for the Developer's project and with the remaining tax payment up to \$2,020,000 for the Mattie Street project, for a total TIF amount of \$4,301,866 from the taxes generated within the District.

Legal Terms:

- Should the State of South Dakota not classify the TIF as affordable housing, the TIF will not be finalized and will cease to exist.
- Any owners of real property located within the TIF District will waive their right to the discretionary tax abatement.

Conditions of the Developer Agreement relating to Constitutional Debt:

The exclusive funding mechanism for this TID will be a grant pass-through of positive tax increment from the TID receipted into the TIF Fund. It is specifically a condition of the proposed Developer's Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The City shall have no obligation to commit any City funds from any other source into the TIF Fund other than the positive tax increment from the TID receipted into the TIF Fund. It is also to be specifically agreed that the City has made no representation that the proceeds from the TIF Fund shall be sufficient to retire any indebtedness incurred by Developer. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID to 20 years from the year of creation. As such, it is further understood that the amount of \$2,281,866 will be the maximum amount the City will ever pass on acting as a conduit for TIF #41 for eligible project costs.

All TIF revenue will be passed onto the Developer as a grant until the full amount has been paid or 20 years from the year of creation, whichever happens first. The payment of tax increment funds under this Agreement is a grant under SDCL Chapter 11-9 (the "Grant"). The Grant is a personal property right vested with the Developer on the effective date of the Developer Agreement. The City will grant this amount to the Developer and thus not have to account for any assets on the City's financial statement. The Developer will be responsible for obtaining their financing and the City will not be liable for any Developer debt.

Upon completion of the construction of project involving eligible project costs, the Developer shall certify to the City's Finance Officer the eligible project costs in sufficient detail to determine that payment of grant funds is solely for eligible project costs. The Developer shall provide contractor/supplier invoices or other supporting documentation upon request of the Finance Officer. Upon certification and verification of eligible project costs, the City shall pass-through all available tax increment fund revenues not to exceed \$2,281,866 in a manner consistent with the Mattie Street Costs section of this project plan .

Given that the exclusive funding mechanism for this TID is the grant pass-through of positive tax increment from the TIF Fund, that no tax increment bonds will be issued in relation to this TID, and that the City shall have no obligation to commit other City funds, the City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. In recognition that the City cannot appropriate funds that have accrued, the City's exclusive obligation shall be to budget and appropriate the positive tax increment from the TID receipted into the TIF Fund on an annual basis during the City's then current fiscal year, as may be required. Notwithstanding anything to the contrary contained in the proposed Agreement, the City hereby acknowledges and agrees that the obligations of the City under this Agreement are a material inducement for Developer to incur various development and construct improvements upon the TID property and the failure to pay tax increment to Developer will be financial detrimental to future improvements on said property.

If at any time during the term of this Agreement, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, and if the TID is eligible to be terminated pursuant to SDCL 11-9-46, then the Agreement shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City.

Developer Terms:

- Paul Groeneweg LLC, will act as the Developer and all TIF proceeds will flow to Developer.
- Developer will certify the costs to the City for reimbursement.
- The Developer agrees to maintain maximum monthly rental-rates consistent with the guidance provided by the South Dakota Housing Authority for affordable housing, to be at or below 80% of the area median income in effect at the time the rental contract is entered.
- The Developer shall submit a report to the City no later than November 15 of each calendar year on a form provided by the City.
- The City of Mitchell reserves the right to charge an annual administration expense. This fee will be used to offset any future expenses that may occur due to reporting. The amount will not exceed \$5,000.00 in a calendar year.
- The Developer agrees to waive the discretionary formula for all construction within the TIF.

Mattie Street Terms:

- City intends to construct all or part of South Mattie Street in relation to this project. Mattie Street construction will be considered following the completion of the Developer's work. Developer will have provided certified costs and the actual property valuation will be known. This will give City a more accurate estimate for increment that will be generated and how much will be available to support Mattie Street. Construction of Mattie Street will not proceed unless City determines that enough increment will be

available to sufficiently offset the costs of construction for Mattie Street. In the event that City elects to proceed with the construction of Mattie Street, the costs of construction shall be deemed TIF Eligible Costs.

- If Mattie Street is constructed, the TIF increment will first be applied to Developer's certified costs, up to Developer's estimate of \$2,281,866. Once Developer's certified costs have been paid, all remaining increment will be paid to City up to the maximum TIF amount of \$4,301,866, or enough to cover City's actual costs for Mattie Street, whichever is less. If Mattie Street is not constructed, the TIF would terminate once Developer's certified costs are paid.

FEASIBILITY STUDY⁶

An economic feasibility study is attached as Schedule 4. The project is only feasible if there is contribution from the City through the Tax Increment District.

ECONOMIC DEVELOPMENT STUDY

Not less than 50% of the area will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, and manufacturing by creating affordable housing for workforce, as indicated in the Economic Development Study attached as Schedule 5.

DETAILED LIST OF ESTIMATED PROJECT COSTS⁷

Attached as Schedule 1 is a detailed list of estimated Project Costs. No expenditure for Project Costs is provided for more than five years after the district is formed.

FISCAL IMPACT STATEMENT⁸

Attached as Schedule 3 is the Fiscal Impact Statement on other taxing districts found within the Tax Increment District, both until and after the loans are repaid.

METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS⁹

Project Costs shall be paid by the proceeds of tax increment revenue. The City may reimburse for administrative costs from the tax increments at the end of the Plan after payment of all approved reimbursable costs.

MAXIMUM AMOUNT OF TAX INCREMENTAL REVENUE

The maximum amount of monetary obligations to be paid through Tax Increment Number 41 shall not to exceed \$4,301,866, consistent with the Mattie Street Costs section of this project plan. In the alternative or in combination therewith, the City may enter into one or more development agreements whereby the tax increment revenues would be used in accordance with the terms and conditions of the development agreements (the "monetary obligation").

⁶ SDCL §11-9-16(2)

⁷ SDCL §11-9-16(3)

⁸ SDCL § 11-9-16(4)

⁹ SDCL § 11-9-13(5)

DURATION OF TAX INCREMENTAL PLAN

The duration of the Plan will extend to the number of years it will take for the extinguishment of any bonds or monetary obligations; however, in no event may the positive tax increments be allocated longer than twenty (20) years after the calendar year of creation.

ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

The site will generate taxes to the local jurisdictions at or above the assessed value of the Base. All taxing districts shall receive that base which will be the value set for 2024 taxes payable in 2025 and thereafter. The tax increment will be available to the taxing jurisdictions at or before 20 years after at the creation of the District. Schedule 2 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds or monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value plus the tax incremental values.

CONDITIONS MAP¹⁰, IMPROVEMENTS MAP¹¹, ZONING CHANGE SCHEDULE¹²

The conditions map is attached as Attachment 1. The Improvements map is attached as Attachment 2. The Zoning Change Schedule is attached as Attachment 3.

CHANGES TO THE CITY OF MITCHELL MASTER PLAN, MAP, BUILDING CODES AND CITY ORDINANCES¹³

The City has made or will make such changes in the master plan, map, building codes and City ordinances as indicated on Attachment 3.

LIST OF ESTIMATED NON-PROJECT COSTS¹⁴

The following is a list of the non-Project Costs. All costs are listed as taxable value, actual non-project costs will exceed the following amounts.

Item	Amount
Total Non-Project Cost	\$7,221,136

¹⁰ SDCL § 11-9-16(1)

¹¹ SDCL § 11-9-16(2)

¹² SDCL § 11-9-16(3)

¹³ SDCL §11-9-16(4)

¹⁴ SDCL §11-9-16(5)

STATEMENT OF DISPLACEMENT AND RELOCATION PLAN¹⁵

No residents or families will be displaced by the Project. There are no families or persons residing on the premises. Therefore, no relocation Plan is needed.

PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest. This additional security may be provided for in a Developer's Agreement.

LIST OF SCHEDULES

SCHEDULE 1 Detail of Project Costs
SCHEDULE 2 Estimated Captured Taxable Values
SCHEDULE 3 Fiscal Impact Statement
SCHEDULE 4 Economic Feasibility Study
SCHEDULE 5 Economic Development Study

ATTACHMENTS

Attachment 1. Map and Legal Description and existing uses and conditions
Attachment 2. Map of Real property/Improvement
Attachment 3. List of proposed changes in zoning ordinances

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¹⁵ SDCL §11-9-16(16)

SCHEDULE 1 – "DETAIL OF PROJECT COSTS"

Kind of Project Cost	Number of Projects	Location ¹⁶	Amount	Reference ¹⁷
Capital Costs		District	\$2,020,000	11-9-14(1)
Financing Costs		District	\$0	11-9-14(2)
Real Property Assembly		District	\$0	11-9-14(3)
Professional Fees		District	\$0	11-9-14(4)
Administrative Costs		District	\$0	11-9-14(5)
Relocation Costs		District	\$0	11-9-14(6)
Organizational Costs		District	\$0	11-9-14(7)
Discretionary Costs and Grants	1	District	\$2,281,866	11-9-14(8)
Eligible Project Costs			\$4,301,866	

¹⁶ District shall mean the Tax Increment District.

¹⁷ SDCL §11-9-14 (see page 9)

TIF ELIGIBLE EXPENSES/RESPONSIBLE DEVELOPER

SDCL 11-9-15

	Woods Apartments Project Costs		
	Total Costs	Developer Costs	TIF Eligible Costs
Walls	\$ 366,492.00	\$ 366,492.00	
Plumbing	\$ 717,720.00	\$ 717,720.00	
Electrical-Residential	\$ 587,724.00	\$ 587,724.00	
Electrical-Parking Lot and Trenching	\$ 128,450.00		\$ 128,450.00
Flooring	\$ 587,700.00	\$ 587,700.00	
HVAC	\$ 288,000.00	\$ 288,000.00	
Labor	\$ 1,140,000.00	\$ 1,140,000.00	
Cabinets	\$ 936,000.00	\$ 936,000.00	
Roof	\$ 79,500.00	\$ 79,500.00	
Appliances	\$ 300,000.00	\$ 300,000.00	
Materials Package	\$ 900,000.00	\$ 900,000.00	
Doors & Windows	\$ 180,000.00	\$ 180,000.00	
Drywall	\$ 504,000.00	\$ 504,000.00	
Gas Trenching	\$ 26,414.00		\$ 26,414.00
Land Acquisition	\$ 250,000.00	\$ 250,000.00	
Garages	\$ 384,000.00	\$ 384,000.00	
Construction Management	\$ 240,000.00		\$ 240,000.00
Professional Fees/Legal Fees	\$ 25,232.00		\$ 25,232.00
Landscaping	\$ 70,860.00		\$ 70,860.00
Building Permit	\$ 28,500.00		\$ 28,500.00
Private Utility Connections	\$ 33,310.00		\$ 33,310.00
Infrastructure*	\$ 1,729,100.00		\$ 1,729,100.00
Developer Totals	\$ 9,503,002.00	\$ 7,221,136.00	\$ 2,281,866.00
Mattie Street Costs**	\$ 4,301,866.00		\$ 2,020,000.00
Grand Totals	\$ 13,804,868.00	\$ 7,221,136.00	\$ 4,301,866.00

* Schedule of Infrastructure estimates, provided by SPN & Associates, of Mitchell, SD.

** Cost estimate provided by City. Mattie Street to be constructed by City, not Developer.

*TIF INFRASTRUCTURE ESTIMATE

Preliminary Cost Estimate				
Item	Description	Quantity	Unit Price	Total Cost
1	Mobilization	1 LS	\$ 179,165.00	\$ 179,165.00
2	Remove Concrete Curb and Gutter	60 LF	\$ 7.00	\$ 420.00
3	Remove and Dispose of Asphalt Surfacing	30 SY	\$ 20.00	\$ 600.00
4	Connect to Existing Sanitary Sewer Main	4 EA	\$ 1,750.00	\$ 7,000.00
5	8" PVC Sanitary Sewer	850 LF	\$ 60.00	\$ 51,000.00
6	6" PVC Sanitary Sewer	670 LF	\$ 55.00	\$ 36,850.00
7	Sanitary Sewer Manhole	5 EA	\$ 6,000.00	\$ 30,000.00
8	8" x 6" Sanitary Sewer Wye	13 EA	\$ 300.00	\$ 3,900.00
9	4" PVC Sanitary Sewer Service Cleanout	13 EA	\$ 1,500.00	\$ 19,500.00
10	Post Televising Sanitary Sewer Main	850 LF	\$ 3.50	\$ 2,975.00
11	Connect to Existing Water Main	2 EA	\$ 2,000.00	\$ 4,000.00
12	6" PVC Water Main	380 LF	\$ 65.00	\$ 24,700.00
13	2" Water Service	590 LF	\$ 50.00	\$ 29,500.00
14	6"x2" Service Saddle w/ Corp Stop	13 EA	\$ 700.00	\$ 9,100.00
15	2" Curb Stop w/ Box	13 EA	\$ 700.00	\$ 9,100.00
16	Fire Hydrant Assembly	1 EA	\$ 6,600.00	\$ 6,600.00
17	12"x6" MJ Tee	1 EA	\$ 3,000.00	\$ 3,000.00
18	24" RCP Storm Sewer	290 LF	\$ 120.00	\$ 34,800.00
19	18" RCP Storm Sewer	50 LF	\$ 105.00	\$ 5,250.00
20	2'x3' Storm Inlet	3 EA	\$ 6,500.00	\$ 19,500.00
21	Storm Sewer Manhole	1 EA	\$ 8,600.00	\$ 8,600.00
22	Remove and Dispose of Storm Inlet	2 EA	\$ 500.00	\$ 1,000.00
23	Detention Pond	2,000 CY	\$ 12.00	\$ 24,000.00
24	Concrete Valley Gutter	200 SY	\$ 100.00	\$ 20,000.00
25	Concrete Curb and Gutter	1,700 LF	\$ 30.00	\$ 51,000.00
26	Concrete Sidewalk	11,892 SF	\$ 9.00	\$ 107,028.00
27	Concrete Fillet Section	120 SY	\$ 110.00	\$ 13,200.00
28	Concrete Surfacing	107 SY	\$ 100.00	\$ 10,700.00
29	Asphalt Surfacing	1,200 TN	\$ 160.00	\$ 192,000.00
30	Gravel Base Course	3,073 TN	\$ 30.00	\$ 92,203.50
31	Gravel Cushion	140 TN	\$ 30.00	\$ 4,200.00
32	Geotextile Fabric	6,830 SY	\$ 4.00	\$ 27,319.56
33	Seed, Fertilize, and Mulch Disturbed Area	11,160 SY	\$ 2.25	\$ 25,110.00
34	Remove, Salvage, and Stockpile Topsoil	4,000 CY	\$ 6.00	\$ 24,000.00
35	Place Topsoil	2,000 CY	\$ 6.00	\$ 12,000.00
36	Unclassified Excavation	17,000 CY	\$ 10.00	\$ 170,000.00
37	Erosion Control	1 LS	\$ 5,000.00	\$ 5,000.00
38	Traffic Control	1 LS	\$ 1,500.00	\$ 1,500.00
39	Incidental Work	1 LS	\$ 108,800.00	\$ 108,800.00
Subtotal				\$ 1,374,621.06
Contingencies				\$ 137,478.94
Total Construction Cost				\$ 1,512,100.00
Design Engineering				\$ 69,000.00
Bidding				\$ 5,000.00
Soils Investigation				\$ 7,000.00
Plat (Land Survey)				\$ 8,000.00
Construction Engineering				\$ 128,000.00
Total Project Cost				\$ 1,729,100.00

*Design Engineering and Construction Engineering have been included in the costs outlined above.

SCHEDULE 2 – "ESTIMATED CAPTURED TAXABLE VALUES"

INCREMENT-ESTIMATED TAXES THAT WILL GO TO TAX INCREMENT FUND

Taxing Districts	Levy (\$ per 1000)
Davison County	\$.0033157
Mitchell School District	\$.009686
James River Water Development District	\$.000056
City of Mitchell	\$.0042509
Total Tax Levy	\$.0173086

Based upon the foregoing tables and for purposes of this Project Plan, the construction of the project will commence in 2025. The first six buildings are anticipated to be completed by November 1, 2025. The second six buildings plus garages will be completed by November 1, 2026.

It is anticipated that the Developer will procure financing to fund the applicable developers costs. A commitment letter will be provided confidentially to City officials. Developer will be liable for any additional funds required pursuant to the project.

It is assumed that all obligations within the TID will be adequately secured as to allow the payment of principal and interest when due.

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TO ACCOMMODATE TABLE]

Revenue Assumptions / Feasibility Study					Levies are based on 2024 payable in 2025							
Construction Year	Valuation Year	Revenue Year	Valuation Increments	Valuation Total	Davison County	JRWDD	City of Mitchell	School District	Total Mill Rate*	Non-Ag Factor	Total Revenue Increment	Cumulative Amt Paid
2025	2026	2027	\$ 4,178,438.10	\$ 4,178,438.10	0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 72,322.91	\$ 72,322.91
2026	2027	2028	\$ 4,297,381.10	\$ 8,475,819.20	0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 219,027.48
2027	2028	2029			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 365,732.04
2028	2029	2030			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 512,436.61
2029	2030	2031			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 659,141.17
2030	2031	2032			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 805,845.73
2031	2032	2033			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 952,550.30
2032	2033	2034			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 1,099,254.86
2033	2034	2035			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 1,245,959.43
2034	2035	2036			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 1,392,663.99
2035	2036	2037			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 1,539,368.56
2036	2037	2038			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 1,686,073.12
2037	2038	2039			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 1,832,777.68
2038	2039	2040			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 1,979,482.25
2039	2040	2041			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 2,126,186.81
2040	2041	2042			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 2,272,891.38
2041	2042	2043			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 2,419,595.94
2042	2043	2044			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 2,566,300.51
2043	2044	2045			0.0033157	0.0000560	0.0042509	0.0096860	0.0173086	0.983	\$ 146,704.56	\$ 2,713,005.07
2044	2045	-										
2045	-	-										
Valuation Increment * Non-Ag Factor * Total Mill Rate					Assumptions:							
					* Assumes Mill Levies remain constant for the duration of the TIF							
True & Full Value of Improvements					Notes:							
Assessed Value of Improvements					* These numbers are for projection purposes only and do not reflect what the actual number(s) may be. The projection numbers are based on assumptions provided by the developer.							

SCHEDULE 3 - "FISCAL IMPACT STATEMENT"

FISCAL IMPACT STATEMENT - TAX INCREMENT DISTRICT NUMBER 41

INTRODUCTION

The fiscal impact statement is intended to provide a succinct analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-16(4). It is not intended to rival the level of detail required by a detailed financial analysis. A fiscal impact statement shows the impact of the Tax Increment District, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the district.

DEFINITIONS

"Assumptions" means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

"Base Revenues" means the taxes collected on the base value.

"Fiscal Impact" means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

"Revenue" means ad valorem taxes.

"Tax Increment District" means City of Mitchell Tax Increment District Number 41

"Taxing Districts" means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

"Tax Increment Revenues" means all revenues above the Base Revenues.

ASSUMPTIONS:

1. The property will have improvements which at completion will be valued for taxable purposes at an estimated amount of \$8,475,819.
2. The average tax levy of all taxing districts will be \$17.3086 per thousand dollars of taxable valuation (2025).
3. Tax increment will start to be collected in 2027 and end in or prior to 2045.
4. The discretionary formula will be waived by the Developer of the project.

FISCAL IMPACT:

The total fiscal impact upon the taxing entities during the term of the Tax Increment District will be an estimated \$2,281,866. There will be no fiscal impact for the first year of the Tax Increment District.

SCHEDULE 4 – “ECONOMIC FEASIBILITY STUDY”

The City of Mitchell has been approached by Paul Groeneweg LLC (“Developer”), concerning the creation of a tax increment district to be located within the City of Mitchell, Davison County, South Dakota. The Project which will consist of an Affordable Housing Project consisting of a multi-family rental housing unit consisting of 70 two- and three-bedroom apartment units. The unit “mix” will include five (5) buildings consisting of six 3-bedroom apartment units each; one (1) building consisting of four 3-bedroom apartment units and an exercise/gym room and a possible coffee shop, and six (6) buildings consisting of six 2-bedroom apartment units each. The complex will also consist of up to forty-eight (48) garage units located in two (2) buildings. The project will be located on approximately 4.79 acres of land, more or less, located within the City of Mitchell. This land has not previously been developed. The TIF is also expected to help fund the City’s construction of South Mattie Street.

The Developer has indicated that the project is not feasible without the assistance of the Tax Increment District. This is a “but for” type of tax increment district financing. The project will not proceed “but for” the assistance from the City through the creation of a tax increment district for the project.

The City has made it clear that City funding for these public improvements must be supported by the tax revenues generated by the Project, and not by the general revenues of the City. The vehicle through which this can be accomplished is through tax increment financing under the South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tools used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area (“tax increment financing district”) is established as the “base value.” As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved project costs.

Tax increment financing is permitted only in connection with a “Project Plan” duly adopted by the City. The City of Mitchell has guidelines for the use of tax increment financing within the City. While the guidelines are consistent with South Dakota Codified Law and the process is generally the same as provided for within statute, there are a few exceptions and instances where the City has taken the liberty to further define and interpret.

SCHEDULE 5 – “ECONOMIC DEVELOPMENT STUDY”

SECTION 1- INTRODUCTION

The City has been approached concerning the creation of a tax increment district located within the City of Mitchell, Davison County, South Dakota. In order to determine whether a tax increment district (TID) may be created, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, Affordable Housing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district. This Schedule will address Economic Development through the development of an Affordable Housing Project within the City of Mitchell city limits.

Mitchell has been a leader in many areas of industry, but in the 2010-2020 decade grew by the smallest percentage of all the eastern South Dakota cities. This served as a wake-up that Mitchell needed to do something to increase its number of affordable living options. Additionally, the large increase in building costs during the past two years has decreased the buying power of individuals looking to purchase a new home, creating even more challenges to meet our need of affordable housing.

Augustana University research published a housing study for the City of Mitchell in August of 2022. The study generally provided that more affordable living options were required to accommodate the City’s full potential.

The extremely low vacancies in owner-occupied homes reflects the need to focus on providing more affordable living options that will enable newcomers to come to Mitchell for employment, such as the proposed apartment project. If workers are not able to find a place to stay, they will be forced to pass over Mitchell and go to one of the other similar-sized cities, as all cities have employment available for newcomers.

The study also recommends new construction incentives including reduced lot prices and local government-provided infrastructure which we are proposing with the use of this TIF to assist in the payment of the infrastructure costs.

SECTION 2 - STUDY AREA BOUNDARY/FINDING OF BLIGHT

The Study area is described as the area depicted on the map attached to this Project Plan as Attachment 1 and includes the legal descriptions set forth within this Project Plan. The TIF area contains 4.79 acres of open ground. It currently has no site improvement. An open area such as this within the city limits of the City of Mitchell substantially impairs and arrests the sound growth of the City as defined by SDCL 11-9-10, which provides an “open area” as blighted. A factor keeping this area from being further developed is the cost of public infrastructure and site preparation. The approval of this TIF will provide a way for Developer to provide the required infrastructure, which cannot be done without the TIF.

SECTION 3 - ESTABLISHING AFFORDABLE HOUSING CRITERIA

Developer has identified real property located in eastern Mitchell, South Dakota, near the intersection of East First Avenue and Tiger Street, consisting of 4.79 acres. The project will provide for the construction of twelve (12) new buildings, five (5) consisting of 6 three-bedroom apartment units, one (1) consisting of 4 three-bedroom apartment units and an exercise/gym space and possible coffee shop, and six (6) consisting of two-bedroom units, as well as up to forty-eight (48) garage units located in two (2) buildings. Pursuant to South Dakota Department of Revenue guidelines, the apartments will offer a monthly rental rate to be at or below the calculated rent for the state’s 80% area median

income as of the date the district is completed and as modified from time to time by the State of South Dakota. The TIF is also expected to help fund the City's construction of South Mattie Street.

Section 4 - Finding That the Improvements to the Area are Likely to Enhance Significantly the Value of Substantially All of the Other Real Property in the District

The primary goal of the TID is to provide additional Affordable Housing options to the Mitchell, South Dakota area by developing a project to be constructed upon real property located within the TID boundaries, to complete site preparation and public infrastructure necessary to serve the real property located within the TID boundaries.

The TID area consists of a large, undeveloped tract (4.79 acres) within the corporate city limits of the City. The completion of the Affordable Housing apartment complex will allow for the creation of new jobs and the retention of existing jobs and develop not only the general economic welfare and prosperity of the City of Mitchell, but also of the State of South Dakota through promotion and advancement of commercial and industrial business.

It is specifically found that once the improvements set forth within City TID #41 Project Plan are completed, this project will significantly enhance the value of substantially all of the other real property in the TID District. It is anticipated that the Project will provide additional development and employment opportunities in the Mitchell and Davison County area through providing Affordable Rental Housing options in Mitchell, South Dakota.

Section 5 - Conditions within the Study Area; Land Use and Planning

Land Use and Planning

SECTION 6 - FINDINGS WITHIN THE STUDY AREA ANALYSIS

In accordance with state law, it is found that not less than fifty percent (50%) by area of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, and natural resources by increasing the number of Affordable Rental Housing units in Mitchell, Davison County area, as well as creating new employment opportunities and retaining existing jobs for the Mitchell area, and it is found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accord with SDCL 11-9-8(1) and (2).

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ATTACHMENT 1

LEGAL DESCRIPTION

Lots One (1), Two (2), Three (3), Four A (4A), Five (5), Six (6), Seven (7) and Eight (8), in Block One (1), and Lots Three (3), Four (4), Five (5) and Six A (6A) in Block Two (2), Woods First Addition to the City of Mitchell, Davison County, South Dakota; and

That portion of South Mattie Street right of way located between East 1st Avenue on the north and East Havens Avenue on the south, including the intersections at such locations, to the extent such areas are subject to the city's jurisdiction.

ATTACHMENT 2

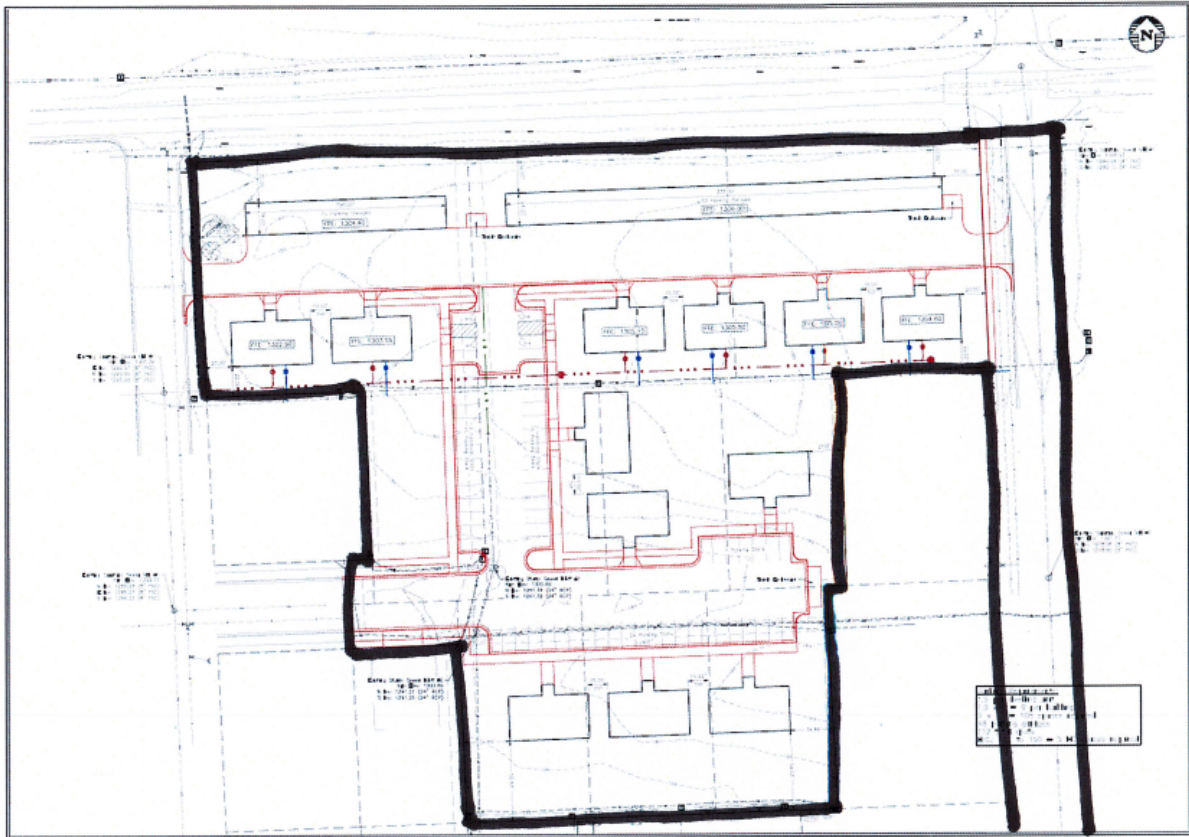
CONDITIONS MAP





ATTACHMENT 3

MAP OF REAL PROPERTY/IMPROVEMENTS (TIF boundaries depicted in **black**)

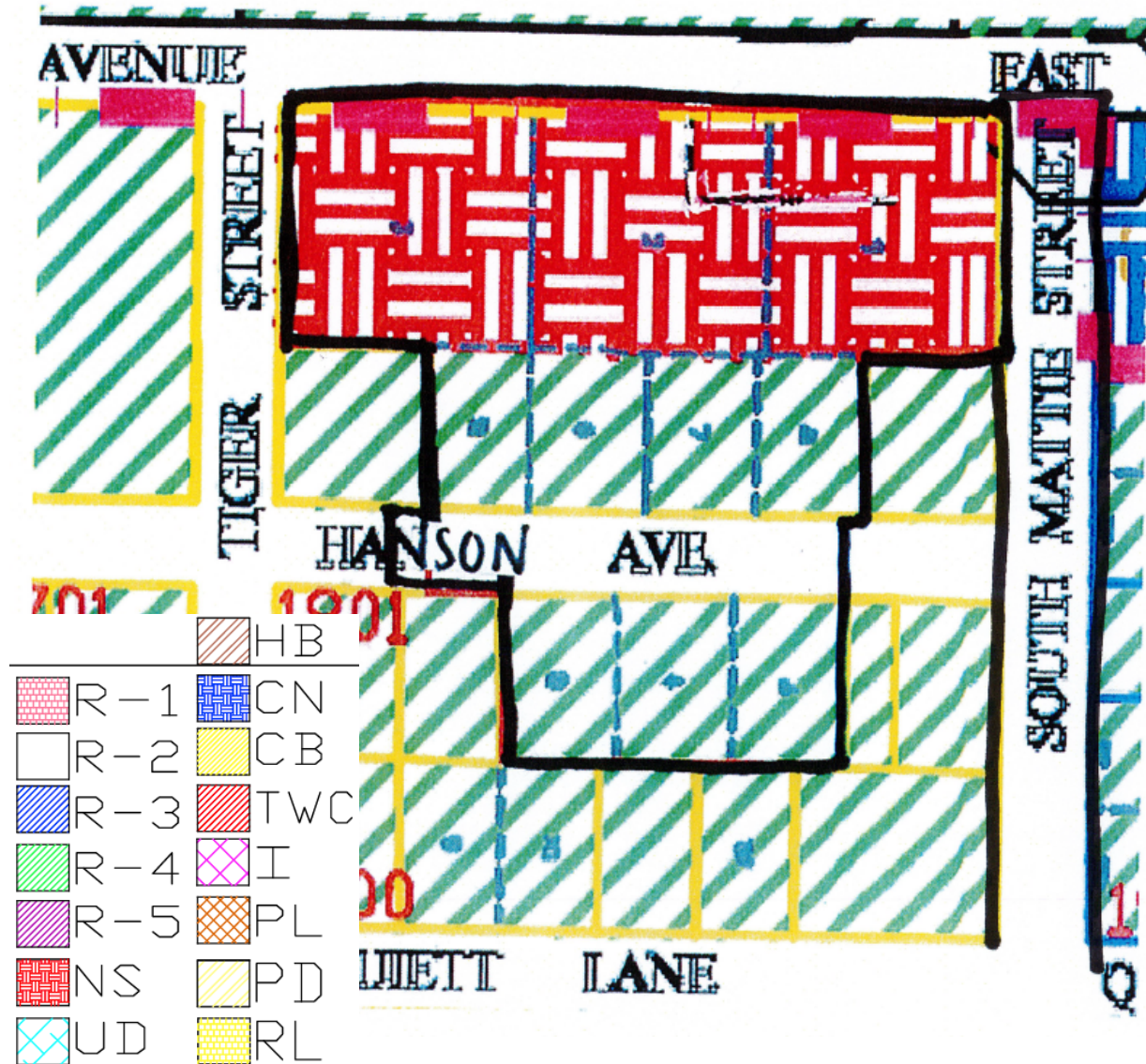


The real property to be located within the Tax Increment District is located near the intersection of East First Avenue and Tiger Street, in eastern Mitchell, South Dakota, as legally described on page 4 of the Project Plan.

ATTACHMENT 4

LIST OF PROPOSED CHANGES IN ZONING ORDINANCES

No zoning ordinances will be made by the Developer.
(TIF Boundaries depicted below in **black**)



NOTICE OF HEARING

NOTICE IS HEREBY GIVEN to the general public and all interested parties that the City of Mitchell Planning Commission will conduct a public hearing and acted upon in the City Hall Council Chambers at 612 North Main Street, Mitchell, South Dakota at 12:00 pm (noon) on April 28, 2025 in regards to a proposed project plan and the establishment of boundaries for the proposed tax increment financing district known as City of Mitchell Tax Incremental District Number Forty-one (41).

The following real property is to be included in this district and is legally described as follows:

LOTS ONE (1), TWO (2), THREE (3), FOUR A (4A), FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8), IN BLOCK ONE (1), AND LOTS THREE (3), FOUR (4), FIVE (5) AND SIX A (6A) IN BLOCK TWO (2), WOODS FIRST ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; AND

THAT PORTION OF SOUTH MATTIE STREET RIGHT OF WAY LOCATED BETWEEN EAST 1ST AVENUE ON THE NORTH AND EAST HAVENS AVENUE ON THE SOUTH, INCLUDING THE INTERSECTIONS AT SUCH LOCATIONS, TO THE EXTENT SUCH AREAS ARE SUBJECT TO THE CITY'S JURISDICTION;

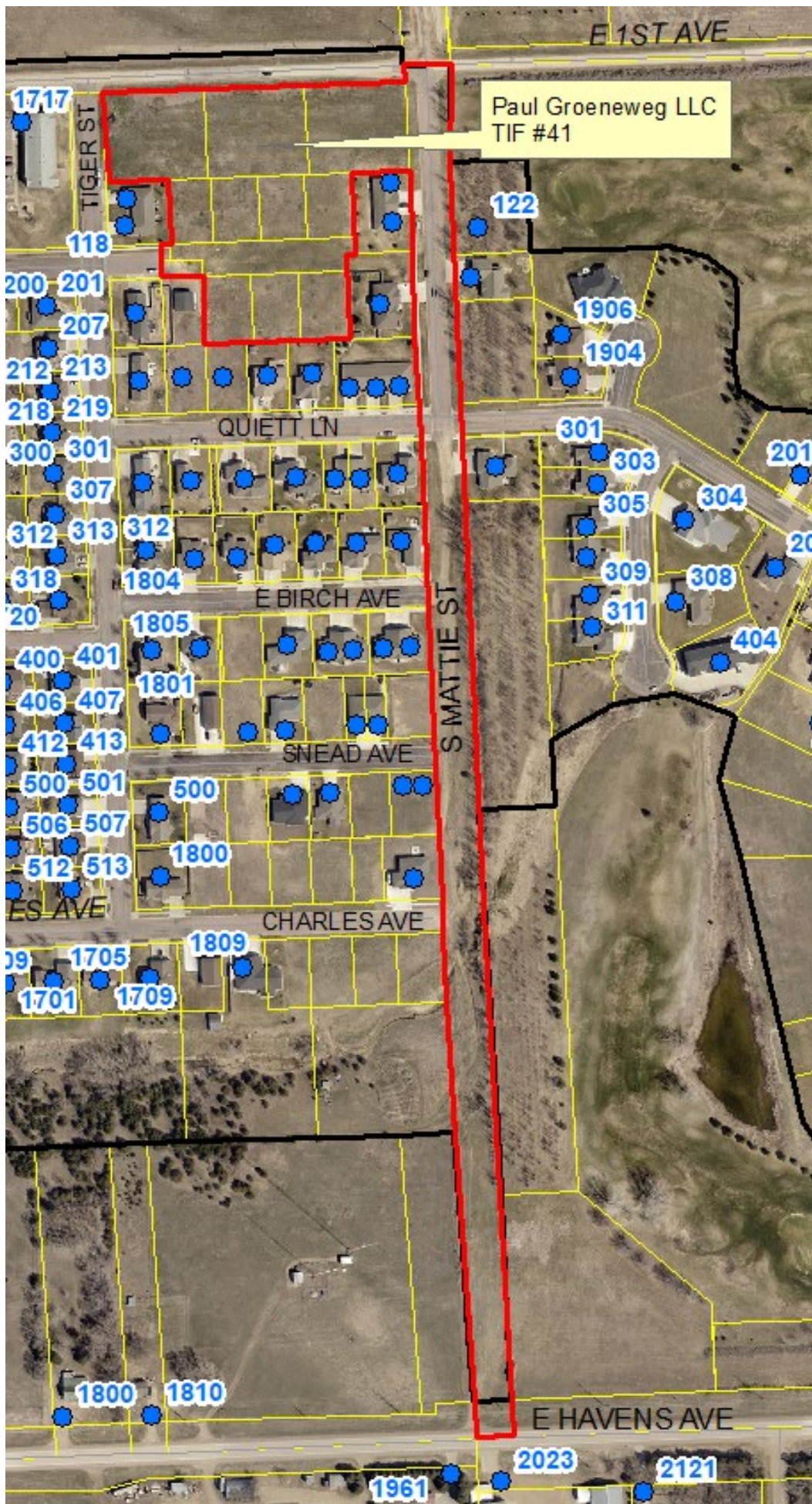
At the above stated time and place, all interested parties will be afforded a reasonable opportunity to express their views on the proposed creation of the Tax Incremental District and its proposed boundaries. The project plan may be viewed on the city's website at www.cityofmitchellsd.gov. Following such hearing, the matter will be heard and acted upon by the Mitchell City Council on May 5, 2025 at 6:00 pm in the City Hall Council Chambers.

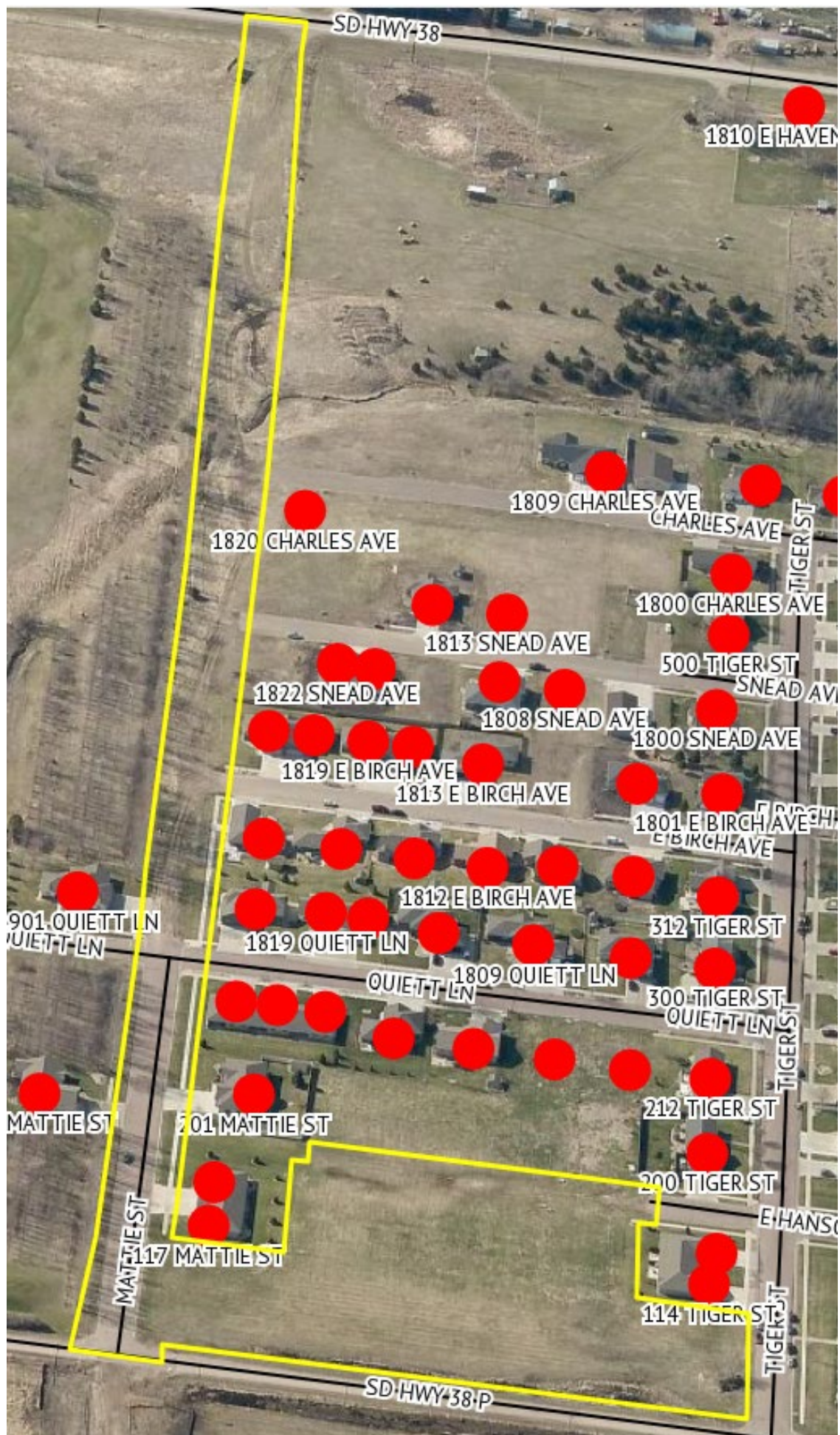
Dated this 10th day of April, 2025.

Michelle Bathke – Finance Officer

Published once: 16th day of April, 2025

Approximate publication cost: _____





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 R2025-33

A RESOLUTION PROVIDING FOR THE CREATION OF CITY OF MITCHELL TAX INCREMENTAL DISTRICT NUMBER FORTY-TWO

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Forty-two (TID 42) and to define the district's boundaries; and

WHEREAS notice of the hearing before the city planning commission was provided pursuant to SDCL 11-9-3; and

WHEREAS, the City of Mitchell Planning Commission held a hearing on April 28, 2025 at which any interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a tax incremental district; and

WHEREAS the City of Mitchell Planning Commission after said hearing has recommended the proposed plan for Tax Incremental District Number Forty-two and has recommended its creation, setting the boundaries as listed in the project plan, and recommending adoption of the project plan.

THEREFORE, IT IS HEREBY RESOLVED:

1. Pursuant to SDCL 11-9-5, there is hereby created, as of May 5, 2025, the City of Mitchell Tax Incremental District Number Forty-two (TID 42). TID 42 is legally described as follows:

Lots One (1), Two (2), Three (3), Four A (4A), Five (5), Six (6), Seven (7) and Eight (8), in Block One (1), and Lots Three (3), Four (4), Five (5) and Six A (6A) in Block Two (2), Woods First Addition to the City of Mitchell, Davison County, South Dakota; and

That portion of South Mattie Street right of way located between East 1st Avenue on the north and East Havens Avenue on the south, including the intersections at such locations, to the extent such areas are subject to the city's jurisdiction;

with a map showing said boundaries included in the Project Plan presented to Council on May 5, 2025.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 42 was held on April 28, 2025.
3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:
 - a. Pursuant to SDCL 11-9-8, not less than fifty percent (50%) by area of the real property within the proposed tax increment district will stimulate and develop the general economic welfare and prosperity of the City of Mitchell and State of

- South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources;
- b. Further pursuant to SDCL 11-9-8, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 42;
 - c. Pursuant to SDCL 11-9-13, the project plan for TID 42 includes information satisfying each of the 5 requirements contained therein;
 - d. Pursuant to SDCL 11-9-16, the project plan for TID 42 includes information satisfying each of the 6 requirements contained therein; and
 - e. The plan is feasible and in conformity with the master plan of the City.
 - f. The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts does not exceed ten (10%) percent of the total assessed valuation of the City.
 - g. TID 42 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
4. Based on the findings in Section 3 above, the City hereby approves and adopts the project plan and the proposed boundaries as recommended by the City of Mitchell Planning Commission.
 5. The City hereby directs the City of Mitchell Finance Officer to take such action as is deemed necessary to accomplish SDCL 11-9-20.
 6. There is hereby created, pursuant to SDCL 11-9-31, the Tax Incremental District Number Forty-two Fund (TID 42 Fund).
 7. All tax increments collected pursuant to TID 42 shall be deposited into the TID 42 Fund.
 8. All funds in the TID 42 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.
 9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.
 10. The project plan is on file with the City of Mitchell Finance Officer.
 11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

Adopted by the Mitchell, South Dakota City Council in regular session this ____ day of May, 2025, with:

____ votes cast in favor of adoption,
____ votes cast against adoption, and
____ votes abstaining.

Jordan Hanson, Mayor

Attest:

Michelle Bathke, City Finance Officer

(seal)

Tax Incremental District

Number 42

City of Mitchell, SD

Economic Development Project Plan

In conjunction with

Long Brothers LLC, Developer

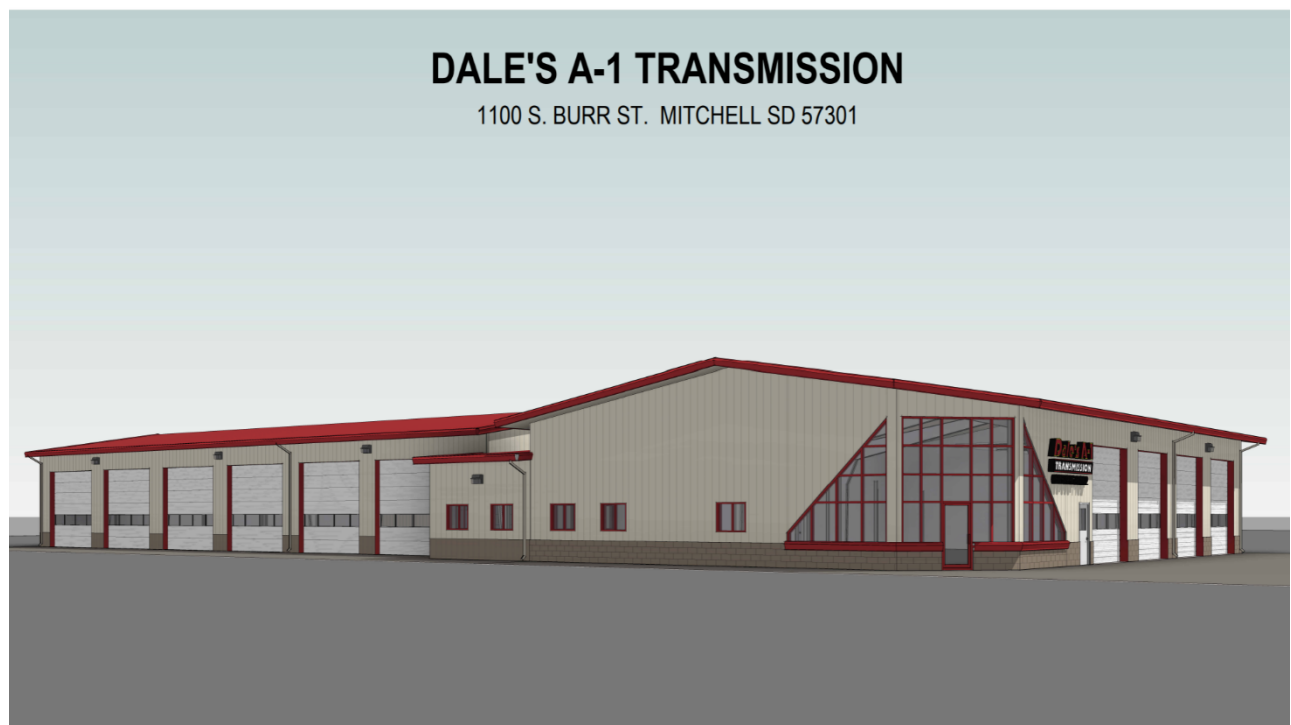


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INTRODUCTION AND PURPOSE

The purpose of this Plan, to be implemented by the City of Mitchell, Davison County, South Dakota, is to satisfy the requirements for a Tax Incremental District Plan Number 42, City of Mitchell, Davison County as specific in SDCL Chapter 11-9. There are 11 mandated requirements of the Plan, each to be addressed in this Plan. The principal purpose of this Plan is to define eligible property and to define a Tax Incremental Plan for funding eligible activities in the eligible area of the city.

This Plan was prepared for adoption by the City Planning Commission and the City Council in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development through the construction of an expansion to an existing business in Mitchell, South Dakota. The name of the project is "Dale's A1 Transmission Expansion." The expansion will add six (6) additional bays to the existing business as well as a walkway to connect the expansion and existing building. This project consists of a 50' x 115' x 14' x 95', and 34' x 19' Behlen Mfg. metal building which will be an addition to the existing Dale's A-1 Transmission building located at 1100 South Burr Street in Mitchell, South Dakota. The development will: (1) allow for additional employment opportunities; (2) allow for an existing local business expansion; and (3) continue development/redevelopment of an existing older business corridor within the Southeast portion of Mitchell that is now on the rebound with new business developments in the area, all of which will not be completed without a TIF. Dale's A1 Transmission currently has fifteen (15) employees and will increase their employment by up to ten (10) employees after the proposed expansion. The fifteen (15) employees include three (3) brothers, Daren Long, Devin Long, and Dustin Long, who are the second generation of Dale's A1 Transmission. The business was started by the current owners' father, Dale Long, in 1982 and included in the current employees of Dale's A1 Transmission, are the grandsons of Dale Long. Daren, Devin, and Dustin took over the business from their father in 2005. The intent of Dale's A1 transmission to expand a family business located in Mitchell, South Dakota that has served our community for over forty (40) years and increase employment opportunities for individuals in the City of Mitchell and in the surrounding communities. The new employment positions will offer a full benefit package to new employees as is offered to existing employees.

The driving interest in the establish of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development to promote economic development throughout the TIF District and the City of Mitchell.

Development in the area is anticipated to occur in the spring of 2025, with the potential for tax increment financing to provide the impetus and means to undertake this development at a faster pace than might occur otherwise, but more importantly to ensure that one of the City's long-standing business can expand to employ additional employees and add an addition to the existing business, hoping to fill in an open area or real property located on the existing business site. The business is located at one of the gateway entrances to the City of Mitchell, which is in the process of revitalizing.

Brief Description of Project:

An addition to an existing business in the City of Mitchell located at 1100 S. Burr Street, Mitchell, South Dakota to expand the business of "Dale's A1 Transmission." With Tax Increment Financing, the Developer is planning on the construction of an addition to their business and up to ten (10) new employees, and the expansion of an existing local business will allow the Developer to accommodate a large customer base which would expand the business. The addition to be expanded would be a 50' x 115' x 14' x 95', and 34' x 19' Behlen Mfg. metal building.

Brief Description of Project's Public Benefits:

To stimulate and leverage private sector development and redevelopment, and to promote economic development throughout the District by increasing the number of employees of the business. The project is to be located on the site of an existing business in the City of Mitchell which will allow further growth in the area.

GENERAL DEFINITIONS AS USED IN THIS PLAN

The following terms found in this Plan are defined as the following:

"Base" or "Tax Incremental Base" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

"Blighted" means property that meets any of the following criteria:

Any area, including slum area, in which the structures, buildings, or improvements, by reason of:

- (1) dilapidation, age, or obsolescence;
- (2) inadequate provisions for ventilation, light, air, sanitation, or open spaces;
- (3) high density of population and overcrowding;
- (4) the existence of conditions which endanger life or property by fire and other causes; or
- (5) any combination of such factors;

are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and which is detrimental to the public health, safety, morals, or welfare, is a blighted area.¹

The term blighted area² means An area that substantially impairs or arrests the sound growth of the political subdivision, inhibits housing development, constitutes an economic or social liability, or is a danger in its present condition and use to the health, safety, morals, or welfare of the public because of: -

- (1) the presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures;
- (2) predominance of defective or inadequate street layouts;
- (3) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (4) insanitary or unsafe conditions;
- (5) the deterioration of site or other improvements;
- (6) a diversity of ownership, tax, or special assessment delinquency exceeding the fair value of the land;
- (7) defective or unusual conditions of title;
- (8) the existence of conditions which endanger life or property by fire and other causes; or
- (9) a predominance of open space with obsolete platting, diversity of ownership, or deterioration of structures of site improvements.

"City of Mitchell" means Mitchell, South Dakota.

"Department of Revenue" means the South Dakota Department of Revenue.

¹ SDCL § 11-9-9

² SDCL § 11-9-10

"Developer" means Long Brothers LLC.

"Developer's Agreement" means the agreement between Long Brothers LLC and City of Mitchell concerning this Tax Incremental District.

"District" means the Tax Incremental District.

"Economic Development" means all powers expressly granted and reasonably inferred pursuant to SDCL Ch. 9-54.

"Fiscal year" means that fiscal year for City of Mitchell.

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means the Mitchell City Council, South Dakota.

"Grant" means the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality;

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Municipality" means any incorporated city or county in this state.

"Owner" means Long Brothers LLC, a South Dakota limited liability company.

"Planning Commission" means the Mitchell City Planning Commission South Dakota

"Plan" means this Project Plan.

"Project Costs" means any expenditure or monetary obligations by Developer, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by Developer in connection with the implementation of this Plan.

"Project Plan" means a properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-1 3.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the County and Project Costs.

"Taxable Property" means all real taxable property located in a Tax Incremental District.

"Tax Incremental District" means a contiguous geographic area within a County defined and created by resolution of the governing body and named City of Mitchell Tax Incremental District #42.

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

"Tax Increment Law" means South Dakota Codified Laws Chapter 11-9.

PROPERTY WITHIN THE TAX INCREMENT DISTRICT

The real property to be located within the Tax Increment District is legally described as follows:

North One Hundred Feet (N.100') of Block Thirteen (13), less Lot H-1, and including Lot AB2, Weaver's Squares Addition to the City of Mitchell, Davison County, South Dakota; and those portions of East Ivy Avenue and South Capital Street adjacent thereto.

The area making of the Tax Increment District #42 is shown on the boundary map attached to the following page

CREATION OF CITY OF MITCHELL TID NUMBER 42

Long Brothers LLC, desires to create a Tax Incremental Financing District ("TID") to assist in the construction of public infrastructure and other TID eligible expenses on land located within the corporate limits of the City of Mitchell, Davison County, South Dakota. As presented by the Developer, the TID will consist of one (1) phase, as follows:

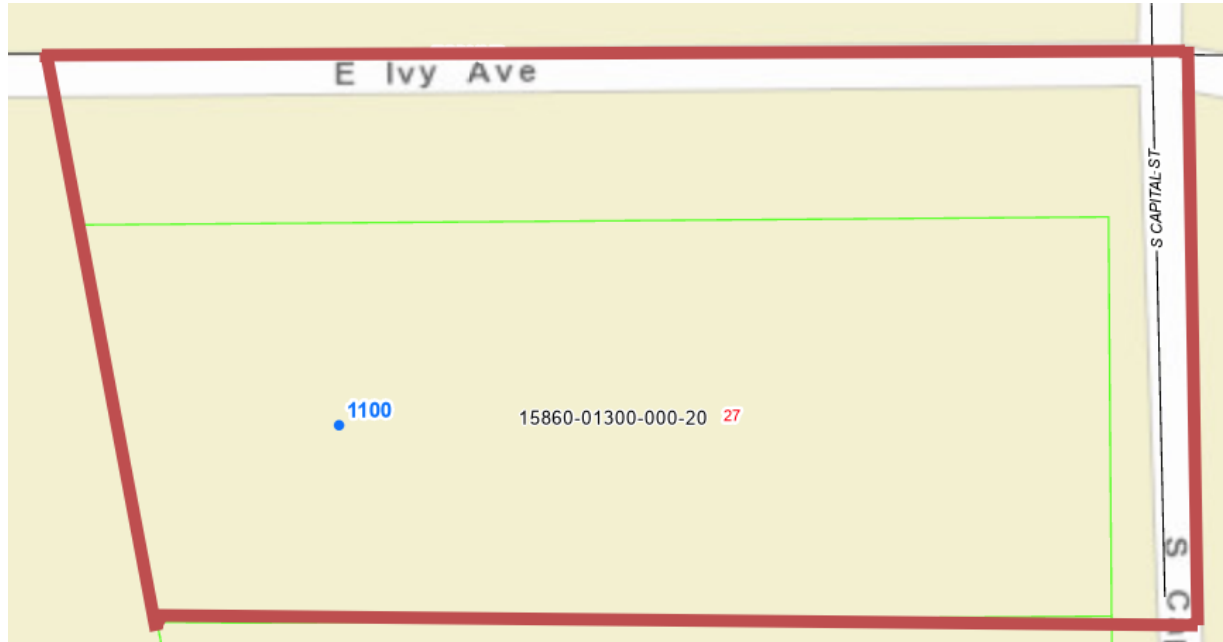
Site preparation (asphalt, concrete, dirt work), and other TID eligible expenses for the Economic Development area proposed for the TID area. The construction of one 50' x 115', 14' x 95', and 34' x 19' Behlen Mfg. pre-engineered metal building on the existing real property owned by the Developer. When completed, the new structure and enclosed "walkway" will connect up to the existing Dale's A-1 Transmission building.

Once completed, the building and site improvements will allow Developer to expand its existing business to allow them to employ up to ten (10) new employees in addition to the company's existing fifteen (15) employees. The construction of the new building and employment of additional employees will not happen without the TIF being approved.

Timing and weather permitting, Developer intends to begin construction on the new building in the spring of 2025 with a substantial completion date on or before November 1, 2025.

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Figure 1. TID 42 Boundary
Mitchell TIF District 42 Boundary Map
 -Outlined in Red



LISTING OF KIND, NUMBER, LOCATION AND DETAILED COSTS OF PROPOSED PUBLIC WORKS AND IMPROVEMENTS³

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred by the Developer.

The City is working to develop an economic and competitive base to benefit the City and the state as a whole. All project costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes an Economic Development Project and is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The Developer or its assignee shall enter into all contracts in accordance with South Dakota law.

A combination of private investment and tax increment financing will assist progress toward the following additional objectives:

- To address and remedy conditions in the area that impair or arrest the sound growth of the City;
- To implement the Comprehensive Plan and its related element;
- To redevelop and rehabilitate the area in a manner which is compatible with and complementary to unique circumstances in the area;

³ SDCL §11-9-16(1)

- To effectively utilize undeveloped and underdeveloped land;
- To ultimately contribute to increased revenues for all taxing entities;
- To encourage the voluntary construction of buildings, improvements, and conditions;
- To watch for market and/or project opportunities to promote economic development, and when such opportunities exist, to take action within the financial, legal and political limits of the City to acquire land, pursue redevelopment, improvement and construction projects; and
- To improve areas that are likely to significantly enhance the value of substantially all property in the district.

TAXABLE VALUE OF MITCHELL

State law requires that tax increment districts cannot exceed ten percent of the taxable value of the City of Mitchell. This value for Mitchell is approximately \$1,705,007,155. The base value of the taxable property for inclusion into this Tax Incremental District, as per the Director of Equalizations records is \$473,350 as set forth on the following page:

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TIF 42 Base Valuations

North One Hundred Feet (N.100') of Block Thirteen (13), less Lot H-1, and including Lot AB2, Weaver's Squares Addition to the City of Mitchell, Davison County, South Dakota; and those portions of East Ivy Avenue and South Capital Street adjacent thereto.

Full & True Base Value: \$473,750

Total base value of active TIF Districts in Mitchell is as follows:

Tax Increment District Number 8	\$5,900,522
Tax Increment District Number 9	\$49,543
Tax Increment District Number 14	\$37,207
Tax Increment District Number 16	\$4,920,402
Tax Increment District Number 19	\$13,143
Tax Increment District Number 20	\$149,308
Tax Increment District Number 21	\$139,817
Tax Increment District Number 23	\$2,953,202
Tax Increment District Number 24	\$602,220
Tax Increment District Number 26	\$0
Tax Increment District Number 27	\$985,641
Tax Increment District Number 28	\$2,083,459
Tax Increment District Number 29	\$391,053
Tax Increment District Number 30	\$54,665
Tax Increment District Number 31	\$600,605
Tax Increment District Number 32	\$1,530,600
Tax Increment District Number 33	\$776,329
Tax Increment District Number 34	\$1,250,395
Tax Increment District Number 35	\$130,385
Tax Increment District Number 36	\$217,468
Tax Increment District Number 37	\$77,929
Tax Increment District Number 38	\$93,065
Tax Increment District Number 39	\$208,387
Tax Increment District Number 40	\$174,720
Tax Increment District Number 41	\$364,837
Tax Increment District Number 42	\$473,750
TOTAL	\$24,208,562

The total value of all active TIF districts in Mitchell is less than 10% of total taxable value in the City. Using the base values provided above with the inclusion of the proposed TIF #42, the total Tax Increment Districts combined is less than 1.9% when compared to the 2024 Taxable Valuation.

The proposed Tax Incremental District will promote economic growth and enhancements in City of Mitchell. It is anticipated that a majority of properties within the district will see increases in their property valuation as a result of improvements made possible through creation of the proposed Tax Incremental District.

COSTS OF PUBLIC WORKS OR IMPROVEMENTS

In accordance with SDCL § 11-9-16 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements:

Kind of Project Cost	Number of Projects	Location ⁴	Amount	Reference ⁵
Capital Costs		District	\$0	11-9-14(1)
Financing Costs		District	\$0	11-9-14(2)
Real Property Assembly		District	\$0	11-9-14(3)
Professional Fees		District	\$0	11-9-14(4)
Administrative Costs		District	\$0	11-9-14(5)
Relocation Costs		District	\$0	11-9-14(6)
Organizational Costs		District	\$0	11-9-14(7)
Discretionary Costs and Grants		District	\$340,105	11-9-14(8)
Eligible Project Costs			\$340,105	

*See Schedule 1 - list of TIF-Qualified project costs to be paid by Developer which qualify as project costs under 11-9-14(1) through (7).

⁴ District shall mean the Tax Increment District.

⁵ SDCL §11-9-14

- (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;
- (2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;
- (4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;
- (5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;
- (6) Relocation costs;
- (7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and
- (8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

Estimated costs for non-project costs and TIF eligible costs may vary from actual costs incurred during construction. The grant to Developer is not controlled by the individual line items for TIF eligible costs. TIF proceeds may flow through to Developer for certified TIF eligible expenses, without respect to a particular line item, based on the actual costs incurred for those TIF eligible expenses up to the total authorized TIF request amount of \$340,105.

EXPENDITURES EXCEEDING ESTIMATED COST

Any expenditures which in sum would exceed the total amount stated above will require an amendment of this plan. All amendments are undertaken pursuant to SDCL §11-9-23.

DEVELOPER'S AGREEMENT

The City of Mitchell will enter into a Developer's Agreement with Developer with the following as the guidelines for the Agreement:

Financing Terms:

- Amount. The total amount of the TIF will not exceed \$340,105.
- Interest Rate. There may be no interest rate associated with this TIF.
- Length. The TIF will not exceed 20 calendar years from the year of creation.
- Expiration. The TIF will expire at the end of 20 years or when the \$340,105 has been paid out in tax payment to the Developer from the taxes generated within the District, whichever comes first.

Legal Terms:

- Any owners of real property located within the TIF District will waive their right to the discretionary tax abatement.

Conditions of the Developer Agreement relating to Constitutional Debt:

The exclusive funding mechanism for this TID will be a grant pass-through of positive tax increment from the TID receipted into the TIF Fund. It is specifically a condition of the proposed Developer's Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The City shall have no obligation to commit any City funds from any other source into the TIF Fund other than the positive tax increment from the TID receipted into the TIF Fund. It is also to be specifically agreed that the City has made no representation that the proceeds from the TIF Fund shall be sufficient to retire any indebtedness incurred by Developer. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID to 20 years from the year of creation. As such, it is further understood that the amount of \$340,105 will be the maximum amount the City will ever pass on acting as a conduit for TIF #42 for eligible project costs.

All TIF revenue will be passed onto the Developer as a grant until the full amount has been paid or 20 years from the year of creation, whichever happens first. The payment of tax increment funds under this Agreement is a grant under SDCL Chapter 11-9 (the "Grant"). The Grant is a personal property right vested with the Developer on the effective date of the Developer Agreement. The City will grant this amount to the Developer and thus not have to account for any assets on the City's financial statement. The Developer will be responsible for obtaining their financing and the City will not be liable for any Developer debt.

Upon completion of the construction of the project involving eligible project costs, the Developer shall certify to the City's Finance Officer the eligible project costs in sufficient detail to determine that payment of grant funds is solely for eligible project costs. The Developer shall provide contractor/supplier invoices or other supporting

documentation upon request of the Finance Officer. Upon certification and verification of eligible project costs, the City shall pass-through all available tax increment fund revenues not to exceed \$340,105 in a manner consistent with this section.

Given that the exclusive funding mechanism for this TID is the grant pass-through of positive tax increment from the TIF Fund, that no tax increment bonds will be issued in relation to this TID, and that the City shall have no obligation to commit other City funds, the City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. In recognition that the City cannot appropriate funds that no have accrued, the City's exclusive obligation shall be to budget and appropriate the positive tax increment from the TID receipted into the TIF Fund on an annual basis during the City's then current fiscal year, as may be required. Notwithstanding anything to the contrary contained in the proposed Agreement, the City hereby acknowledges and agrees that the obligations of the City under this Agreement are a material inducement for Developer to incur various development and construct improvements upon the TID property and the failure to pay tax increment to Developer will be financial detrimental to future improvements on said property.

If at any time during the term of this Agreement, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, and if the TID is eligible to be terminated pursuant to SDCL 11-9-46, then the Agreement shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City.

Developer Terms:

- Long Brothers LLC, will act as the Developer and all TIF proceeds will flow to Developer.
- Developer will certify the costs to the City for reimbursement.
- The Developer shall submit a report to the City no later than November 15 of each calendar year on a form provided by the City.
- The City of Mitchell reserves the right to charge an annual administration expense. This fee will be used to offset any future expenses that may occur due to reporting. The amount will not exceed \$5,000.00 in a calendar year.
- The Developer agrees to waive the discretionary formula for all construction within the TIF.

FEASIBILITY STUDY⁶

An economic feasibility study is attached as Schedule 4. The project is only feasible if there is contribution from the City through the Tax Increment District.

⁶ SDCL §11-9-16(2)

ECONOMIC DEVELOPMENT STUDY

Not less than 50% of the area will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, and manufacturing by creating an expansion to an existing business and expanding the employment opportunities in the City of Mitchell, as indicated in the Economic Development Study attached as Schedule 5.

DETAILED LIST OF ESTIMATED PROJECT COSTS⁷

Attached as Schedule 1 is a detailed list of estimated Project Costs. No expenditure for Project Costs is provided for more than five years after the district is formed.

FISCAL IMPACT STATEMENT⁸

Attached as Schedule 3 is the Fiscal Impact Statement on other taxing districts found within the Tax Increment District, both until and after the loans are repaid.

METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS⁹

Project Costs shall be paid by the proceeds of tax increment revenue. The City may reimburse for administrative costs from the tax increments at the end of the Plan after payment of all approved reimbursable costs.

MAXIMUM AMOUNT OF TAX INCREMENTAL REVENUE

The maximum amount of monetary obligations to be paid through Tax Increment Number 42 shall not to exceed \$340,105, or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District plus interest. In the alternative or in combination therewith, the City may issue one or more tax increment bond series or may enter into one or more development agreements whereby the tax increment revenues would be used in accordance with the terms and conditions of the development agreements (the "monetary obligation").

DURATION OF TAX INCREMENTAL PLAN

The duration of the Plan will extend to the number of years it will take for the extinguishment of any bonds or monetary obligations; however, in no event may the positive tax increments be allocated longer than twenty (20) years after the calendar year of creation.

⁷ SDCL §11-9-16(3)

⁸ SDCL § 11-9-16(4)

⁹ SDCL § 11-9-13(5)

ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

The site will generate taxes to the local jurisdictions at or above the assessed value of the Base. All taxing districts shall receive that base which will be the value set for 2024 taxes payable in 2025 and thereafter. The tax increment will be available to the taxing jurisdictions at or before 20 years after at the creation of the District. Schedule 2 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds or monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value plus the tax incremental values.

CONDITIONS MAP¹⁰, IMPROVEMENTS MAP¹¹, ZONING CHANGE SCHEDULE¹²

The conditions map is attached as Attachment 1. The Improvements map is attached as Attachment 2. The Zoning Change Schedule is attached as Attachment 3.

CHANGES TO THE CITY OF MITCHELL MASTER PLAN, MAP, BUILDING CODES AND CITY ORDINANCES¹³

The City has made or will make such changes in the master plan, map, building codes and City ordinances as indicated on Attachment 3.

LIST OF ESTIMATED NON-PROJECT COSTS¹⁴

The following is a list of the non-Project Costs. All costs are listed as taxable value, actual non-project costs will exceed the following amounts.

Item	Amount
Total Non-Project Cost	\$708,994.56

¹⁰ SDCL § 11-9-16(1)

¹¹ SDCL § 11-9-16(2)

¹² SDCL § 11-9-16(3)

¹³ SDCL §11-9-16(4)

¹⁴ SDCL §11-9-16(5)

STATEMENT OF DISPLACEMENT AND RELOCATION PLAN¹⁵

No residents or families will be displaced by the Project. There are no families or persons residing on the premises. Therefore, no relocation Plan is needed.

PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest. This additional security may be provided for in a Developer's Agreement.

LIST OF SCHEDULES

SCHEDULE 1 Detail of Project Costs
SCHEDULE 2 Estimated Captured Taxable Values
SCHEDULE 3 Fiscal Impact Statement
SCHEDULE 4 Economic Feasibility Study
SCHEDULE 5 Economic Development Study

ATTACHMENTS

Attachment 1. Map and Legal Description and existing uses and conditions
Attachment 2. Map of Real property/Improvement
Attachment 3. List of proposed changes in zoning ordinances

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¹⁵ SDCL §11-9-16(16)

SCHEDULE 1 – "DETAIL OF PROJECT COSTS"

Kind of Project Cost	Number of Projects	Location ¹⁶	Amount	Reference ¹⁷
Capital Costs		District	\$0	11-9-14(1)
Financing Costs		District	\$0	11-9-14(2)
Real Property Assembly		District	\$0	11-9-14(3)
Professional Fees		District	\$0	11-9-14(4)
Administrative Costs		District	\$0	11-9-14(5)
Relocation Costs		District	\$0	11-9-14(6)
Organizational Costs		District	\$0	11-9-14(7)
Discretionary Costs and Grants	1	District	\$340,105	11-9-14(8)
Eligible Project Costs			\$340,105	

¹⁶ District shall mean the Tax Increment District.

¹⁷ SDCL §11-9-14 (see page 9)

TIF ELIGIBLE EXPENSES/RESPONSIBLE DEVELOPER

SDCL 11-9-15

	Dale's A-1 Transmission Addition		
	Total Costs	Developer Costs	TIF Eligible Costs
Building Package	\$ 418,045.00	\$ 418,045.00	
Concrete	\$ 116,271.00	\$ 116,271.00	
Concrete Pads	\$ 9,975.00	\$ 9,975.00	
Electrical-electrical service moved and to building	\$ 25,000.00		\$ 25,000.00
Electrical	\$63,450		\$63,450
Plumbing	\$ 117,500.00		\$ 117,500.00
Overhead Doors	\$ 37,800.00	\$ 37,800.00	
Liner Panel	\$ 19,500.00	\$ 19,500.00	
Dirt Work	\$ 20,000.00		\$ 20,000.00
Fire Suppression System	\$ 80,000.00		\$ 80,000.00
Asphalt	\$ 25,500.00		\$ 25,500.00
HVAC	\$ 54,300.00	\$ 54,300.00	
Arcitechtural Fees	\$ 23,000.00		\$ 23,000.00
SPNSite Plan	\$ 5,000.00		\$ 5,000.00
Mechanical Engineering	\$ 10,000.00		\$ 10,000.00
Electrical Engineering	\$ 10,000.00		\$ 10,000.00
Concrete Engineering	\$ 4,036.00		\$ 4,036.00
Area Steel	\$ 20,128.45		\$ 20,128.45
Excise Tax Subs	\$ 13,040.69		\$ 13,040.69
Contingency @ 5%	\$ 53,103.56	\$ 53,103.56	
Professional Fees	\$ 25,000.00		\$ 25,000.00
TOTALS	\$ 1,150,649.70	\$ 708,994.56	\$ 416,655.14

SCHEDULE 2 – "ESTIMATED CAPTURED TAXABLE VALUES"

INCREMENT-ESTIMATED TAXES THAT WILL GO TO TAX INCREMENT FUND

Taxing Districts	Levy (\$ per 1000)
Davison County	\$.0033157
Mitchell School District	\$.009686
James River Water Development District	\$.000056
City of Mitchell	\$.042509
Total Tax Levy	\$.0173086

Based upon the foregoing tables and for purposes of this Project Plan, the construction of the project will commence in 2025.

It is anticipated that the Developer will procure financing to fund the applicable developers costs. A commitment letter will be provided confidentially to City officials. Developer will be liable for any additional funds required pursuant to the project.

It is assumed that all obligations within the TID will be adequately secured as to allow the payment of principal and interest when due.

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TO ACCOMMODATE TABLE]

Revenue Assumptions / Feasibility Study					Levies are based on 2024 payable in 2025							
Construction Year	Valuation Year	Revenue Year	Valuation Increments	Valuation Total	Davison County	JRWDD	City of Mitchell	School District	Total Mill Rate*	Non-Ag Factor	Total Revenue Increment	Cumulative Amt Paid
2025	2026	2027	\$ 1,034,185.79	\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 17,900.31
2026	2027	2028		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 35,800.62
2027	2028	2029		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 53,700.92
2028	2029	2030		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 71,601.23
2029	2030	2031		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 89,501.54
2030	2031	2032		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 107,401.85
2031	2032	2033		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 125,302.16
2032	2033	2034		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 143,202.47
2033	2034	2035		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 161,102.77
2034	2035	2036		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 179,003.08
2035	2036	2037		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 196,903.39
2036	2037	2038		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 214,803.70
2037	2038	2039		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 232,704.01
2038	2039	2040		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 250,604.32
2039	2040	2041		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 268,504.62
2040	2041	2042		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 286,404.93
2041	2042	2043		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 304,305.24
2042	2043	2044		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 322,205.55
2043	2044	2045		\$ 1,034,185.79	0.0033157	0.0000560	0.004251	0.0096860	0.0173086	0.983	\$ 17,900.31	\$ 340,105.86
2044	2045	-										
2045	-	-										
Valuation Increment * Non-Ag Factor * Total Mill Rate					Assumptions:							
True & Full Value of Improvements \$ 1,052,071.00					* Assumes Mill Levies remain constant for the duration of the TIF							
Assessed Value of Improvements \$ 1,034,185.79					Notes:							
					* These numbers are for projection purposes only and do not reflect what the actual number(s) may be. The projection numbers are based on assumptions provided by the developer.							

SCHEDULE 3 - "FISCAL IMPACT STATEMENT"

FISCAL IMPACT STATEMENT - TAX INCREMENT DISTRICT NUMBER 42

INTRODUCTION

The fiscal impact statement is intended to provide a succinct analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-16(4). It is not intended to rival the level of detail required by a detailed financial analysis. A fiscal impact statement shows the impact of the Tax Increment District, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the district.

DEFINITIONS

"Assumptions" means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

"Base Revenues" means the taxes collected on the base value.

"Fiscal Impact" means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

"Revenue" means ad valorem taxes.

"Tax Increment District" means City of Mitchell Tax Increment District Number 42.

"Taxing Districts" means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

"Tax Increment Revenues" means all revenues above the Base Revenues.

ASSUMPTIONS:

1. The property will have improvements which at completion will be valued for taxable purposes at an estimated amount of \$1,034,185.
2. The average tax levy of all taxing districts will be \$17.3086 per thousand dollars of taxable valuation (2025).
3. Tax increment will start to be collected in 2027 and end in or prior to 2045.
4. The discretionary formula will be waived by the Developer of the project.

FISCAL IMPACT:

The total fiscal impact upon the taxing entities during the term of the Tax Increment District will be an estimated \$340,105. There will be no fiscal impact for the first year of the Tax Increment District.

SCHEDULE 4 – “ECONOMIC FEASIBILITY STUDY”

The City of Mitchell has been approached by Long Brothers LLC (“Developer”), concerning the creation of a tax increment district to be located within the City of Mitchell, Davison County, South Dakota. The Project will consist of the expansion of Dale’s A1 Transmission consisting of the construction of public infrastructure for a new pre-engineered metal building which will house an additional six (6) bays to the existing four (4) bays and a walkway between the existing building and expansion. The expansion will add up to ten (10) jobs in the City of Mitchell. The project will be located on approximately .567 acres of land, more or less, located within the City of Mitchell. This land has been previously developed as this is the portion of land that the existing land is located upon.

Construction Project

Building construction costs will consist of the following:

- Building furnish materials associated with a 50’ x 115’, 14’ x 95’, and 34 x 19’ Behlen Mfg. pre-engineered metal building
- Design costs
- Roof panels
- Wall panels
- Wall insulation
- Roof insulation
- Framed openings
- Walk doors; and
- Overhead doors

The construction of the new building will result in the creation of up to 10 new jobs, will help fill in an open area within the city limits of Mitchell, South Dakota, connecting to an existing business. However, the real estate to be used for the project and the improvements to the real estate will not be made but for the TIF being approved. The new building will also allow Developer to hire additional employees and create new job opportunities for its business. It is estimated that the expansion will create up to 10 new jobs for the Mitchell area.

The City has been asked to create a Tax Increment District to help offset a portion of the construction costs associated with Project (the “Project Costs”). This feasibility study provides that the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9), with the balance of the costs to be paid by the Developer. Tax increment financing is an indispensable self-financing tool used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area (“tax increment financing district”) is established as the “base value.” As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved Project Costs.

Tax increment financing is permitted only in connection with a “Project Plan” duly adopted by the City. The property is currently taxable at approximately \$473,750. The improvements to be made to the property are estimated to add approximately \$1,052,071 to the value of the building and, when taking into account the Davison County “factor” for this type of property, approximately \$1,034,185 to the tax assessed valuation. The

estimated increment resulting from the improvements would be approximately \$17,900 annually in new taxes once fully developed.

All of the Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

For purposes of this Project Plan, the Developer is projecting that the construction of the building will be fully completed by November 1, 2025. It is anticipated that the Developer will procure financing to fund the TID improvements through Developer-advanced funds, however, should the self-funding become unfeasible, the Developer may seek other financing at Developer's sole risk and expense. Developer shall not use TIF proceeds for any interest or fees associated with any such alternative financing. The City at no time shall ever be responsible for any loan the Developer secures. The City's role is to simply act as a conduit for the tax revenue and pass on all positive increment to the Developer, of which, will never exceed \$340,105 in total payments, or 20 years, whichever comes first.

A portion of the development within the District could qualify for the discretionary tax abatement. However, City of Mitchell TIF regulations require a developer to waive the "real property" discretionary formula as a condition of approving a TIF. Developer is aware of this requirement.

For purposes of this Project Plan, it is anticipated no increment generated by City TID #42 will be available until calendar year 2026 and thereafter. The calculation of the estimated tax increment valuation and tax generated for City of Mitchell TID #42 is presented in the table on the following page.

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SCHEDULE 5 – “ECONOMIC DEVELOPMENT STUDY”

SECTION 1 - INTRODUCTION

The City has been approached concerning the creation of a tax increment district located within City limits. In order to determine whether a tax increment district (TID) may be created, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

SECTION 2 - STUDY AREA BOUNDARY

The Study area is described as the area depicted on the map attached to this Study (Attachments 1 and 2).

SECTION 3 - ESTABLISHING ECONOMIC DEVELOPMENT & BLIGHT MITIGATION

South Dakota law describes economic development as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The area making up the boundaries of proposed City of Mitchell TID #42 currently consists of an empty lot that, because of where it is situated, will remain difficult to develop. Developer plans to construct a new commercial building and expand its existing commercial business. Because of its addition of a new building to the existing business, Developer will have the capacity to add up to 10 new full-time jobs to its work force.

SECTION 4 - FINDING THAT THE IMPROVEMENTS TO THE AREA ARE LIKELY TO ENHANCE SIGNIFICANTLY THE VALUE OF SUBSTANTIALLY ALL OF THE OTHER REAL PROPERTY IN THE DISTRICT

It is specifically found that once the improvements set forth within City of Mitchell TID #42 Project Plan are commenced the improvements enhance significantly the value of substantially all of the other real property in the District and will help the entire City core business district continue to develop, adding sales tax dollars to the City and to the State of South Dakota.

SECTION 5 - CONDITIONS WITHIN THE STUDY AREA; LAND USE AND PLANNING LAND USE, PLANNING AND COMPREHENSIVE PLAN

The City of Mitchell Comprehensive Plan is consistent with the proposed use of the District.

SECTION 6 - FINDINGS WITHIN THE STUDY AREA ANALYSIS

In accordance with state law, it is found that not less than fifty percent (50%) by area of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, and natural resources, and it is found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accord with SDCL 11-9-8(1) and (2).

The study area currently consists of a bare lot located within an expanding commercial business district to the City of Mitchell. The Developer is constructing a new commercial building on an open lot connecting it to the existing business building located within one of the “gateways” to the City of Mitchell.

In accordance with State Law, the following addresses specific characteristics of economic development are found within the Study Area with corresponding portions of 11-9-8 and 11-9-11:

The investment of more than \$1,052,071 in the study area will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of commerce during the construction period. More than fifty percent, by area, of the real property within the District will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of commerce. The development will cause more employment and will transform a large vacant lot into a commercial business setting. The completion of the project will generate additional economic activity through retail commerce and development.

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ATTACHMENT 1

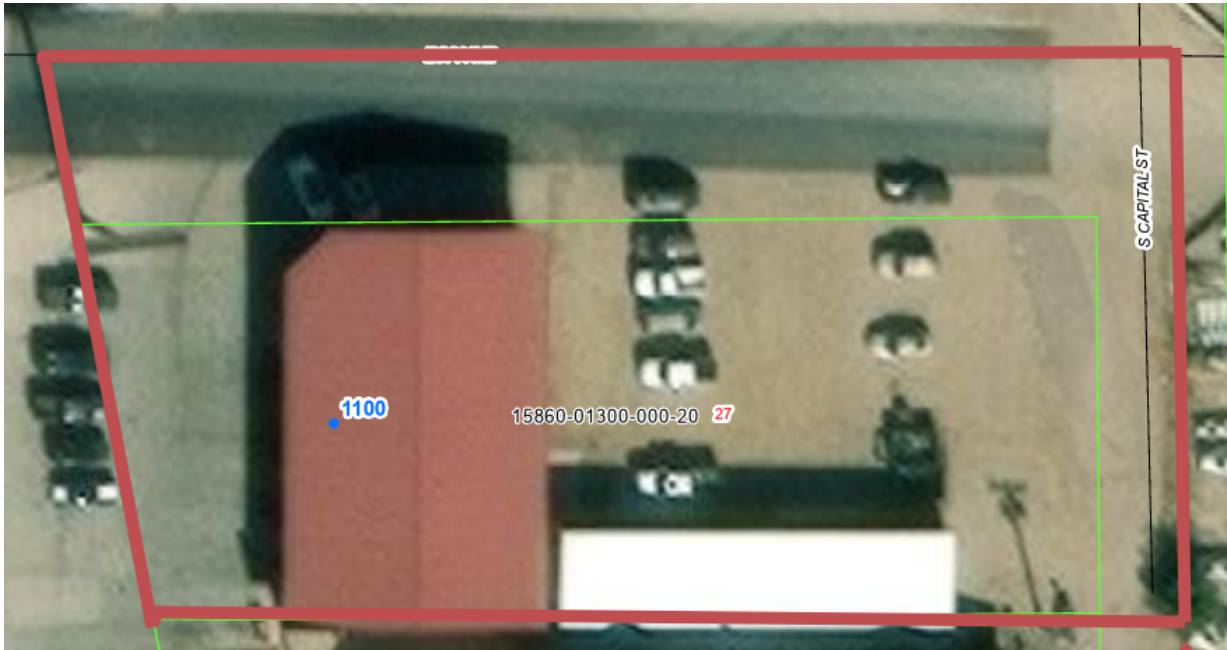
LEGAL DESCRIPTION

North One Hundred Feet (N.100') of Block Thirteen (13), less Lot H-1, and including Lot AB2, Weaver's Squares Addition to the City of Mitchell, Davison County, South Dakota; and those portions of East Ivy Avenue and South Capital Street adjacent thereto.

ATTACHMENT 2

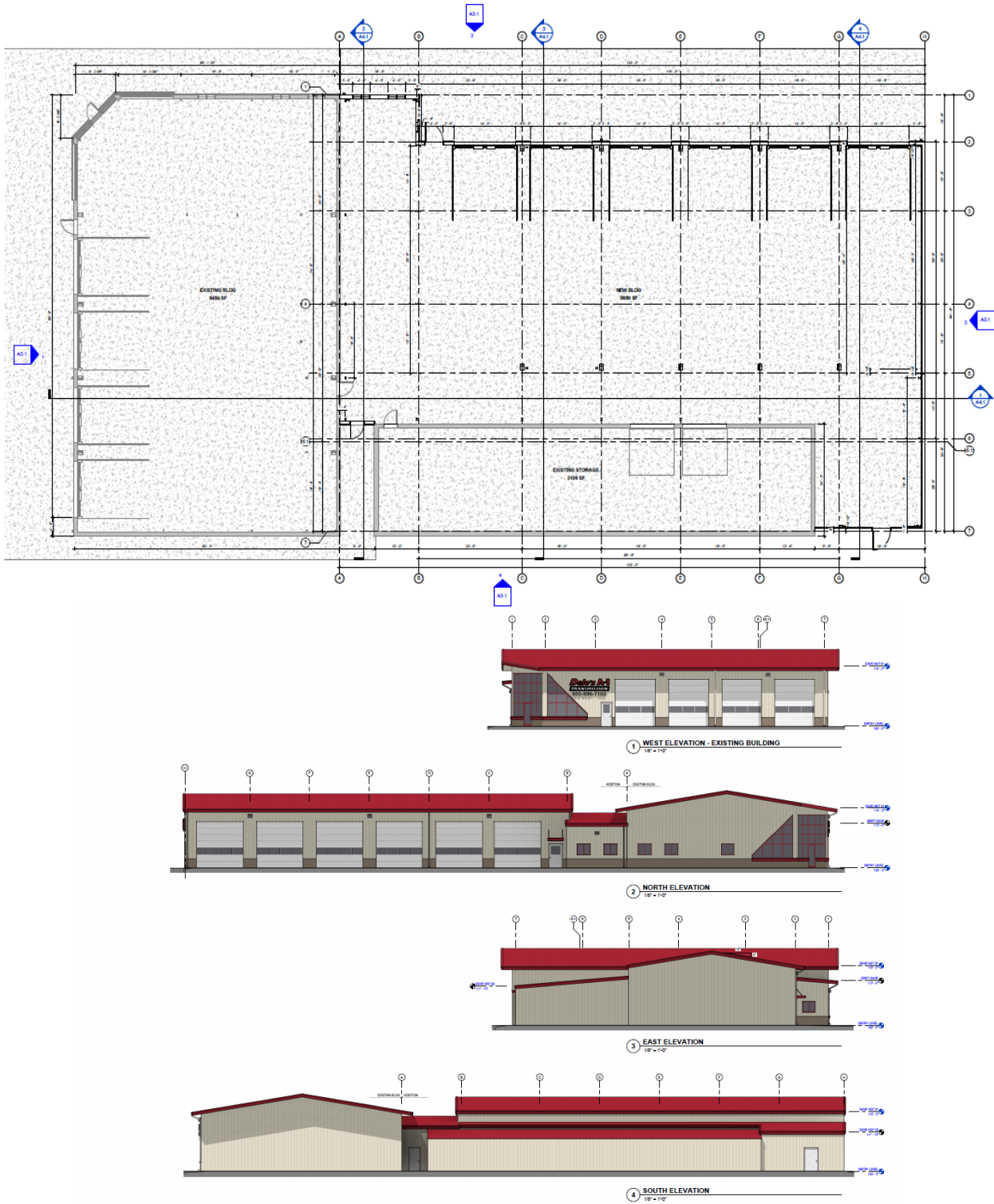
CONDITIONS MAP

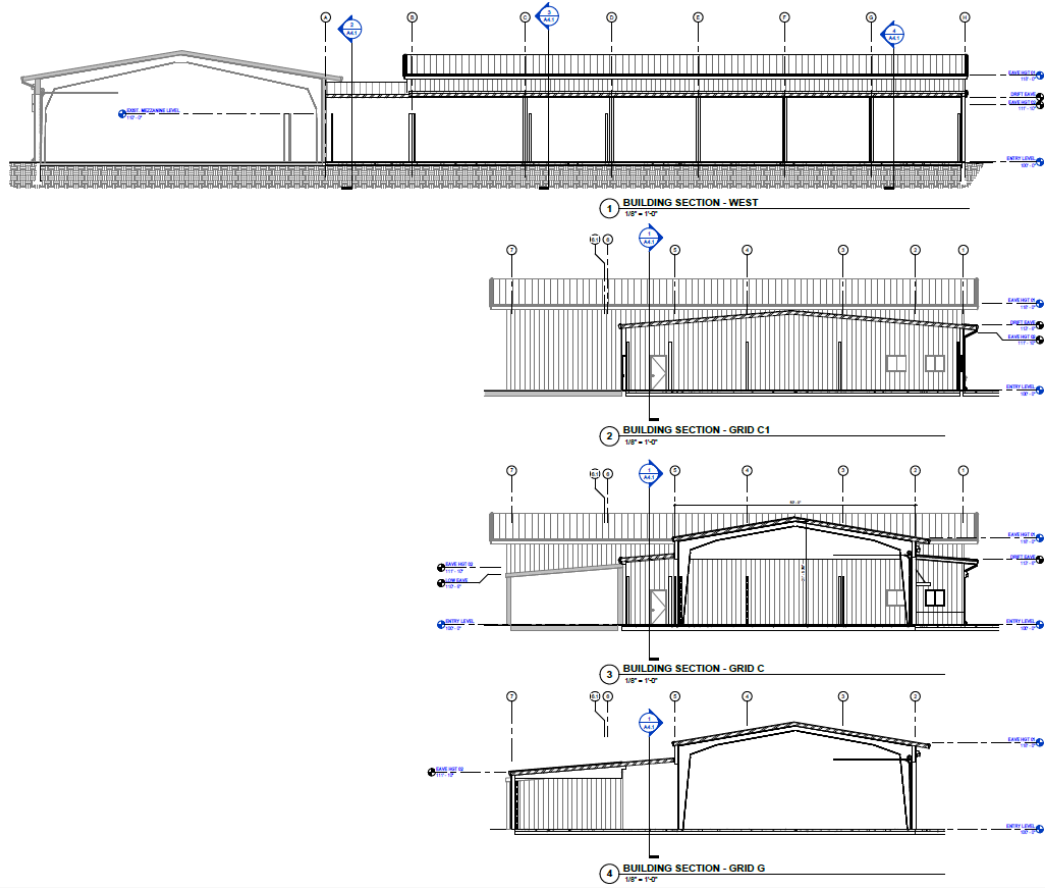
-Outlined in red



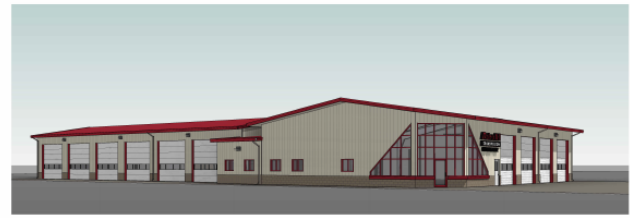
ATTACHMENT 3

MAPS OF REAL PROPERTY/IMPROVEMENTS





NE VIEW



NW VIEW 1



ENTRY VIEW



NW VIEW 2



NE AERIAL VIEW

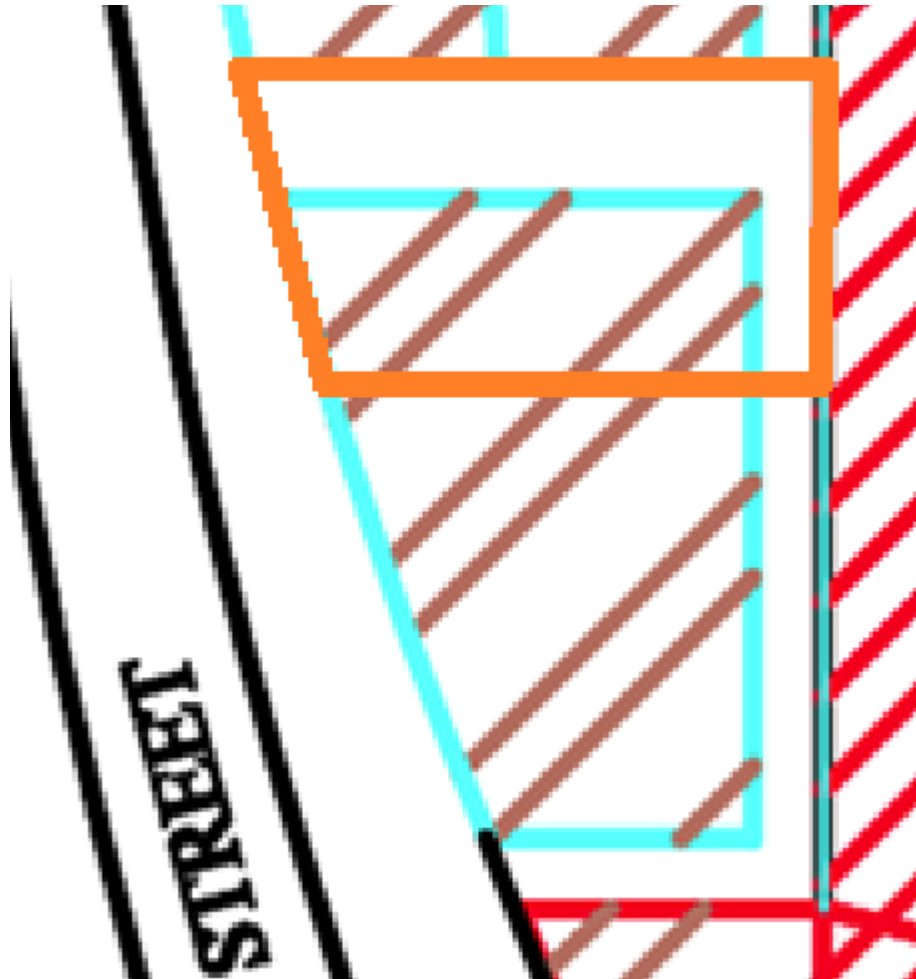


NW AERIAL VIEW

ATTACHMENT 4

ZONING MAP

- No proposed changes as the property is currently zoned as Highway Business.
 - Outlined in blue



NOTICE OF HEARING

NOTICE IS HEREBY GIVEN to the general public and all interested parties that the City of Mitchell Planning Commission will conduct a public hearing and acted upon in the City Hall Council Chambers at 612 North Main Street, Mitchell, South Dakota at 12:00 pm (noon) on April 28, 2025 in regards to a proposed project plan and the establishment of boundaries for the proposed tax increment financing district known as City of Mitchell Tax Incremental District Number Forty-two (42).

The following real property is to be included in this district and is legally described as follows:

NORTH ONE HUNDRED FEET (N.100') OF BLOCK THIRTEEN (13), LESS LOT H-1, AND INCLUDING LOT AB2, WEAVER'S SQUARES ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; AND THOSE PORTIONS OF EAST IVY AVENUE AND SOUTH CAPITAL STREET ADJACENT THERETO;

At the above stated time and place, all interested parties will be afforded a reasonable opportunity to express their views on the proposed creation of the Tax Incremental District and its proposed boundaries. The project plan may be viewed on the city's website at www.cityofmitchellsd.gov. Following such hearing, the matter will be heard and acted upon by the Mitchell City Council on May 5, 2025 at 6:00 pm in the City Hall Council Chambers.

Dated this 10th day of April, 2025.

Michelle Bathke – Finance Officer

Published once: 16th day of April, 2025

Approximate publication cost: _____



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:

situated East of North Harmon Drive, except the South 300 feet of the East 150 feet, containing approximately 25 acres in Section 4, T 103 N, R 60 W of the 5th PM, less Blocks 1, 2 and 3 of Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13.

True copies of which are attached to the Petition on file with the City Finance Officer.

Planning Commission motioned to recommend approval the vacation of the right of way.
All present voting aye, motion carried.

See Planning Commission Unsigned Minutes 04-28-2025.

RESOLUTION #R2025-34

WHEREAS, The petitions and consent in writing of Horseman's Sports, Inc, owner of the SE Quarter of the SE Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) situated East of North Harmon Drive, except the South 300 feet of the East 150 feet, containing approximately 25 acres in Section 4, T 103 N, R 60 W of the 5th PM, less Blocks 1, 2 and 3 of Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13; Rodeo Blues, LLC, owner of Tract 1 of Horseman's Addition to the City of Mitchell, Davison County, South Dakota; L&R Anderson Ranch, LLC owner of Lots 1 and 2, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; Cindy K. Krall Living Trust, owner of Lot 3, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; Gerald W. Johnson, owner of Lot 4, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; Clifford R. & Becky Janene Jager, owner of Lot 5, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; Gary & Monica Trabing, owner of Lot 6, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; James D. & Susan M. Wright; Jon Krall Rev. Trust; Mary Krall Rev. Trust, owner of Lot 7 and the Southerly 50 feet of Lot 8, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; Koupal Family Trust, owner of Lot 9 and the Northwesterly 50 feet of Lot 8, running parallel to the lot line between Lot 8 and Lot 9, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; Pamela J. Winegardner; Cynthia M. Dunlap; Marty Barington, owner of Lot 10 and the East $\frac{1}{2}$ of Vacated Bayside Ave abutting said Lot 10, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota respectfully in due and proper for, are requesting the Governing Body of the City of Mitchell to vacate alley right-of way described as set forth below pursuant to the statues in such cases made, and provided, particularly SDCL 9-45-7, et. Sep and petitioners respectfully show and represent the following:

The 16 foot Alley as shown on the Plat of Bayside Overlook Subdivision (Phase I) in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, T 103 N, R 60 W of the 5th P.M. in the City of Mitchell, Davison County, South Dakota, as recorded with the Davison County Register of Deeds in Book PB 11, Page 13. Said Alley is located adjacent to Lots 1 through 10 in Block 1 and a parcel of land described as the SE Quarter of the SE Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) situated East of North Harmon Drive, except the South 300 feet of the East 150 feet, containing approximately 25 acres in Section 4, T 103 N, R 60 W of the 5th PM, less Blocks 1, 2 and 3 of Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13.

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 5th day of May, 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 5th day of May, 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 5th day of May, 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 5th day of May, 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 16 and 23, 2025.
2. That the Petitioners are the sole owners of all of the property abutting the alley right-of-way requested to be vacated and have requested that the said alley right-of-way be vacated. Said owners having consented in writing to the vacation of the said alley 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 5th day of May, 2025 that alley identified as the 16 foot Alley as shown on the Plat of Bayside Overlook Subdivision (Phase I) in the SE ¼ of the SE ¼ of Section 4, T 103 N, R 60 W of the 5th P.M. in the City of Mitchell, Davison County, South Dakota, as recorded with the Davison County Register of Deeds in Book PB 11, Page 13. Said Alley is located adjacent to Lots 1 through 10 in Block 1 and a parcel of land described as the SE Quarter of the SE Quarter (SE ¼ SE ¼) situated East of North Harmon Drive, except the South 300 feet of the East 150 feet, containing approximately 25 acres in Section 4, T 103 N, R 60 W of the 5th PM, less Blocks 1, 2 and 3 of Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13 is hereby vacated.

Adopted by the Mitchell, South Dakota City Council in regular session this 5th day of May, 2025 with:

___ Votes cast in favor of adoption
___ Votes cast against adoption
___ Votes abstaining

Jordan Hanson, Mayor

ATTEST:

Michelle Bathke, Finance Officer

(seal)

PETITION FOR VACATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA:

The undersigned, being the owners of real property abutting the undeveloped alley right of way as created in the Plat of Bayside Overlook Subdivision (Phase I) in the SE ¼ of the SE ¼ of Section 4, T 103 N, R 60 W of the 5th P.M. in the City of Mitchell, Davison County, South Dakota, hereinafter described, hereby petition 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 9-45-7, et. seq., and the petitioners respectfully show and represent the following:

1. Horsemans' Sports, Inc owns:

The SE Quarter of the SE Quarter (SE ¼ SE ¼) situated East of North Harmon Drive, except the South 300 feet of the East 150 feet, containing approximately 25 acres in Section 4, T 103 N, R 60 W of the 5th PM, less Blocks 1, 2 and 3 of Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13; (hereinafter "HSI Property")

2. Rodeo Blues, LLC own:

Tract 1 of Horseman's Addition to the City of Mitchell, Davison County, South Dakota; (hereinafter "Rodeo Blues Property")

3. L&R Anderson Ranch, LLC own:

Lots 1 and 2, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; (hereinafter "L&R Property")

4. Cindy K. Krall Living Trust owns:

Lot 3, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; (hereinafter "Krall Trust Property")

5. Gerald W. Johnson owns:

Lot 4, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; (hereinafter "Johnson Property")

6. Clifford R. & Becky Janene Jager owns:

Lot 5, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; (hereinafter "Jager Property")

7. Gary & Monica Trabing owns:

Lot 6, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; (hereinafter "Trabing Property")

8. James D. & Susan M. Wright; Jon Krall Rev. Trust; Mary Krall Rev. Trust owns:

Lot 7 and the Southerly 50 feet of Lot 8, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; (hereinafter "Wright & Krall Property")

9. Koupal Family Trust owns:

Lot 9 and the Northwesterly 50 feet of Lot 8, running parallel to the lot line between Lot 8 and Lot 9, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; (hereinafter "Koupal Trust Property")

10. Pamela J. Winegardner; Cynthia M. Dunlap; Marty Barington owns:

Lot 10 and the East ½ of Vacated Bayside Ave abutting said Lot 10, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota; (hereinafter "Winehardner Property")

11. Description of Alley Right of Way to be vacated:

The 16 foot Alley as shown on the Plat of Bayside Overlook Subdivision (Phase I) in the SE ¼ of the SE ¼ of Section 4, T 103 N, R 60 W of the 5th P.M. in the City of Mitchell, Davison County, South Dakota, as recorded with the Davison County Register of Deeds in Book PB 11, Page 13. Said Alley is located adjacent to Lots 1 through 10 in Block 1 and a parcel of land described as the SE Quarter of the SE Quarter (SE ¼ SE ¼) situated East of North Harmon Drive, except the South 300 feet of the East 150 feet, containing approximately 25 acres in Section 4, T 103 N, R 60 W of the 5th PM, less Blocks 1, 2 and 3 of Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13.

12. An illustration of the right of way proposed to be vacated is attached hereto and marked Exhibit "A" and by this reference is incorporated herein.

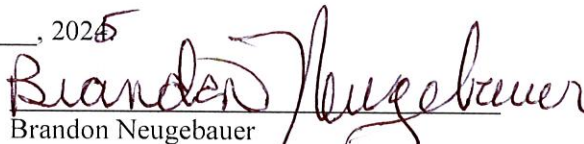
13. The alley sought to be vacated was never improved.

14. The above properties constitute all the land adjoining the portion of the alley sought to be vacated.

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.

[signature pages to follow]

1 Dated this 21 day of Jan, 202~~5~~⁵


Brandon Neugebauer
President; Horsemans' Sports, Inc.

STATE OF SOUTH DAKOTA)

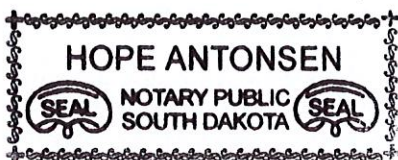
) SS

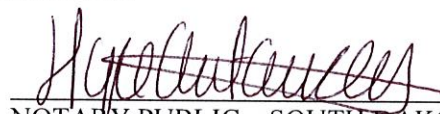
COUNTY OF DAVISON)

On this 21 day of January, 202~~4~~⁵, before me, the undersigned officer, personally appeared Brandon Neugebauer, who acknowledged himself to be the President of Horsemans' Sports, Inc., a South Dakota Nonprofit Corporation, sometimes shown in the public record as Horseman's Sports, Inc., a South Dakota nonprofit Corporation, and that as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the nonprofit corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.

(SEAL)




NOTARY PUBLIC - SOUTH DAKOTA
My Commission expires: NOV. 20, 2029

2 Dated this 21 day of Jan, 202~~5~~⁵


Jeffrey Krall
Officer; Rodeo Blues, LLC

STATE OF SOUTH DAKOTA)

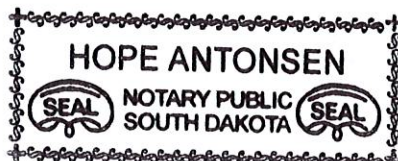
) SS

COUNTY OF DAVISON)

On this 21 day of January, 202~~4~~⁵, before me, the undersigned officer, personally appeared Jeffrey Krall, who acknowledged himself to be a member of a Limited Liability Company and that he, as such member being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as a member.

In witness whereof I hereunto set my hand and official seal.

(SEAL)




NOTARY PUBLIC - SOUTH DAKOTA
My Commission expires: NOV. 20, 2029

3 Dated this 25 day of November, 2024.

L & R Anderson Ranch, L.L.C. by Brenda Boddicker

Name: Brenda Boddicker - member
L & R Anderson Ranch, L.L.C.

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this 25 day of November, 2024, before me, the undersigned officer, personally appeared Brenda Boddicker who acknowledged him/herself to be a member of a Limited Liability Company and that he/she, as such member/person, authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as a member.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Dennis M. Martin
NOTARY PUBLIC - SOUTH DAKOTA
My Commission expires: 21st Aug 2025

4 Dated this _____ day of _____, 2024.

Trustee, Cindy K. Krall Living Trust

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, as Trustee of the Cindy K. Krall Living Trust, known to me or satisfactorily proven to be the person described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC - SOUTH DAKOTA
My Commission expires: _____

3 Dated this _____ day of _____, 2024.

Name: _____
L & R Anderson Ranch, L.L.C.

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF DAVISON)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be a member of a Limited Liability Company and that he/she, as such member being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as a member.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: _____

4 Dated this 7th day of February, 2025.

Cindy K. Krall
Cindy K. Krall, Trustee of Cindy K. Krall Living Trust

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF DAVISON)

On this 7th day of February, 2025, before me, the undersigned officer, personally appeared Cindy K. Krall, as Trustee of the Cindy K. Krall Living Trust, known to me or satisfactorily proven to be the person described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Kristy R. Martin
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 12/28/2025



STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be a member of a Limited Liability Company and that he/she, as such member being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as a member.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA

My Commission expires: _____

4 Dated this ____ day of _____, 2025.

Cindy K. Krall, Trustee of Cindy K. Krall Living Trust

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this ____ day of _____, 2025, before me, the undersigned officer, personally appeared Cindy K. Krall, as Trustee of the Cindy K. Krall Living Trust, known to me or satisfactorily proven to be the person described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

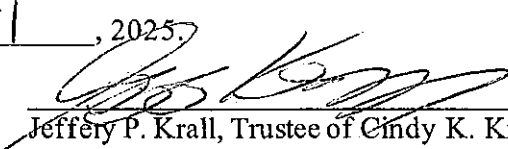
In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA

My Commission expires: _____

4 Dated this 1 day of April, 2025.



Jeffery P. Krall, Trustee of Cindy K. Krall Living Trust

STATE OF SOUTH DAKOTA)

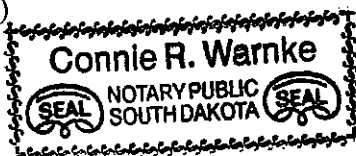
) SS

COUNTY OF DAVISON)

On this 1 day of April, 2025, before me, the undersigned officer, personally appeared Jeffery P. Krall, as Trustee of the Cindy K. Krall Living Trust, known to me or satisfactorily proven to be the person described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Connie Warnke
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 6-15-2025

5 Dated this _____ day of _____, 2024.

Gerald W. Johnson

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

5 Dated this 24th day of January, 2025.

GERALD W JOHNSON
Gerald W. Johnson

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this 24th day of January, 2025, before me, the undersigned officer, personally appeared Gerald W. Johnson, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Sherry Kirby
NOTARY PUBLIC - SOUTH DAKOTA
My Commission expires: 11-26-2026

6 Dated this _____ day of _____, 2024.

Clifford R. Jager

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Clifford R. Jager, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: _____

5 Dated this _____ day of _____, 2024.

Gerald W. Johnson

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF DAVISON)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Gerald W. Johnson, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: _____

6 Dated this 4th day of October, 2024.

Clifford R. Jager

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF DAVISON)

On this 4th day of October, 2024, before me, the undersigned officer, personally appeared Clifford R. Jager, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Adam Scott
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: _____
Commission Expires
07/22/2027

6 Dated this 4th day of Oct, 2024.

Becky Janene Jager
Becky Janene Jager

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this 4th day of October, 2024, before me, the undersigned officer, personally appeared Becky Janene Jager, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Adam Scott
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: Commission Expires
07/22/2027

7 Dated this _____ day of _____, 2024.

Gary Trabing

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Gary Trabing, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: _____

6 Dated this _____ day of _____, 2024.

Becky Janene Jager

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Becky Janene Jager, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA

My Commission expires: _____

7 Dated this 1st day of October, 2024.

Gary Trabing

STATE OF SOUTH DAKOTA)

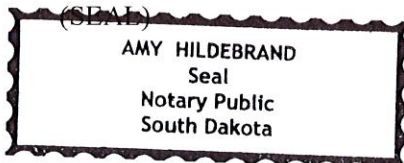
) SS

COUNTY OF DAVISON)

On this 10th day of October, 2024, before me, the undersigned officer, personally appeared Gary Trabing, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Amy Hildebrand
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 8-8-30

7 Dated this 1st day of October, 2024.



Monica Trabling

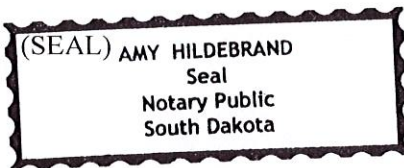
STATE OF SOUTH DAKOTA)

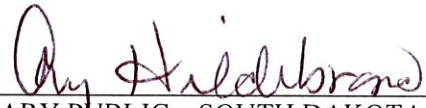
) SS

COUNTY OF DAVISON)

On this 1st day of Oct, 2024, before me, the undersigned officer, personally appeared Monica Trabling, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.





NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 8-8-24

8 Dated this _____ day of _____, 2024.

James D. Wright

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared James D. Wright, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: _____

Dated this 4th day of November, 2024.

James D. Wright
James D. Wright

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)



On this 4th day of November, 2024, before me, the undersigned officer, personally appeared

James D. Wright, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Kellie Halvorson

NOTARY PUBLIC – SOUTH DAKOTA

My Commission expires: 09/25

8 Dated this 4th day of November, 2024.

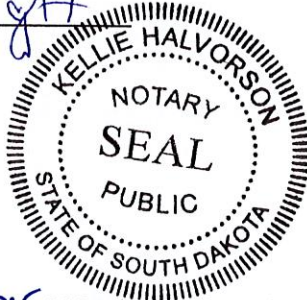
Susan M. Wright

Susan M. Wright

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)



On this 4th day of November, 2024, before me, the undersigned officer, personally appeared

Susan M. Wright, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Kellie Halvorson

NOTARY PUBLIC – SOUTH DAKOTA

My Commission expires: 09/25

8 Dated this _____ day of _____, 2024.

Susan M. Wright

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Susan M. Wright, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA

My Commission expires: _____

8 Dated this 3 day of October, 2024.

Jon Krall
Jon Krall, Trustee of the Jon Krall Revocable Trust

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this 3rd day of October, 2024, before me, the undersigned officer, personally appeared Jon Krall, as Trustee of the Jon Krall Revocable Trust, known to me or satisfactorily proven to be the person described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Madisen Koepsell
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 12-4-2029

8 Dated this 3 day of October, 2024.

Mary Krall
Mary Krall, Trustee of the Mary Krall Revocable Trust

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this 3rd day of October, 2024, before me, the undersigned officer, personally appeared Mary Krall, as Trustee of the Mary Krall Revocable Trust, known to me or satisfactorily proven to be the person described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Madisen Koepsell
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 12-4-2029

9 Dated this 3 day of October, 2024.

Mary Krall
Print Name: Mary Krall
Trustee of the Mary Krall Revocable Trust

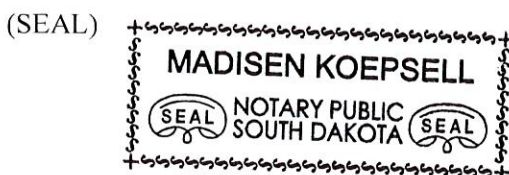
STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

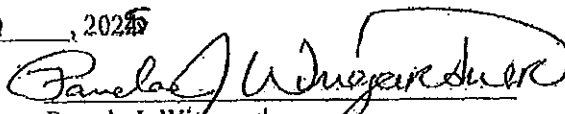
On this 3rd day of October, 2024, before me, the undersigned officer, personally appeared Mary Krall, as Trustee of the Mary Krall Revocable Trust, known to me or satisfactorily proven to be the person described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Madisen Koepsell
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 12-4-2029

10 Dated this 24th day of Jan, 202~~5~~


Pamela J. Winegardner

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this 24 day of January, 202~~5~~, before me, the undersigned officer, personally appeared Pamela J. Winegardner, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.




NOTARY PUBLIC - SOUTH DAKOTA
My Commission expires: June 30th, 2026

10 Dated this _____ day of _____, 2024.

Cynthia M. Dunlap

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Cynthia M. Dunlap, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC - SOUTH DAKOTA
My Commission expires: _____

10 Dated this _____ day of _____, 2024.

Pamela J. Winegardner

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this _____ day of _____, 2024, before me, the undersigned officer, personally appeared Pamela J. Winegardner, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA

My Commission expires: _____

10 Dated this 24th day of Jan, 2025

Cynthia M. Dunlap

Pennsylvania
STATE OF ~~SOUTH DAKOTA~~)

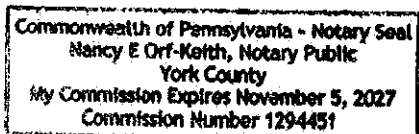
) SS

York
COUNTY OF ~~DAVISON~~)

On this 24th day of January, 2025, before me, the undersigned officer, personally appeared Cynthia M. Dunlap, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 11-05-2027

10 Dated this 8 day of October, 2024.

Marty Barington
Marty Barington

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this 8th day of October, 2024, before me, the undersigned officer, personally appeared Marty Barington, known to me or satisfactorily proven to be the person described in the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

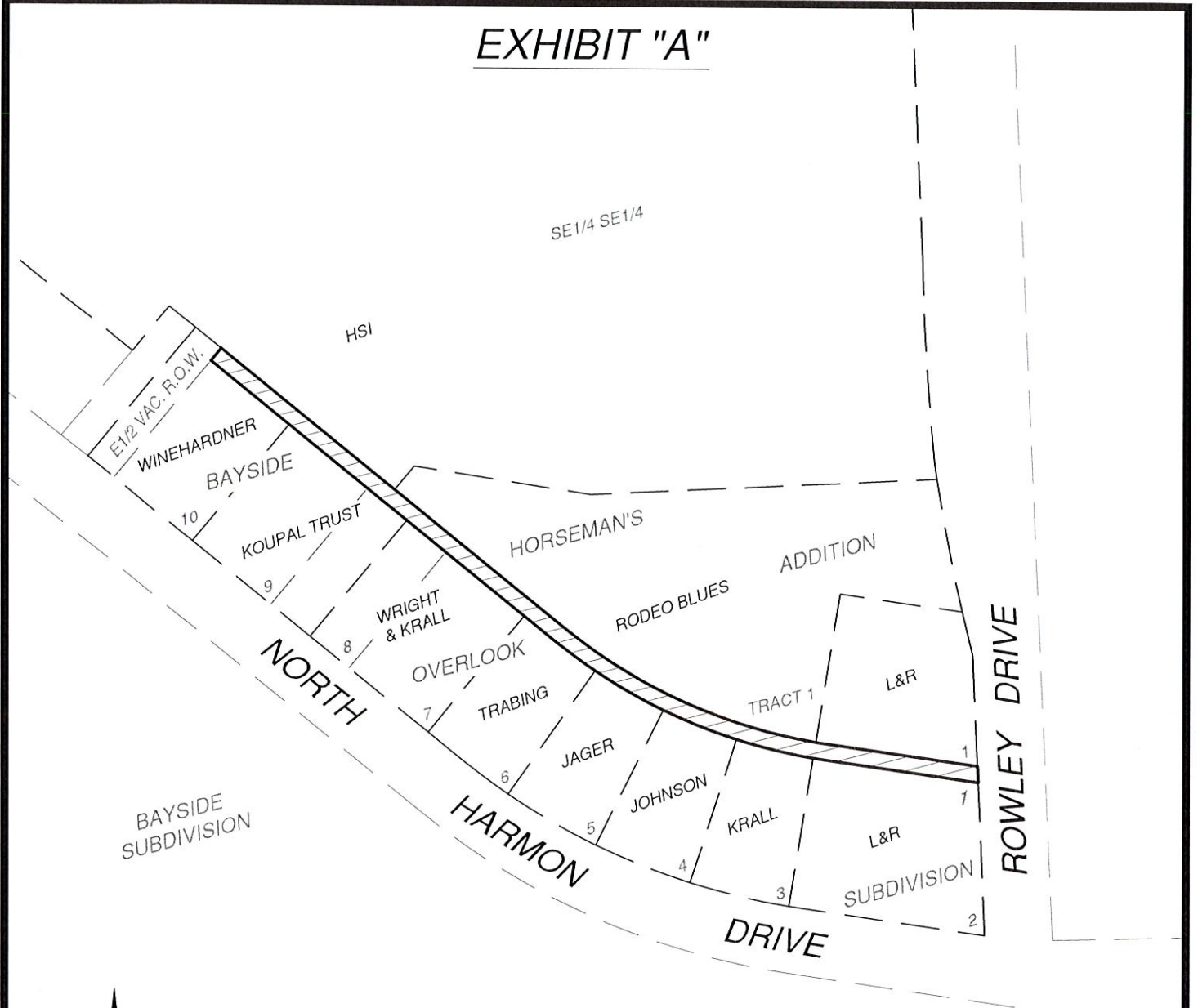


Lisa Palli
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 2025

Exhibit A

Depiction of Right of Way Area to be Vacated

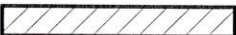
EXHIBIT "A"



SURVEYOR'S NOTES:

1. BASIS OF BEARING IS ASSUMED.
2. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OF RECORD MAY EXIST THAT ARE NOT SHOWN ON THIS EXHIBIT.

LEGEND

- EXISTING PROPERTY LINE
-  VACATED AREA



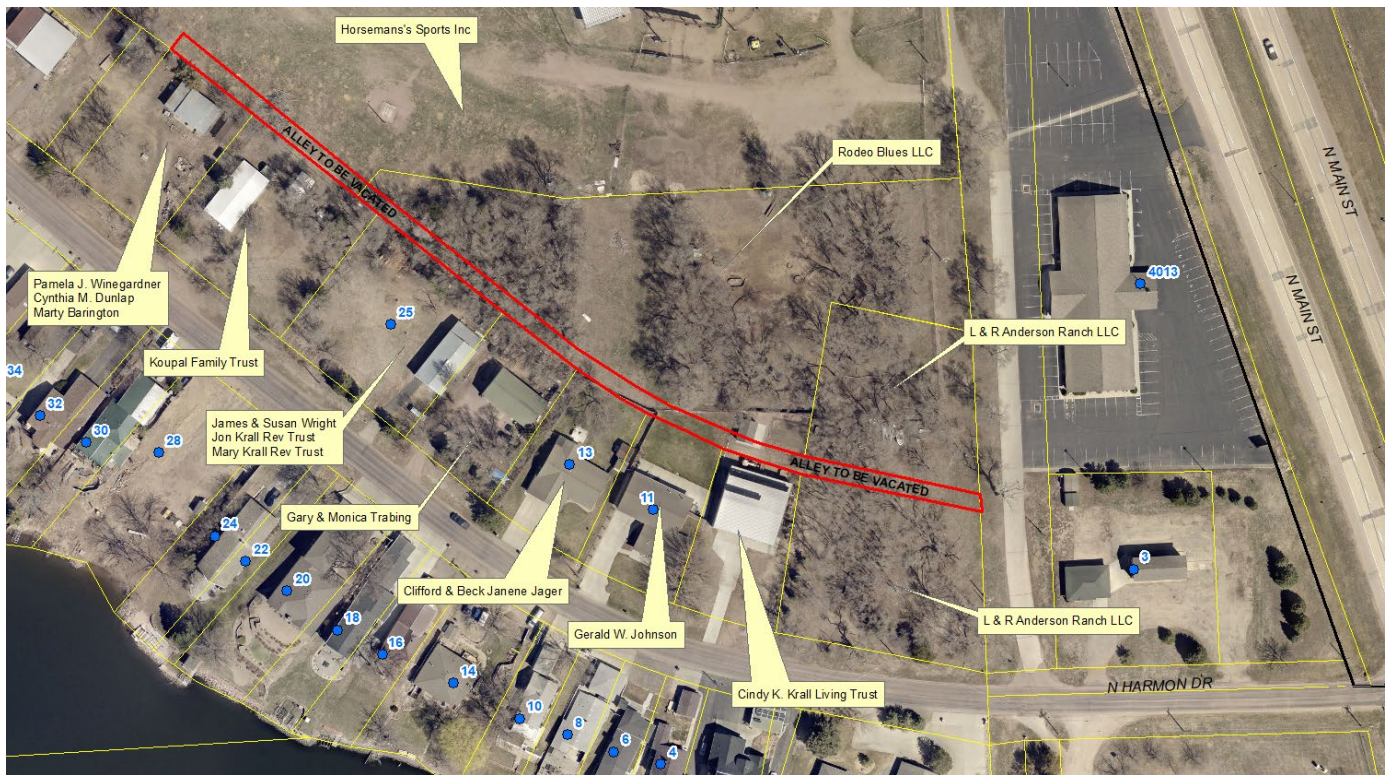
PREPARED BY:

infrastructure
design group, inc.

520 N LAWLER ST., SUITE 400
MITCHELL, SD 57301
PHONE: 605-292-0231
WEB: infrastructuredg.com

EXHIBIT "A"
ALLEY VACATION

PROJ. NO.: 23064
DATE: 07/31/2024
DRAWN BY: BTC
CHECKED BY: RDK
SHEET NO: 1 OF 1



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 Horsemans's Sports, Inc; Rodeo Blues, LLC; L&R Anderson Ranch LLC; Cindy K. Krall Living Trust; Gerald W Johnson; Clifford R. & Becky Janene Jager; Gary & Monica Trabing; James D. & Susan M. Wright, John Krall Rev. Trust, Mary Krall Rev. Trust; Koupal Family Trust; Pamela J. Winegardner, Cynthia M. Dunlap, Marty Barington; have petitioned the City Council of the City of Mitchell, Davison County, South Dakota to vacate the following:

Petitioners request to vacate the 16 foot Alley as shown on the Plat of Bayside Overlook Subdivision (Phase I) in the SE ¼ of the SE ¼ of Section 4, T 103 N, R 60 W of the 5th P.M. in the City of Mitchell, Davison County, South Dakota, as recorded with the Davison County Register of Deeds in Book PB 11, Page 13. Said Alley is located adjacent to Lots 1 through 10 in Block 1 and a parcel of land described as the SE Quarter of the SE Quarter (SE ¼ SE ¼) situated East of North Harmon Drive, except the South 300 feet of the East 150 feet, containing approximately 25 acres in Section 4, T 103 N, R 60 W of the 5th PM, less Blocks 1, 2 and 3 of Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13.

The petitioners are the sole owners of the real property abutting the aforementioned alley, as they own the following real property;

The SE Quarter of the SE Quarter (SE ¼ SE ¼) situated East of North Harmon Drive, except the South 300 feet of the East 150 feet, containing approximately 25 acres in Section 4, T 103 N, R 60 W of the 5th PM, less Blocks 1, 2 and 3 of Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13 is owned by Petitioner Horsemans' Sports, Inc.

Tract 1 of Horseman's Addition to the City of Mitchell, Davison County, South Dakota is owned by Petitioner Rodeo Blues, LLC.

Lots 1 and 2, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota is owned by Petitioner L&R Anderson Ranch, LLC

Lot 3, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota is owned by Petitioner Cindy K. Krall Living Trust

Lot 4, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota is owned by Petitioner Gerald W. Johnson.

Lot 5, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota is owned by Petitioner Clifford R. & Becky Janene Jager.

Lot 6, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota is owned by Petitioner Gary & Monica Trabing.

Lot 7 and the Southerly 50 feet of Lot 8, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota is owned by Petitioner James D. & Susan M. Wright; Jon Krall Rev Trust; Mary Krall Rev. Trust.

Lot 9 and the Northwesterly 50 feet of Lot 8, running parallel to the lot line between Lot 8 and Lot 9, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota is owned by Petitioner Koupal Family Trust.

Lot 10 and the East ½ of Vacated Bayside Ave abutting said Lot 10, Block 1, Bayside Overlook Subdivision, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB11, Page 13, Davison County, South Dakota is owned by Petitioner Pamela J. Winegardner; Cynthia M. Dunlap; Marty Barington.

You are hereby notified that a discussion and recommendation will be held by the Planning Commission on Monday, April 28, 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, May 5, 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 alley. All interested parties may attend and be heard at the public hearing.

Dated this the 10th day of April, 2025

Michelle Bathke
Finance Officer

Published twice: April 16th and 23rd, 2025
Approximate Cost:

Horsemen's Sports, Inc
PO Box 1396
Mitchell, SD 57301

Rodeo Blues, LLC
1 N Harmon Dr
Mitchell, SD 57301

L&R Anderson Ranch, LLC
500 S Ohlman St
#213
Mitchell, SD 57301

Cindy K. Krall Living Trust
1 N Harmon Dr
Mitchell, SD 57301

Gerald W. Johnson
11 N Harmon Dr
Mitchell, SD 57301

Clifford R. & Becky Janene Jager
13 N Harmon Dr
Mitchell, SD 57301

Gary & Monica Trabing
16 N Harmon Dr
Mitchell, SD 57301

James D. & Susan M. Wright
Jon Krall Rev. Trust
Mary Krall Rev. Trust
24 N Harmon Dr
Mitchell, SD 57301

Koupal Family Trust
32 N Harmon Dr
Mitchell, SD 57301

Pamela J. Winegardner
Cynthia M. Dunlap
Marty Barington
3421 SW 38th St
West Park. FL 33023

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:	May 5, 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 #R2025-35, Plat of Lots A and B, a subdivision of Lot 1 of the SE 1/4 of Section 17, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lots A and B, a subdivision of Lot 1 of the SE 1/4 of Section 17, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Bertha King Estate. Planning Commission motioned to approve. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 04-28-25.		

RESOLUTION #R2025-35

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 28th day of April, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, 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 5th day of May, 2025.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}





1 Inch = 400 Feet

LEGEND

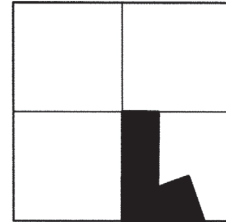
- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER JAN-13714
- WM =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

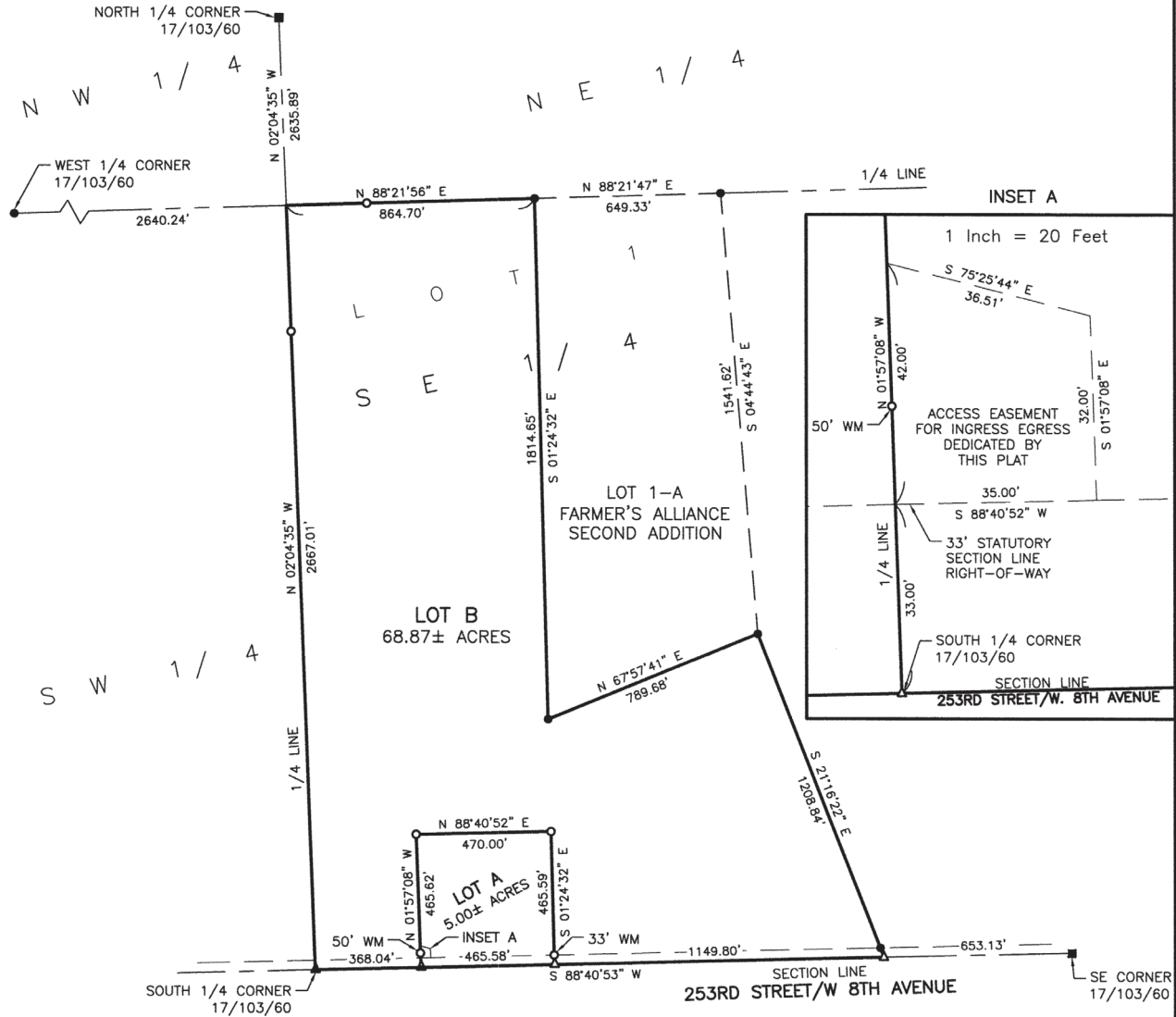
COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

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. 17, T 103 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'



A PLAT OF LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, 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 Cindy Miller and Robert King, as Personal Representatives of the Estate of Bertha Jean King, and under their direction for purposes indicated therein, I did on or prior to April 15, 2025, survey those parcels of land described as follows: LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ 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



OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2025.

Cindy Miiler

STATE OF SOUTH DAKOTA))SS
COUNTY OF DAVISON)

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

Notary Public, South Dakota
My Commission Expires: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2025.

Robert King

STATE OF SOUTH DAKOTA))SS
COUNTY OF _____)

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

Notary Public, South Dakota
My Commission Expires: _____



SPN

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, T 103 N, R 60 W OF THE 5th P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, 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

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 LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, 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 LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, 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 LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, 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 LOTS A AND B, A SUBDIVISION OF LOT 1 OF THE SE 1/4 OF SECTION 17, 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

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:	May 5, 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 #R2025-36, Plat of Lot 2, Block 6 of the Woods First Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot 2, Block 6 of the Woods First Addition, a subdivision of the E 1/2 of the SW 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by CJM Consulting Inc. Planning Commission motioned to approve with a 10' drainage easement on the south side. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 04-28-25.		

RESOLUTION #R2025-36

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 28th day of April, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 2, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE E 1/2 OF THE SW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 2, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE E 1/2 OF THE SW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 5th day of May, 2025.

MAYOR

ATTEST:

FINANCE OFFICER

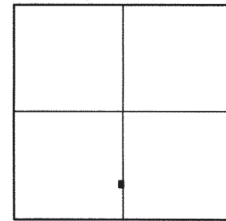
{SEAL}





1 inch = 60 ft.

SEC. 23, T 103 N, R 60 W

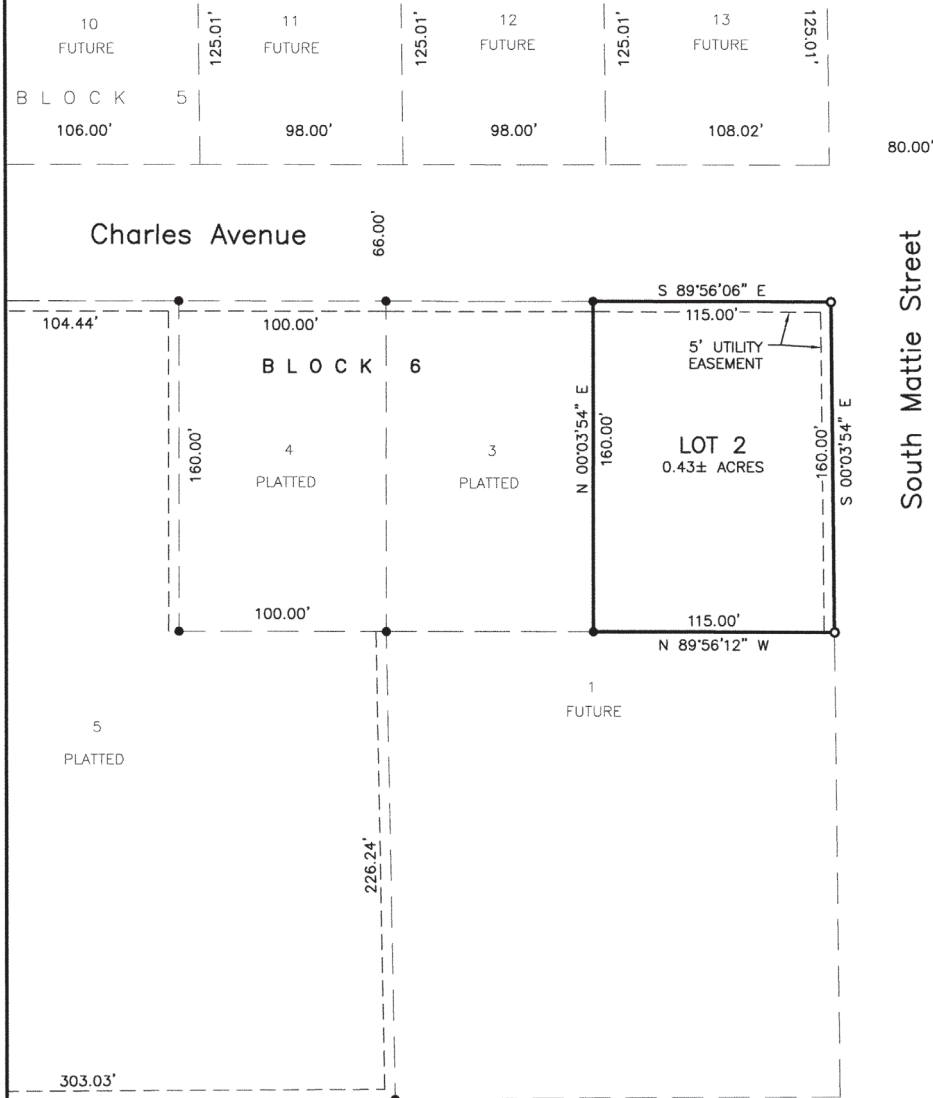

 LOCATION MAP
 SCALE: 1" = 3000'
LEGEND

- = 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
- = SET NAIL
- ▲ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT

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

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

 EASEMENTS WITHIN LOT 2, BLOCK 6
 DEDICATED BY THIS PLAT:

 FRONT ALONG CHARLES AVENUE =
 5' UTILITY EASEMENT
 SIDE ALONG SOUTH MATTIE STREET =
 5' UTILITY EASEMENT


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

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of CJM Consulting, Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to April 15, 2025, survey those parcels of land described as follows: LOT 2, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

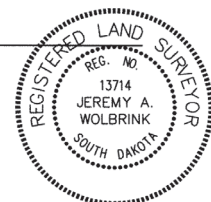
In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of 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



Page 346 of 363

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

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2025; and

WHEREAS, it appears from an examination of the plat of LOT 2, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 2, BLOCK 6 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned does hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2025.

Finance Officer/Deputy Finance Officer of the City of Mitchell

CERTIFICATE OF COUNTY TREASURER

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

Treasurer/Deputy Treasurer of Davison County

Date

DIRECTOR OF EQUALIZATION

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

Director of Equalization/Deputy Director of Equalization of Davison County

Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2025, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County

By _____

Deputy



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:	May 5, 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 #R2025-37, Plat of Lots 1 and 2 of Singapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lots 1 and 2 of Singapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by JTZ Properties LLC. Planning Commission motioned to approve. 6-aye, 0-nay, 1 abstain; motion carried. See Planning Commission Unsigned Minutes 04-28-25.		

RESOLUTION #R2025-37

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 28th day of April, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOTS 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, 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 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, 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.

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 5th day of May, 2025.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}





1 Inch = 200 Feet

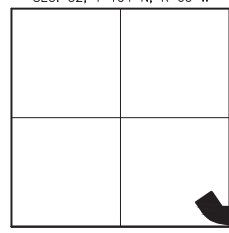
LEGEND

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

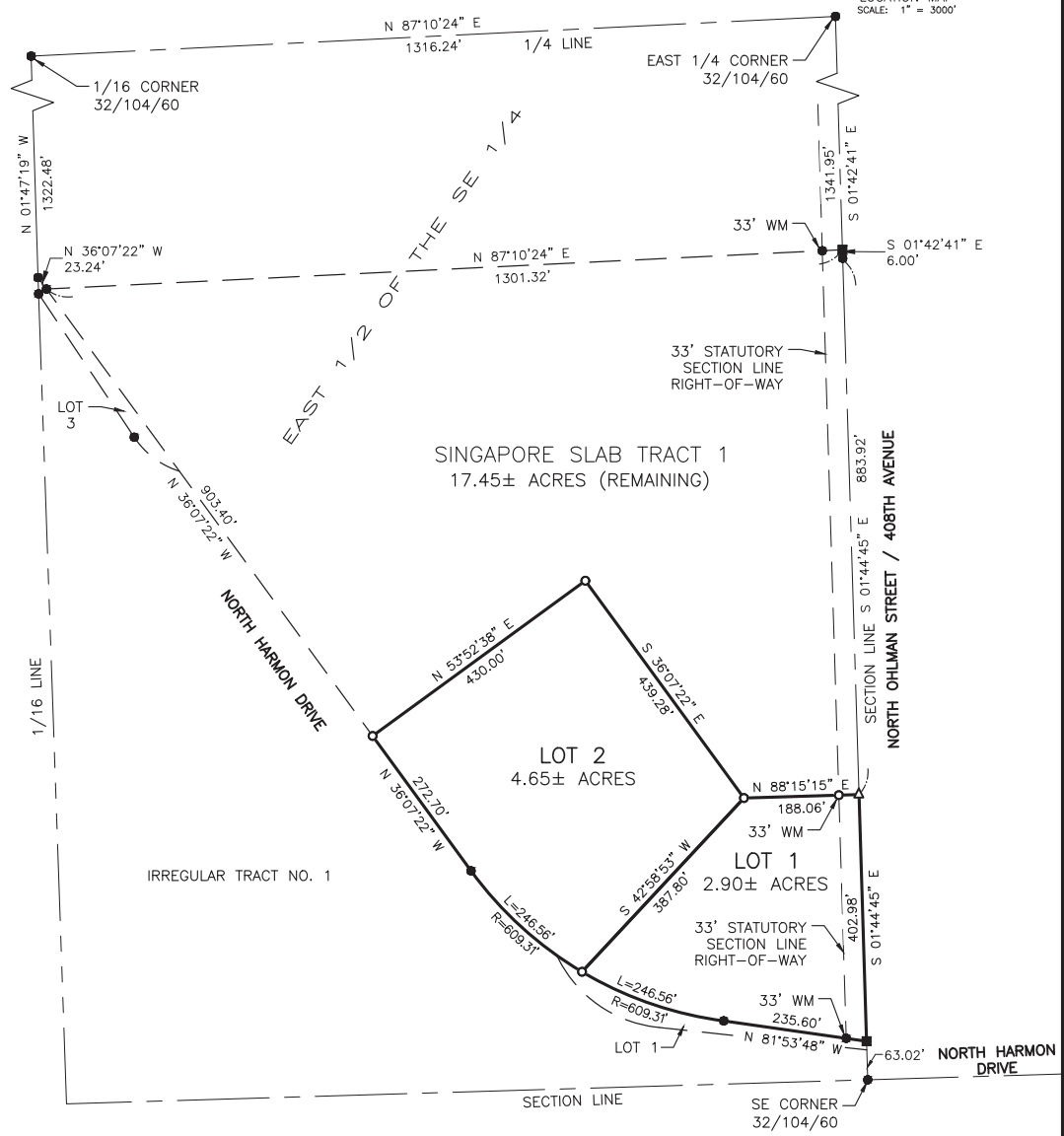
PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 12B
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.



LOCATION MAP
SCALE: 1" = 3000'



A PLAT OF LOTS 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

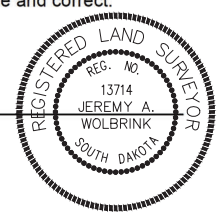
SURVEYOR'S CERTIFICATE

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 JTZ Properties LLC, a South Dakota Limited Liability Company, as owner, and under its direction for purposes indicated therein, I did on or prior to April 23, 2025, survey those parcels of land described as follows: LOTS 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 23rd day of 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 LOTS 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION
OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 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 LOTS 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, 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 plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 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 LOTS 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 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 LOTS 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 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 LOTS 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 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.

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, Davison County



SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION
OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF
THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

CERTIFICATE OF HIGHWAY AUTHORITY

The location(s) of the existing approach(es) is/are hereby approved. Any change in the location(s) 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, Davison County Date

DIRECTOR OF EQUALIZATION

I hereby certify that a copy of the plat of LOTS 1 AND 2 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 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, Davison County Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
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



SPN

& Associates

Engineers, Planners and Surveyors

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CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 5, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Resolution #R2025-38, Property Annexation at 5213 Fiala Road		
Explanation/Background of Agenda Item Requested:	Action to Approve Resolution #R2025-38 Annexation Nickolaus J & Hilary Rockwell located at 5213 Fiala Road signed an annexation agreement dated September 18, 2023 and the property is requested to be annexed. The property is legally described as Lot 4 of Fiala's Addition in the E1/2 of the NW1/4 of Section Four (4), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County South Dakota. See Exhibit A.		

RESOLUTION #R2025-38

ANNEXATION OF LOT 4 OF FIALA'S ADDITION IN THE E1/2 of the NW1/4 OF SECTION 4, TOWNSHIP ONE HUNDERED THREE (103) NORTH, RANGE SIXTY (60), WEST OF THE 5TH P.M., DAVISON COUNTY SOUTH DAKOTA.

WHEREAS, Nickolaus J & Hilary Rockwell signed an annexation agreement on the 18th day of September, 2023 to annex the real property legally described as Lot 4 of Fiala's Addition in the E1/2 of the NW1/4 of Section Four (4), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County South Dakota

WHEREAS: Nickolaus J & Hilary Rockwell are the sole owners and petitioners of the real property described in this resolution; and

WHEREAS: the real property is improved, as the residence of the undersigned Property Owners is located upon said real property; and

WHEREAS: the real property is contiguous to the corporate limits of the City of Mitchell, Davison County, South Dakota; and

WHEREAS: the undersigned Property Owners constitute at least three-fourths (3/4) of the registered voters in the territory sought to be annexed; and

WHEREAS: a visual depiction is hereto attached as an exhibit (Exhibit A).

NOW THEREFORE, be it resolved that in accordance with SDCL Chapter 9-4, the City Council of the City of Mitchell, Davison County South Dakota hereby annexes the above real property.

Adopted by the Mitchell, South Dakota City Council in regular session this ____ day of _____, 2025 with:

____ votes cast in favor of adoption,
____ votes cast against adoption, and
____ votes abstaining.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

Exhibit A



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

Utility Cost and Annexation Agreement

This Utility Cost and Annexation Agreement, hereinafter "Agreement", is entered into as of the date signed below, hereinafter "Effective Date", by and between the City of Mitchell, a South Dakota municipal corporation, hereinafter "City"; and Nickolaus J & Hilary Rockwell, of 100 N Harmon Drive, hereinafter "Rockwell".

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

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

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

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

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

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

Lot 4 of Fiala's Addition in the E1/2 of the NW1/4 of Section Four (4),
Township One Hundred Three (103) North, Range Sixty (60), West of the
5th P.M., Davison County, South Dakota.

2. The above-described Property is contiguous to City limits.

3. The utilities project discussed herein involves the installation of a water and sanitary sewer service line to existing City infrastructure and the provision of City water using such water and sanitary sewer service line. Such connections shall be in the manner and under the conditions generally applicable to Mitchell residents by state and local law.

Rockwell consents to the City's jurisdiction and authority for matters relating to the connection or provision of City utilities. Such connections shall be at the sole expense of Rockwell and upon all other terms and conditions applicable to Rockwell under this Agreement.

4. Rockwell hereby irrevocably commits to annexing the Property into the City of Mitchell. Rockwell shall submit an Annexation Petition to the City no later than November 1, 2023. Should Rockwell fail to submit an Annexation Petition by such date, this agreement shall then be deemed to be a petition for annexation of the Property. In order to facilitate such contingency, Rockwell represents that:
 - a. they are the sole property owners of the Property and sole petitioner;
 - b. there are no registered voters registered at the property and none will be allowed prior to annexation;
 - c. there are improvements located on the real property; and
 - d. the property is contiguous to the existing municipal boundaries of the City.
5. The terms and conditions of this Agreement shall be deemed a covenant running with the land and shall be binding upon Rockwell, their successors, heirs, and assigns. This Agreement shall be recorded with the Davison County Register of Deeds.
6. This Agreement supersedes any past agreements and constitutes the entire agreement of the parties.

Dated this 18th day of September, 2023 (Effective Date).

[signature page to follow]

CITY OF MITCHELL, SD

(seal)

[Signature]

Robert B. Everson, Jr., Mayor

Attest:

[Signature]

Michelle Bathke, Finance Officer

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF DAVISON)

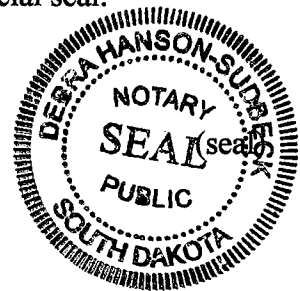
On this 18th day of September, 2023, before me, the undersigned officer, personally appeared Robert B. Everson, Jr. and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell, a South Dakota municipal corporation, and that in their official capacities, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

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

[Signature]

Notary Public – South Dakota

My Commission Expires: June 26, 2027



Nickolaus J & Hilary Rockwell

[Signature] [Signature]

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF DAVISON)

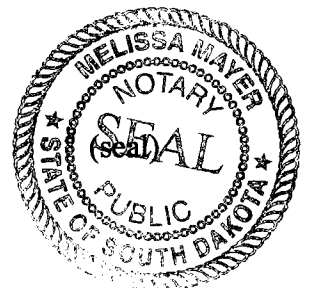
On this 30 day of August, 2023, before me, the undersigned officer, personally appeared Nickolaus J & Hilary Rockwell, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained..

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

[Signature]

Notary Public – South Dakota

My Commission Expires: 6-7-25



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:	May 5, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Second Reading on Ordinance #O2025-04, 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. At first reading, council decided on moving forward with the option of moving the mayor to the current off year and keeping all the offices on three-year terms long term. To do this, the next two mayor elections will be for two-year terms, in 2027 and 2029. The mayor will then return to three-year terms beginning in 2031. All council seats will remain on their current cycles.		

ORDINANCE #O2025-04

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 shall be two years. Then in 2029, the mayoral election shall again be for a two-year term.
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, for three-year terms, in 2026; half of the city council, for three-year terms, and the mayor, for a two-year term, in 2027; no officers for the year 2028; half of the city council, for three-year terms, and the mayor, for a two-year term, in 2029; half of the council, for three-year terms, in 2030; and the mayor, reverting to standard three-year terms, in 2031. All three groups of elected officials 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: _____