



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
May 19, 2025

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Grace Reformed**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Department Reports**
 - D. Raffle Permits**
 - E. Declare Surplus Property-Public Works**
 - F. Declare Suprlus Property- 1st Avenue**
 - G. Authorize the Purchase of Two 2025 Ford Interceptor SUV's from Lamb Motors on State Bid**
 - H. Authorization to Enter into an Agreement with Jefferson Partners LP**
 - I. Volunteer List**
 - J. Special Event Permit Application Palace City Pre-Sturgis Party on Thursday, July 31, 2025**
 - Parking Lot Closure (\$50 Fee)
 - Street Closure (\$100 Fee)
 - Parade Permit - w/Escort (\$250 Fee)
 - Consumption Permit (\$50 Fee)
 - Noise Permit (\$0 Fee)
 - K. Special Event Permit Application From Palace City Brewing Co. for MMS&B: 1st Fridays on Main on Friday, June 6, 2025**
 - Special Event Liquor License (\$200 Fee)
 - L. Special Event Permit Application From Palace City Brewing Co. for Palace City Pre-Sturgis Party on Thursday, July 31, 2025**

- Special Event Liquor License (\$200 Fee)

- M. **Change Order #5 to Rice Lake West for Pump Station & Ground Storage Reservoir Project #2020-20**
 - N. **Change Order #1 to Zacharias Construction, Inc for Asphalt/Concrete Crushing Project #2024-09**
 - O. **Set Date 1:30 PM, May 27, 2025 for Bid Opening for Mitchell Regional Lanfill Fencing Improvements Project #2025-35**
 - P. **Set date of June 2, 2025 for Hearing and Action on the following Alcohol License Applications**
 - a. **John & Chiara Adamo dba Adamo's, 223 North Main Street, Mitchell, SD for a new Retail (on-off sale) Wine and Cider License (Video lottery is not included)**
 - b. **John & Chiara Adamo dba Adamo's, 223 North Main Street Mitchell, SD for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)**
 - Q. **Pay Estimates**
 - R. **Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer**
6. **Motion To Approve, Request Public Comment, Roll Call**
7. **Citizens Input**
- If you need to address the Mayor and members of the City Council on an item that was not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will be considered but no action will be taken at this time.*
8. **Mayor & City Council Discussion Items**
9. **BOARD OF ADJUSTMENT: Entertain a Motion For The City Council To Recess And Sit As The Board Of Adjustment**
- A. **Hearing & Action on an Application for Shayna Loecker-Conditional Use Permit**

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.
 - B. **Hearing & Action on an Application for First Presbyterian Church-Conditional Use Permit**

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 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.

C. Hearing & Action on an Application for Todd & Nancy Boyd-Variance Permit

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.

D. Hearing & Action on an Application for Koch Premier Properties LLC-Conditional Use Permit

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.

E. Hearing & Action on an Application for Koch Premier Properties LLC-Conditional Use Permit

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.

F. Action to Set Date for Board of Adjustment Hearing 6-2-25

LifeQuest Inc has applied for a Variance Permit for the following; front yard setback of 10' vs 25', rear yard setback of 20' vs 25' and both side yard setbacks of 3' vs 5'. This is located in the 1000 Block of E 8th Ave, legally described as Lot R-1 in the NE 1/4 of Section 22, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned R4 High Density Residential District.

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

11. Action to Approve Applications for Renewal of Malt Beverage Licenses for 2025-2026

12. Action to Approve the following Alcohol Licenses

a. Application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for June 7, 2025 for a wedding

b. Application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for June 21, 2025 for a wedding

13. Action to Award Bid for Paving & Overlay Project #2025-15

14. Request for Reserved Parking Spot at 200 E. 11th Avenue

15. **Action to Approve Agreement #A2025-35, Hosted Software and Service Agreement with H2O Analytics Corp**
16. **Action to Approve Agreement #A2025-36, Developer Agreement for Tax Increment District 41**
17. **Action to Approve Agreement #A2025-37, Developer Agreement for Tax Increment District 42**
18. **Action to Approve Agreement #A2025-38, Transfer Agreement with Mitchell Area Development Corporation (1200 Block E 1st)**
19. **Action to Approve Resolution #R2025-39, Surplus of Building at 1215 E 1st Ave**
20. **Action to Approve Resolution #R2025-40, Annexation of Lot 2B and 2C, a subdivision of Lot 2, Block 4 of Westwood First Addition, a subdivision of the NW 1/4 of Section 16, T 103 N, R 60 W of the 5th P.M., portions of which lie within the City of Mitchell, Davison County, South Dakota**
21. **Action to Approve Resolution #R2025-41, Annexation of Lot 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**
22. **First Reading on Ordinance #O2025-05, Establishing Term Limits for Mayor and City Council**
23. **First Reading on Ordinance #O2025-06, Creating a Rental Housing Code**
24. **Hearing & First Reading on Ordinance #O2025-07, Rezoning of N 90' of Lot 3, plus the N 90' of the E 25' of Lot 4; the N 90' of Lot 5, plus the N 90' of the W 25' of Lot 4; and the S 76' of Lot 5, plus the S 76' of the W 12' of Lot 4, all in Block 2 of Home Park Original Addition, in the NE 1/4 of Section 20-103-60, Davison County, SD; be changed from R4 High Density Residential District to TWC Transportation, Warehousing and Commercial District**
25. **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**

May 5, 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 McCardle, seconded by Goldammer, to approve the following items on the consent agenda:

- a. City Council Minutes
 - 1. City Council April 21, 2025
- b. Committee Reports
 - 1. Planning Commission April 14, 2025
 - 2. Planning Commission April 28, 2025 (unsigned)
- c. Automatic Supplement
 - 1. Parks-Sports Complex in the amount of \$1,668.50 from a donation of funds
- d. Raffle Permits
 - 1. Mitchell Heart & Sole with the drawing to be held on June 13, 2025
 - 2. Moose Lodge #871 with the drawing to be held on July 19, 2025
 - 3. Mitchell Ducks Unlimited with the drawing to be held on September 25, 2025
- 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 for MAC Triathlon on Saturday, June 7, 2025
- h. Volunteer Board Appointments
 - 1. Jeremy Gunkel to the Planning Commission Board to fill an unexpired term from May 2025-June 2027
 - 2. Megan Luther to the Library Board for a term of July 2025-June 2028
- i. Change Order #1 for Highway #37 Utilities Project #2021-45 increasing the contract amount by \$10,632.60 to Michels Road & Stone Inc adjust contract amount to \$3,660,676.61
- j. Set date 1:30 p.m., May 13, 2025 for bid opening for Asphalt Paving & Overlay Project #2025-15
- k. Pay Estimates May 5, 2025
Pay Estimate #13 in the amount of \$3,544.24 for Firesteel Creek NAWCA Grant #2021-14 contracted to Steve Donovan

Pay Estimate #38 in the amount of \$28,127.00 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering

Pay Estimate #10 in the amount of \$51,992.81 for Recycling Building #2021-30 contracted to WS Construction Management

Pay Estimate #6 in the amount of \$208,651.50 for North Highway #37 Utility Improvements #2021-45 contracted to Michels Road & Stone

Pay Estimate #43 in the amount of \$18,645.39 for North Highway #37 Utility Improvements #2021-45 contracted to SPN & Associates

Pay Estimate #44 in the amount of \$262.50 for North Highway #37 Utility Improvements #2021-45 contracted to SPN & Associates

Pay Estimate #4 in the amount of \$15,599.48 for Wastewater Treatment Plant-Phase II Improvements #2022-01 contracted to First Rate Excavate

Pay Estimate #4 in the amount of \$611,582.13 for 23rd & Ohlman Lift Station #2022-03 contracted to Halme Inc

Pay Estimate #20 in the amount of \$9,684.62 for 23rd & Ohlman Lift Station #2022-03 contracted to SPN & Associates

Pay Estimate #22 in the amount of \$862.00 for 1st/7th & Main Traffic Signals #2022-08 contracted to HR Green

Pay Estimate #9 in the amount of \$67,610.17 for 3rd & Main Streetscape #2022-26 contracted to Schoenfelder Construction

Pay Estimate #7 in the amount of \$78,028.42 for Jetty & Marina Improvements #2023-03 contracted to Soukup Construction

Pay Estimate #23 in the amount of \$28,730.00 for Jetty & Marina Improvements #2023-03 contracted to Brosz Engineering

Pay Estimate #8 in the amount of \$167,970.10 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to Halme Inc.

Pay Estimate #22 in the amount of \$24,756.18 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to SPN & Associates

Pay Estimate #1 in the amount of \$126,005.72 for 2nd/4th & Main Streetscape #2023-10 contracted to Schoenfelder Construction

Pay Estimate #1 in the amount of \$74,980.95 for Hitchcock Pickle Ball Courts #2023-14 contracted to Rexwinkel Concrete

Pay Estimate #12 in the amount of \$8,920.73 for Hitchcock Pickle Ball Courts #2023-14 contracted to SPN & Associates

Pay Estimate #4 in the amount of \$90,222.57 for Ohlman/South Harmon Lift Station #2023-16 contracted to Halme Inc

Pay Estimate #19 in the amount of \$6,392.88 for Ohlman/South Harmon Lift Station #2023-16 contracted to SPN & Associates

Pay Estimate #10 in the amount of \$1,845.00 for West End Bridge #2023-23 contracted to Brosz Engineering

Pay Estimate #15 in the amount of \$23,150.00 for East 5th-Burr to Foster #2024-02 contracted to Brosz Engineering

Pay Estimate #3 in the amount of \$11,846.78 for North Ohlman-23rd to Kemper #2025-01 contracted to SPN & Associates

Pay Estimate #3 in the amount of \$15,614.63 for 1st Avenue-Burr to Foster #2025-06 contracted to SPN & Associates

Pay Estimate #2 in the amount of \$1,970.00 for Cadwell Park Infield Improvements #2025-23 contracted to SPN & Associates

Pay Estimate #5 in the amount of \$3,075.43 for Airport Runway18/36 Reconstruction contracted to Helms & Associates

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

PAYROLL APRIL 13, 2025 – APRIL 26, 2025: City Council \$3,735.28, Mayor \$1,614.57, City Administrator \$6,691.52, Administrative Boards \$2,442.65, Attorney \$5,601.88, Finance \$15,196.65, Human Resources \$4,601.45, Municipal Building \$5,626.35, Information Technology \$3,453.08, Police \$95,267.18, Traffic \$4,891.84, Fire \$50,111.13, Street \$33,056.96, Public Works \$26,505.05, Cemetery \$5,997.09, Library \$17,259.86, Recreation & Aquatics \$6,778.55, Recreation Center \$17,959.25 Sports Complexes \$10,141.94, Parks \$15,994.87, Supervision \$4,418.10, E911 \$24,640.78, Palace Transit \$32,517.01, JVCC \$2,101.64, Nutrition \$4,823.00, Airport \$2,669.37, Water Distribution \$16,115.76, Sewer \$15,785.30, Recycling Program \$8,199.22, Waste Collection \$7,135.66, Landfill \$11,122.75, Corn Palace \$18,080.49, Golf Course \$5,353.12, Emergency Medical Services \$49,611.28

NEW HIRES:

CEMETERY: Abraham Gunnare-\$14.20, Terry Heisinger-\$15.20, Dean Strand-\$15.20, David Thuringer-\$15.70

E-911: Kathleen Brink-\$23.151, Mary Leary-\$23.615

EMS: Bryce Fuchs-\$25.555

GOLF: Dennis Bruske-\$12.70, Dennis Geidel-\$12.70, Gavin Pischke-\$12.70

RECREATION & AQUATICS: Mya Cody-\$13.70

RECREATION CENTER: Audrina Adams-\$13.70, Kooper Moody-\$13.70

PARKS: Kevin Hughes-\$14.20

SPORTS COMPLEXES: Dale Moke-\$13.70

SALARY ADJUSTMENTS:

CORN PALACE: Craig Stucky-\$72,207.00

FINANCE: Janice Peterson-\$29.949

FIRE: Abigail Squier-\$22.592

POLICE: Niko Arnold-\$32.079, Kyle McLaughlin-\$38.705, Tyler Urban-\$32.721

RECYCLING: David Schulte-\$31.159

STREET: Nathan Hegg-\$36.849, Jason Tuttle-\$33.391

TERMINATIONS:

FIRE: Joe Dolezal

WARRANTS: AFSCME Council 65, Union Dues-\$546.63; Amazon Capital Services, Supplies-\$1,142.89; AT&T Mobility, Utilities-\$749.92; AT&T Mobility, Utilities-\$1,108.43; Avera Occupational Medicine, Testing-\$649.00; Avera Patient Financial Service, Screening-\$281.00; B-Y Water District, Utilities-\$15,359.08; Bailey Metal Fabricators, Supplies-\$15.00; Baker & Taylor, Book-\$4.85; Barr Engineering, 2021-20 P.E. #PH2-38-\$28,127.00; Bender Sewer & Drain, Repairs-\$720.00; Big Daddy D's, Contract Services-\$2,318.40; Brosz Engineering, 2023-23 P.E. #10-\$53,725.00; Butler Machinery, Supplies-\$1,516.20; C&B Operations, Repair-\$109.25; Carquest Auto Parts, Supplies-\$1,451.71; CHR Solutions, Billing Service-\$3,947.50; CHS Farmers Alliance, Repair-\$4,625.24; Colours 59, Supplies-\$10.85; Column Software, Annual Report-\$619.65; Core & Main, Supplies-\$1,527.06; Core-Mark US, Supplies-\$1,469.75; Corn Palace, Rent-\$8,921.65; County Fair, Supplies-\$58.28; Craig Stucky, Travel-\$583.90; Dakota Fluid Power, Supplies-\$2,575.10; Dakota Oyate Challenge, Corn Palace Games-\$2,156.35; Dakota Pump, Supplies-\$924.75; Dakota Supply Group, Supplies-\$886.90; Daniel Fechner, Reimbursement-\$80.00; Davison County Register of Deeds-Professional Service-\$39.00; Dean Knippling, Travel-\$28.00; Demco, Supplies-\$86.08; Department of Social Services, Child Support-\$359.54; Elliott Equipment, Supplies-\$551.29; ELO Prof, Annual Audit-\$28,749.23; Environmental Equipment & Service, Supplies-\$403.42; Eric Hieb, Contract Services-\$10,773.83; Ethan Coop Lumber, Deposit-\$2,000.00; Fastenal, Supplies-\$85.23; Fedex, Mailing-\$19.52; Ferguson Waterworks #2516, Supplies-\$5,881.75; First National Bank Omaha, Cash Back Redemption-\$17,128.34; First Rate Excavate, 2022-1 P.E. #4-\$15,599.48; Fitness by Design, Supplies-\$1,335.00; Formatop, Supplies-\$1,255.53; Fox Paint & Blinds, Supplies-\$73.58; GF Advertising Services, Supplies-\$51.40; Grainger, Supplies-\$182.00; Great Western Tire, Supplies-\$1,884.75; H&H Electric & Motor Repair, Repair-\$149.74; Hach, Supplies-\$2,310.40; Halme, 2022-3 P.E. #4-\$869,774.80; Hawkins, Supplies-\$80.00; Helms and Associates, Maintenance-\$3,660.43; Henry Schein, Supplies-\$1,791.52; HR Green, 2022-8 P.E. #22-\$862.00; I-State Truck Center, Supplies-\$139.66; Ingram Library Services, Books-\$2,166.10; Interstate Glass & Door, Maintenance-\$1,790.20; Interstate Office Products, Supplies-\$114.50; Iverson, Rental-\$101.96; Jacki Larson, Supplies-\$32.43; JCL Solutions, Supplies-\$348.80; Johnson Bros of South Dakota, Supplies-\$645.60; Jones, Supplies-\$1,154.94; Kimball Midwest, Supplies-\$607.96; Kurt Lefort, Refund Building Permit-\$193.00; Laerdal Medical, Supplies-\$119,767.00; Larry's I-90 Service, Supplies-\$235.88; Lawson Products, Supplies-\$2,463.88; Lewis Family Drug, Supplies-\$29.97; Make it Mine Designs, Supplies-\$97.00; Menard's, Supplies-\$1,293.97; Michels Road & Stone, 2021-45 P.E. #6-\$208,651.50; Microsoft, Subscription-

\$910.00; Midstates Equipment & Supplies, Supplies-\$1,527.00; Midway Service dba Vollan Oil, Supplies-\$17,844.88; Midwest Oil, Supplies-\$439.35; Mike Carpentier, Training-\$650.00; Millennium Recycling, Single Stream Fee-\$801.50; Miner County Auditor, Testing-\$81.64; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Iron & Supply, Supplies-\$198.29; Mitchell Prehistoric Indian Village, 2025 2nd Quarter Allocation-\$4,750.00; Mitchell School District, Utilities-\$1,877.82; Mitchell United Way, Deductions-\$171.00; Mueller Lumber, Supplies-\$177.03; Muth Electric, Maintenance-\$1,809.78; Napa Central, Supplies-\$91.10; Nasco Healthcare, Supplies-\$1,588.35; ND Country Fest, Ticket Sales-\$8,015.00; North Central Seed, Supplies-\$665.25; Northwest Pipe Fittings, Supplies-\$210.43; Northwestern Energy, Utilities-\$35,254.29; Pepsi Cola, Supplies-\$334.48; Porter Distributing, Supplies-\$112.75; Premier Pest Control, Maintenance-\$520.00; Pro Contracting, Training-\$5,608.17; Qualified Presort Service, Postage-\$577.03; Reel Sharp, Supplies-\$4,995.00; Rexwinkel Concrete, 2023-14 P.E. #1-\$74,980.95; Rinker Materials, Supplies-\$1,774.86; Runnings Supply, Supplies-\$2,040.39; S&M Printing, Supplies-\$72.00; Sanitation Products, Supplies-\$3,607.32; Schoenfelder Construction, 2022-26 P.E. #9-\$193,615.89; Scholastic Library Publish, Book-\$14.99; South Dakota Public Assurance Alliance, 2025 Insurance Coverage-\$558,797.67; South Dakota-Supplemental Retirement, Supplemental Retirement-\$3,350.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,372.50; Siteone Landscape Supply, Supplies-\$1,563.26; Soukup Construction, 2023-3 P.E. #7-\$78,028.42; SPN & Associates, 2021-45 P.E. #43-\$98,093.71; Standard Insurance, Life Insurance-\$433.48; Staples, Supplies-\$438.54; Steve Donovan, 2021-14 P.E. #13-\$3,544.24; Streicher's Minneapolis, Supplies-\$296.95; Sturdevants Auto Value, Supplies-\$3,739.19; Subway, Meals-\$62.93; Sun Gold Sports, Supplies-\$94.00; Teamsters Local No. 120, Union Dues-\$1,631.00; The Fire Group, Inspection-\$200.00; The Lodge at Deadwood, Travel-\$420.00; Thomas Holleman, Training-\$202.84; Thune True Value & Appliance, Supplies-\$823.47; Titan Machinery Mitchell, Supplies-\$141.91; TMA Stores, Repair-\$24.68; Traditions Prepared Meals, Contract Services-\$4,413.36; Traffic Control, Supplies-\$530.00; Transource, Supplies-\$761.17; Transwest Sioux Falls, Supplies-\$581.26; Tri M Tunes, Maintenance-\$640.00; United Parcel Service Store #4227, Shipping Charge-\$73.66; Vern Eide Chevrolet, Towing-\$245.00; Vestis, Mat Cleaning-\$345.40; Wanda Rambin, Refund-\$1,000.00; WS Construction Management, 2021-30 P.E. #10-\$51,992.81; Xtreme Fire Protection, Annual Inspection-\$200.00; Ellwein Brothers, Supplies-\$444.35

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

CITIZENS INPUT:

Karen Pooley of the Mitchell Food Pantry stated 242 Easter ham dinners were given away during the latest food drive.

Christian New introduced himself as the new executive director of the Prehistoric Indian Village.

Johanna Allen of the Mitchell Chamber and Convention and Visitors Bureau stated that this week is National Tourism Week.

Elizabeth Luczak of Mitchell Main Street & Beyond stated there were a record number of participants

for Ladies Day Out, First Fridays on May 2nd was a success, and the Dessert Rumble continues through May.

Mitchell resident, Tom Fergen, has many issues and concerns if and when the lake is drained.

MAYOR & CITY COUNCIL DISCUSSION ITEMS:

Council Member Tjarks asked Elizabeth Luczak of Mitchell Main Street & Beyond about the sponsorships for the Hope statue.

Council Member Bathke stated he was near Armour and seen water pipe being placed in the ground for the Randall Water pipeline.

BOARD OF ADJUSTMENT:

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

Moved by Goldammer, seconded by McCardle, to set date for May 19, 2025 on the application of the following:

Shayna Loecker for a conditional use permit to operate a family residential daycare located at 710 North Kittridge Street, legally described as Lot A in Block 2 of Robert Wilkinson's Addition, City of Mitchell, Davison County, South Dakota;

First Presbyterian Church for a conditional use permit to install and operate an electric message center in a residential district located at 500 East 5th Avenue, legally described as Lots 7-11, Block 8, C.S. Burr's Addition, City of Mitchell, Davison County, South Dakota;

Todd and Nancy Boyd for a front-yard variance of 24' vs 35' located at 155 South Harmon Drive, legally described as Lots 78 and 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;

Van Buskirk Homes LLC on behalf of Koch Premier Properties LLC for a conditional use permit for multi-family dwelling units between 5-12 units located at 1517 Lakeview Lane, legally described as Lots 9 and 10 of Lake Park Addition to the City of Mitchell in the SW ¼ of Section 10, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; and

Van Buskirk Homes LLC on behalf of Koch Premier Properties LLC for a conditional use permit for multi-family dwelling units between 5-12 units located in the 100 block of Lakeview Lane, legally described as Lot 13 of Lake Park Addition to the City of Mitchell in the SW ¼ of Section 10, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Motion carried.

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

PRESENTATION:

Mitchell resident, Roger Musick, presented information on visitor spending in the city of Mitchell. The information Musick presented distinguished spending between tourists and regional visitors and what the actual differences were between tourism months and non-tourism months.

CONSIDER APPROVAL:

Moved by Tjarks, seconded by McCardle, 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 14, 2025 for the 1st Annual Blarneys Amateur Baseball Classic. Motion carried.

Moved by Goldammer, seconded by Bathke, to approve the partial closure of the alley joining 6th and 7th avenues between Main and Rowley streets using option 1-jersey barriers or concrete retaining wall block at an estimated cost of \$4,000.00. Motion carried.

Moved by Tjarks, seconded by Goldammer, to approve Agreement #A2025-33, Water Modeling Continuing Services with AE2S in an amount not to exceed \$20,000.00. Motion carried.

Moved by Sabers, seconded by Tjarks, to approve Agreement #A2025-34, Hitchcock Tennis Courts with SPN & Associates, Project #2025-34, in an amount not to exceed \$52,700.00. Motion carried.

RESOLUTION:

Moved by McCardle, seconded by Bathke, to approve Resolution #R2025-31, Amending Water and Sewer Rates for 2025 by Implementing a Surcharge for CW-13, CW-15, and DW-08, as follows:

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	5 th 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	5 th Street Burr to Foster

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Barington, to approve Resolution #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, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Smith, to approve Resolution #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, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Sabers, to approve Resolution #R2025-32, Creating Tax Increment District #41 and Approving Project Plan, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Goldammer, to approve Resolution #R2025-33, Creating Tax Increment District #42 and Approving Project Plan, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Smith, to approve Resolution #R2025-34, Vacation of Public Rights-of-Way, 16 foot Alley in Bayside Overlook Subdivision (phase 1), as follows:

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 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; 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 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 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 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.

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.

Barington and Bathke abstained. Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Bathke, to approve Resolution #R2025-35, Plat of Lots A and B, a Subdivision of Lot 1 of the SE ¼ of Section 17, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Goldammer, to approve Resolution #R2025-36, Plat of Lot 2, Block 6 of the Woods First Addition, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Bathke, 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, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Tjarks, to approve Resolution #R2025-38, Property Annexation at 5213 Fiala Road, as follows:

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.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Tjarks, seconded by Barington, to place Ordinance #O2025-04, Providing for Staggering of Mayoral and City Council Elections on second reading. Motion carried. Moved by Smith, seconded by Goldammer, to adopt Ordinance #O2025-04, Providing for Staggering of Mayoral and City Council Elections, as follows:

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.

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

EXECUTIVE SESSION:

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

Mayor Hanson declared the board out of executive session at 8:38 p.m. and the City Council to reconvene in regular session at 8:39 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 4-28-25
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



Planning Commission 5-12-25
City Council Chambers, City Hall, 612 N. Main Street
May 12, 2025

1. Call to Order

Chairperson Genzlinger called the May 12, 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, Gunkel, Osterloo, Schreurs, Sonne.

Absent: Havlik, Schmitz.

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

3. Declaration Of Conflicts Of Interests

Sonne item #7.

4. Approve Agenda

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

5. Approval of Previous Minutes: April 28, 2025

Motion by Osterloo, seconded by Schreurs to approve the proposed minutes of the April 28, 2025 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: May 27, 2025

Motion by Sonne, seconded by Osterloo to set the date for the next Planning Commission Meeting for May 27, 2025. All present voting aye; motion carried.

7. Plan Approval: Jensen Capital & Development LLC

Jensen Capital & Development LLC would like to build some business suits or a contractor's storage yard. This is located at 1303 S Ohlman St and zoned Highway Oriented Business District. These would be called Lux Lockers. The intent is to build and sell individual units to the contractors. There would be an HOA for lawn care, parking lot maintenance and snow removal. SPN is working on the drainage plan for the project. An overall sight plan was provided as well as an individual first unit layout. The water and sewer would run along the north side of the property. The applicant was present to answer questions.

Jensed said he has owned the property for three years. There is easy access to I-90 from this location. This will be an independent business park. He has the first unit under contract.

Motion by Schreurs, seconded by Osterloo to approve the plan. Roll call vote: Genzlinger – aye, Gunkel – aye, Havlik – absent, Osterloo – aye, Schmitz – absent, Schreurs – aye, Sonne – abstain. 4 aye, 0 nay, 2 absent, 1 abstain; motion carried.

8. Conditional Use Permit: Shayna Loecker

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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. He received a complaint about a daycare being run without a Conditional Use Permit at this location. There was one response in favor with no comments that did not make the packet. Jenniges said that he talked to 1028 E 7th and 1015/1017 E 8th Ave, and they did not have an issue with the daycare. They both just had safety concerns with high school kids speeding in the area and the possibility of needing a fence. The applicant was not present to answer questions.

Traci Loecker stated she had just recently purchased the property and was there to represent her daughter, the applicant. She said they have not noticed any speeding traffic in the area but maybe a slowdown sign in the area could be possible. They have been cleaning up the property. They have taken down trees and are reseeding the grass. They have moved all the toys to the backyard and intend to put up a fence in the front yard and possibly the backyard.

Motion by Osterloo, seconded by Sonne to recommend approval of the conditional use with the following conditions; 1) the permit is non-transferable, 2) if the business ceases to operate for six months, then a new application would be required, 3) pass fire inspection. All present voting aye; motion carried.

9. Conditional Use Permit: First Presbyterian Church

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 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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one response in favor returned that made the packet and one that was in favor with no comment that did not make the packet. The applicant was not present to answer questions.

Jenniges said the applicant would like to replace the interior of one of their monument signs with an electric message center. Because it's in a residential zone, the sign code requires the CUP. The interior of the sign will be the same size as the existing box.

Motion by Osterloo, seconded by Schreurs to recommend approval of the conditional use. All

present voting aye; motion carried.

10. Rezone Hearing & Recommendation: Gold Key Properties LLC

Gold Key Properties LLC is requesting the following property legally described as; N 90' of Lot 3, plus the N 90' of the E 25' of Lot 4; the N 90' of Lot 5, plus the N 90' of the W 25' of Lot 4; and the S 76' of Lot 5, plus the S 76' of the W 12' of Lot 4, all in Block 2 of Home Park Original Addition, in the NE ¼ of Section 20-103-60, Davison County, SD; be changed from R4 High Density Residential District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

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 opposition that made the packet, but one response that didn't make the packet that is opposed to the rezone and was handed out at the meeting with drainage and flooding his property as a concern. This area was rezoned from TWC to R4 in 2014. The applicant was present to answer questions.

Pam Bathke stated she has a purchase agreement for the three parcels contingent on the rezone being approved. She believes the desired buyer would like to put storage units on the parcels similar to what is to the east. The rezones are contiguous to TWC zoning.

Osterloo questioned why it was rezoned in 2014 and Bathke answered that it was for them to be able to get a conventional mortgage on the dwelling unit. With it zoned as a commercial property, it could not. They are leaving the house portion of the property as R4 to not create any issues for mortgages in the future on the dwelling.

Schroeder said that because this land is not over an acre, a drainage plan would not be required however, any building permits would have to follow the city code and show a site plan for where drainage will go and follow all South Dakota laws. The board is looking at the rezone portion, not the building permit portion.

Motion by Osterloo, seconded by Sonne to recommend approval of the rezone. All present voting aye; motion carried.

11. Variance Permit: Todd & Nancy Boyd

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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one in favor that made the packet, one in favor with no comments that didn't make the packet and one in favor that didn't make the packet but with comments and was handed out at the meeting. The applicant was present to answer questions.

Jenniges reminded the board that the applicant had recently been awarded a rear yard setback (road side). They are presenting the same plan as previously, but from the drawings to the real world layout, something isn't laying out correctly to meet the setbacks. The

applicant was digging footings and piers for their deck with a roof and realized it was too close to the front setback and stopped work on that portion until they could figure out what the issue was. They have been looking at their options for changing their roof lines or to have a partial or no-covered roof over the deck like originally planned.

Todd Boyd said he agreed with what Jenniges presented and that they stopped work once they found the issue and are waiting to see how to proceed based on the outcome of the variance for the covered deck.

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

12. Conditional Use Permit: Koch Premeir Properties LLC

Van Buskirk Homes LLC, on behalf of Koch Premier Properties LLC, has applied for a conditional use permit for multifamily 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.

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 and one opposed that made the packet. Jenniges also said he talked with one of the neighbors who was questioning how many units at each location and wanted more information. The applicant was present to answer questions.

Jordan Hefner of Van Buskirk Homes LLC said this would be another four-unit ranch town home mirrored on the north side of the property and use the existing access.

Chet Edinger of 1524 Lakeview Ln has concerns about the layout and access to them. The current road is narrow and has no storm sewer. He would like to see a looped system from the property to the south into this one. He also questioned who the clientele would be for these townhomes as there are currently older people that rent them out.

Hefner said at this time there are no plans to connect the two properties with a concrete loop and this property would use the existing driveway access. He could not speak to who would be renting them.

Jenniges noted that this parcel is actually two lots and when it was proposed to be more than 4 units, the idea of splitting the two lots to not require a conditional use permit was thought of. However, the lot would not be wide enough for four units and require a variance, so the route of a conditional use was sought.

Genzlinger questioned if the city had looked at developing the street at all. Schroeder said there has been no request yet to develop the street. If they did, it would most likely be done as a special assessment and the abutting landowner would have to pay for everything except what was already there. The city would pay to put that back in because the landowners were already assessed for that portion of the street.

Motion by Schreurs, seconded by Genzlinger to recommend approval of the conditional use. Roll call vote: Genzlinger – aye, Gunkel – aye, Havlik – absent, Osterloo – aye, Schmitz –

absent, Schreurs – aye, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

13. Conditional Use Permit: Koch Premeir Properties LLC

Van Buskirk Homes LLC, on behalf of Koch Premier Properties LLC, has applied for a conditional use permit for multifamily 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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one response in favor and one opposed that made the packet. The applicant was present to answer questions.

Hafner stated this would be two four-unit ranch-style townhomes running north and south with a shared driveway access between the two buildings.

Motion by Osterloo, seconded by Schreurs to recommend approval of the conditional use. All present voting aye; motion carried.

14. Other Business:

None.

15. Public Input:

None.

16. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:38 P.M.

Kevin Genzlinger
Planning Commission Chairperson

Public Library Board of Trustees Minutes
City Council Chambers, City Hall, 612 N. Main Street
March 18, 2025

1. Call to Order

Board President Nath called the meeting to order at 5:15 p.m.

2. Roll Call

The following members were present in person: Dennis Nath, Deb Everson and Diana Goldammer. Board members Ann Temple, Emma Shears, and Susan Tjarks were excused. Also present was Kevin Kenkel, Library Director.

3. Approval of Agenda

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

4. Approval of Minutes

Board members reviewed the minutes from the January 28, 2025 board meeting. Motion by Everson, seconded by Goldammer, to approve these minutes. All members present voted "Aye". Motion passed.

5. Director's Report

Board members reviewed written reports and monthly statistics for February 2025. Kenkel provided additional comments regarding the written reports. Additional discussion about the 2025 Legislative session was held. Motion by Goldammer, seconded by Everson, to approve the director's report. All members present voted "Aye". Motion passed.

6. Financial Report & Approval of Bills

Board members reviewed the January and February 2025 bank statements and financial reports. Motion by Goldammer, seconded by Everson, to approve the financial reports. All members present voted "Aye". Motion passed.

7. Business Items

A. Review of 2024 Public Library Survey Responses

Board members reviewed the responses to the 2024 Annual Public Library Survey that is submitted to the South Dakota State Library. Board members commented on the variety of statistics that are collected for this survey. Board saw no items needing correction.

B. Action to Approve Funding Requests for March 2025

Kenkel presented three funding requests.

Program/Project	Requestor		Amount
Paint and supplies	Kevin Kenkel	\$	500.00
YA Summer Reading Grand Prize	Max Velasquez	\$	400.00
Magic Art Bus	Jean Patrick	\$	400.00
Total Requested:			\$ 1,300.00

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

C. Action to Approve Library Strategic Plan

Board members reviewed the proposed 2025-2028 Strategic Plan. Kenkel reviewed the plan and provided explanation regarding various items in the plan. Board members asked questions about a number of items. Kenkel explained that a number of items are already under way. Motion by Goldammer, seconded by Everson, to approve the 2025-2028 Strategic Plan. All members present voted "Aye". Motion passed.

8. Committee Reports

There were no committee reports.

9. Board Input

Goldammer thanked everyone on the Strategic Planning Committee for their work in creating the strategic plan.

10. Citizen's Input

No citizen's input was given.

11. Adjournment

Board members asked about training in April. Suggestions for training included a tour of updates to the library, training on how to check out materials, and having some sort of recognition for National Library Week. Kenkel will work with library staff to come up with a National Library Week recognition at which Board members can attend and participate.

The next Board of Trustees meeting is scheduled for May 20, 2025 at 5:15 p.m. in City Council Chambers at City Hall.

There being no further business, Nath declared the meeting adjourned at 6:24 p.m.



Community Services Board
City Council Chambers, City Hall, 612 N. Main Street
May 8, 2025

1. Call To Order

No Quorum

2. Roll Call

Members Present: Jay Larson, Cole Morgan, Kristi Bitterman, and Sarah Beckstrom

Members Absent: Penny Virchow, Wendy Linke, Jan Quenzer, and Al Jacklin

ExpOfficio Member Present: John Doescher

Staff Present: Jessica Pickett and Amy Hurt

3. Approval of the Agenda

No Quorum

4. Approve Minutes from Previous Meeting

No Quorum

5. Palace Transit Asset Inspection Report 2025

SD DOT staff visited Palace Transit in Mitchell on February 6th, 2025 to perform onsite inspections. Palace Transit passed inspections of the buses, garage, and drive-up window.

6. Transit Rider Appeal

Harley Johnson was declined transportation due to incidents that occurred in 2021. Since that time, her behavior has improved. An appeal was made by her mom to give her another chance. Due to a lack of a quorum, we could not vote on the appeal. We will contact the board members about doing a special vote either by email or phone.

7. Transit Capital Grant Application

The Transit Capital Grant Application was approved by Mitchell City Council on March 17th, 2025. The grant application was for \$741,800.

8. Transit 5311 Tittle IIIB Grant Application

The Transit 5311 Title IIIB Grant Application was approved by Mitchell City Council on April 21st, 2025. The grant application is for \$1,537,902.90, which is used for operating and administrative expenses for elderly services provided by Palace Transit.

9. Transit Day at the Capital

Jessica attended Transit Day at the Capital on January 29th, 2025. Transit directors got a chance to talk with the legislators on any transit issues.

10. New Staff

New hires are Jordon Sehnert as the Palace Transit Operations Supervisor, Betty Anderson as the part-time JVCC Coordinator, part-time bus operators, and part-time Nutrition Site Coordinators.

11. Palace Transit Operator Manual

The Palace Transit Operator Manual has been updated and given to all the drivers. The policy goes over operator requirements, training, policies, inspections, end of shift duties, passenger operating guidelines, disorderly passengers, and service animals.

12. Palace Transit Brochure

The Palace Transit Brochure was updated with QR Codes for the Palace Transit App, and the pictures have been updated.

13. Parkston Nutrition Update

Due to the Parkston Adult Nutrition Site closure, and no options for another site, the State has approved our request to remove Parkston as a site. In the future, if a site is found, we will reopen the program in Parkston. Clients have been going to Tripp or Mitchell for meals.

14. Potential New Nutrition Site

The state has approached us about taking on an Adult Nutrition Site in Canistota. We have contacted the owners and expressed our interest in opening a site there.

15. Nutrition Application 2025-2026

The 2025-2026 Nutrition Application was submitted and approved by Mitchell City Council on March 17th, 2025. We have projected to serve 72,000 meals, which would include taking over the home-delivered meals in Mitchell.

16. JVCC Food Safety Inspection

The JVCC Food Safety Inspection was done on February 2nd, 2025. We received a 100% with no issues found.

17. JVCC Bingo Callers

The James Valley Community Center is looking for volunteers for bingo on the 1st and 3rd Tuesday and 2nd and 4th Thursday of every month. They are in need of bingo callers and cashiers. The board members were asked to get the word out.

18. Red Cross Shelter Agreement

The James Valley Community Center, along with the Corn Palace, and Mitchell Rec Center,

were approved on March 17th by the Mitchell City Council as a Red Cross Shelter.

19. Mitchell Coalition on Aging

The Mitchell Coalition on Aging is a new networking group that works with the elderly in the community. The meetings will be held on the 2nd Thursday of every month. Jessica attended the first meeting on May 2nd.

20. JVCC Quilt

The JVCC Quilters were brought a quilt to finish that was purchased at a sale. The quilt ended up with a very interesting story that Office Assistant Pam VanOverschelde found by researching the name on the quilt. She tracked down the family of the women that started the quilt. With the unique story about the quilt and the woman, the Mitchell Daily Republic published a great story. The story ended up being published in Miami and Beverly Hills.

21. United Way Applications

The 2025-2026 United Way Applications for Adult Nutrition, Mitchell Volunteer Program, and the James Valley Community Center have been submitted. Copies of the application were given to the board members.

22. Citizens Input

No citizens input to record.

23. Department Reports & Updates

A. Palace Transit

The year-to-date Ridership Report for December, January, February, and March was given to the board members. The report breaks down the rides by special emphasis on elderly riders, handicap riders, school-age riders, and general public riders. The reports also break down the education, employment, medical, nutrition, shopping, social/recreational, and same-day rides.

B. Adult Nutrition

Board members were given the January, February, and March Nutrition Reports. For this fiscal year we are down to last year and to projection. Meal counts are down due to the closing of the Parkston site. The Second Meal Program and the Dine Card have both seen an increase in the last few months.

C. Mitchell Volunteer Program - MVP

We currently have 129 volunteers in the Mitchell Volunteer Program. The report given to the board members shows the non-profits in the community that the volunteers helped in January through April.

D. James Valley Community Center - JVCC

The JVCC Activity Calenders for January through May were given to the board members to

show the activities that have been going on. A few activities coming up are game day, pool tournament, and a bus tour.

24. Next Meeting

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

25. Adjournment

No adjournment was done due to lack of a quorum.

CITY OF MITCHELL																
1ST & 2ND PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2011+	4,750,000	4,916,440.28	3.66	250,103.91	365,260.54	382,726.95	412,828.04	393,665.81	369,634.88	432,490.26	545,861.28	329,552.31	385,888.30	469,123.49	579,304.51	
2012	4,975,000	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53	
2013	5,228,000	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15	
2014	5,375,000	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65	
2015	5,375,000	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07	
2016	5,590,000	5,471,800.14	(1.59)	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	491,896.66	386,211.17	642,226.06	
2017	5,590,000	5,472,944.38	0.02	314,226.16	439,907.44	414,473.29	428,428.32	360,943.07	383,528.56	703,067.14	450,666.82	565,721.51	395,455.72	467,453.85	549,072.50	
2018	5,471,800	5,724,840.89	4.60	383,276.70	505,707.15	447,184.03	402,686.59	443,340.74	283,989.97	720,544.06	546,190.43	527,070.30	378,035.60	429,741.17	657,074.15	
2019	5,521,800	5,645,323.19	(1.39)	380,964.38	475,050.96	439,829.32	286,501.27	595,560.40	226,352.24	617,301.74	648,368.69	463,520.66	487,890.04	535,978.36	488,005.13	
2020	5,378,333	5,615,768.74	(0.52)	482,425.98	401,397.66	398,890.87	476,968.75	422,410.65	154,761.72	820,662.75	494,907.24	464,629.72	520,474.40	441,945.44	536,293.56	
2021	5,593,333	6,187,725.34	10.18	504,793.07	370,090.20	389,887.56	596,963.70	510,380.97	148,174.57	935,626.32	509,241.13	581,897.23	540,337.38	461,781.44	638,551.77	
2022	5,715,769	6,775,812.09	9.50	583,303.14	371,021.69	530,565.79	581,055.46	484,781.15	556,110.56	656,824.67	536,419.86	653,776.19	614,839.88	529,332.04	677,781.66	
2023	5,900,000	7,250,061.70	7.00	540,211.39	535,030.61	518,010.54	587,336.88	552,642.54	569,536.97	740,477.38	532,185.96	721,465.80	595,898.42	622,051.08	735,214.13	
2024	6,526,817	7,658,645.68	5.64	523,359.33	671,681.61	560,936.87	521,925.50	716,780.80	287,271.97	875,526.51	801,243.12	615,917.54	672,847.10	735,394.79	675,760.54	Monthly
				523,359.33	1,195,040.94	1,755,977.81	2,277,903.31	2,994,684.11	3,281,956.08	4,157,482.59	4,958,725.71	5,574,643.25	6,247,490.35	6,982,885.14	7,658,645.68	YTD
						1,836,550.27			607,818.80			0.00			0.00	Quarter
2025	6,716,495	2,444,369.07	7.31	649,870.29	634,870.82	551,809.16	607,818.80									Monthly
				649,870.29	1,284,741.11	1,836,550.27	2,444,369.07	2,444,369.07	2,444,369.07	2,444,369.07	2,444,369.07	2,444,369.07	2,444,369.07	2,444,369.07	2,444,369.07	YTD
				24.17%	7.51%	4.59%	7.31%									YTD %
+	Adjusted for Sales Tax Repayment to the City of Mitchell from the Dept. of Revenue in the amount of \$179,411.96 (\$89,705.98 per penny).															

CITY OF MITCHELL															
3RD PENNY SALES TAX															
MONTHLY COLLECTION HISTORY															
YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2011	633,000	656,532.15	(1.21)	26,671.51	39,718.12	52,305.37	38,082.17	55,190.54	43,028.14	60,191.20	88,869.14	59,330.81	63,627.23	61,965.11	67,552.81
2012	685,000	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15
2013	698,000	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53
2014	722,000	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95
2015	722,000	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53
2016	750,000	793,240.17	2.93	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	89,887.83	68,789.53	81,329.13
2017	680,000	790,107.66	(0.39)	40,489.65	56,521.74	50,677.06	61,899.68	49,494.55	58,254.78	101,128.39	68,449.71	99,641.56	64,528.02	65,496.74	73,525.78
2018	820,000	789,559.57	(0.07)	41,017.18	62,200.06	60,841.78	50,561.37	49,355.07	43,471.88	107,048.99	85,942.83	85,336.14	55,490.48	63,417.12	84,876.67
2019	790,000	833,576.12	5.57	51,576.74	62,859.78	59,877.64	39,434.95	78,468.82	37,515.98	89,755.78	102,353.23	88,685.77	76,541.45	80,242.70	66,263.28
2020	790,000	755,428.66	(9.37)	59,397.75	56,494.36	56,549.98	60,882.27	40,520.39	22,918.06	96,077.01	74,822.08	75,068.34	83,093.78	57,532.07	72,072.57
2021	650,000	929,153.77	23.00	55,833.11	50,072.02	52,153.92	82,977.05	65,403.88	31,383.95	141,572.27	88,289.63	115,642.67	86,501.58	70,472.20	88,851.49
2022	755,000	974,002.42	4.83	69,159.45	43,370.47	71,726.38	88,038.67	65,622.79	79,575.08	101,833.57	86,884.13	111,617.49	86,439.65	81,092.65	88,642.09
2023	845,000	974,198.96	0.02	58,654.19	75,561.41	64,984.79	70,927.22	60,049.02	79,488.38	103,248.21	77,102.98	125,332.71	81,233.49	85,474.21	92,142.35
2024	929,195	1,034,854.90	6.23	61,771.89	83,007.31	62,861.51	56,488.20	92,082.15	46,335.69	119,713.09	118,739.00	99,474.20	100,572.32	108,687.09	85,122.45
				61,771.89	144,779.20	207,640.71	264,128.91	356,211.06	402,546.75	522,259.84	640,998.84	740,473.04	841,045.36	949,732.45	1,034,854.90
						238,539.31			81,432.06			0.00			0.00
2025	975,000	319,971.37	21.14	75,709.81	88,295.13	74,534.37	81,432.06								
				75,709.81	164,004.94	238,539.31	319,971.37	319,971.37	319,971.37	319,971.37	319,971.37	319,971.37	319,971.37	319,971.37	319,971.37
				22.56%	13.28%	14.88%	21.14%								
															YTD %

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: APRIL 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>GENERAL</u>					
101-102 CASH CHANGE	200.00	0.00	0.00	200.00	0.00
101-1021 CASH CHANGE-PS	200.00	0.00	0.00	200.00	0.00
101-103 CASH CHANGE-FINANCE	300.00	0.00	0.00	300.00	0.00
101-104 CASH IN INT BEARING ACCTS	20,134,569.67	14,069,418.10	(24,004,449.88)	10,199,537.89	(9,935,031.78)
101-1044 INVESTMENT-FIT	408,022.83	5,390.33	0.00	413,413.16	5,390.33
101-1046 ASSIGN CASH-LAKE MITCH IMPROV	4,684,100.00	0.00	(4,684,100.00)	0.00	(4,684,100.00)
101-10465DESIGNATED CASH-VETERAN'S PARK	38,874.49	0.00	0.00	38,874.49	0.00
101-10467ASSIGNED CASH-CAPITAL PROJECTS	0.00	5,750,000.00	0.00	5,750,000.00	5,750,000.00
101-10471ASSIGNED CASH-MIT TOWNSHIP	61,635.00	0.00	0.00	61,635.00	0.00
101-10472ASSIGNED CASH-SAT FIRE STAT	40,166.21	0.00	0.00	40,166.21	0.00
101-10473ASSIGNED CASH-LAKE SHORE STABI	0.00	0.00	0.00	0.00	0.00
101-10474ASSIGNED CASH-JETTY/BOAT DOCKS	0.00	0.00	0.00	0.00	0.00
101-10475ASSIGNED CASH-ASSESSMENTS	500,000.00	0.00	0.00	500,000.00	0.00
101-1048 ASSIGNED CASH-EMS EQUIP REPL	0.00	0.00	0.00	0.00	0.00
101-1049 ASSIGNED CASH-27TH PAYROLL	0.00	0.00	0.00	0.00	0.00
101-1051 CERTIFICATE OF DEPOSIT-FIT	0.00	0.00	0.00	0.00	0.00
101-1053 CERT OF DEPOSIT-GENERAL FUND	750,000.00	0.00	0.00	750,000.00	0.00
101-1054 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1076 RESTRICTED SAVINGS-BID #2/SA	0.00	0.00	0.00	0.00	0.00
101-1077 RESTRICTED-CLFRF FUNDS	0.00	0.00	0.00	0.00	0.00
101-1079 RESTRICTED-STP PURPOSES	53,581.71	0.00	0.00	53,581.71	0.00
TOTAL 101-GENERAL	26,671,649.91	19,824,808.43	(28,688,549.88)	17,807,908.46	(8,863,741.45)
 <u>PARK FUND</u>					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	860,868.93	4,090,105.51	(1,263,694.81)	3,687,279.63	2,826,410.70
201-1045 DESIGNATED CASH-SKATEPARK	0.00	0.00	0.00	0.00	0.00
201-1046 DESIGNATED CASH-CADWELL	0.00	0.00	0.00	0.00	0.00
201-1047 DESIGNATED CASH-CAP IMPROV FEE	11,823.09	0.00	0.00	11,823.09	0.00
201-1048 DESIGNATED-LIFEQUEST	99,907.07	0.00	0.00	99,907.07	0.00
201-1049 DESIGNATED-DISC GOLF	0.00	970.00	0.00	970.00	970.00
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	973,109.09	4,091,075.51	(1,263,694.81)	3,800,489.79	2,827,380.70
 <u>CORN PALACE FUND</u>					
202-102 ATM CASH CHANGE	0.00	0.00	0.00	0.00	0.00
202-1021 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
202-104 CASH IN INT BEARING ACCTS	0.00	3,430.85	(3,430.85)	0.00	0.00
202-1074 DESIGNATED-PRE STURGIS PARTY	0.00	0.00	0.00	0.00	0.00
TOTAL 202-CORN PALACE FUND	0.00	3,430.85	(3,430.85)	0.00	0.00

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: APRIL 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>LAKE MITCHELL</u>					
203-104 CASH IN INT BEARING ACCTS	<u>4,031,927.21</u>	<u>5,072,524.91</u>	<u>(1,843,469.65)</u>	<u>7,260,982.47</u>	<u>3,229,055.26</u>
TOTAL 203-LAKE MITCHELL	4,031,927.21	5,072,524.91	(1,843,469.65)	7,260,982.47	3,229,055.26
<u>BUSINESS IMPROV DIST #4</u>					
209-104 CASH IN INT BEARING ACCTS	<u>268,612.50</u>	<u>66,239.00</u>	<u>(68,245.00)</u>	<u>266,606.50</u>	<u>(2,006.00)</u>
TOTAL 209-BUSINESS IMPROV DIST #4	268,612.50	66,239.00	(68,245.00)	266,606.50	(2,006.00)
<u>ENTERTAINMENT TAX</u>					
211-104 CASH IN INT BEARING ACCTS	<u>1,058,380.01</u>	<u>337,887.88</u>	<u>(1,112,681.66)</u>	<u>283,586.23</u>	<u>(774,793.78)</u>
211-1041 ASSIGNED CASH-STREETSCAPE	<u>10,567.94</u>	<u>0.00</u>	<u>0.00</u>	<u>10,567.94</u>	<u>0.00</u>
211-1042 ASSIGNED-CP PLAZA EXPANSION	<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>0.00</u>
211-1043 ASSIGNED CASH-CP CAP IMP FACIL	<u>0.00</u>	<u>600,000.00</u>	<u>0.00</u>	<u>600,000.00</u>	<u>600,000.00</u>
211-107 RESTRICTED CASH-BONDS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 211-ENTERTAINMENT TAX	1,168,947.95	937,887.88	(1,112,681.66)	994,154.17	(174,793.78)
<u>BUSINESS IMPROV DIST #3</u>					
213-104 CASH IN INT BEARING ACCTS	<u>88,486.90</u>	<u>4,324.44</u>	<u>(60,538.22)</u>	<u>32,273.12</u>	<u>(56,213.78)</u>
TOTAL 213-BUSINESS IMPROV DIST #3	88,486.90	4,324.44	(60,538.22)	32,273.12	(56,213.78)
<u>E-911 EMERGENCY</u>					
214-104 CASH IN INT BEARING ACCTS	<u>1,016,807.58</u>	<u>488,902.82</u>	<u>(307,127.15)</u>	<u>1,198,583.25</u>	<u>181,775.67</u>
TOTAL 214-E-911 EMERGENCY	1,016,807.58	488,902.82	(307,127.15)	1,198,583.25	181,775.67
<u>SPECIAL ASSESS REVOLVING</u>					
216-104 CASH IN INT BEARING ACCTS	<u>176,915.99</u>	<u>0.00</u>	<u>0.00</u>	<u>176,915.99</u>	<u>0.00</u>
TOTAL 216-SPECIAL ASSESS REVOLVING	176,915.99	0.00	0.00	176,915.99	0.00
<u>COMMUNITY SERVICES</u>					
218-102 CASH CHANGE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
218-104 CASH IN INT BEARING ACCTS	<u>119,498.91</u>	<u>595,577.95</u>	<u>(466,974.76)</u>	<u>248,102.10</u>	<u>128,603.19</u>
218-1045 DESIGNATED CASH-IMPROVEMENTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 218-COMMUNITY SERVICES	119,498.91	595,577.95	(466,974.76)	248,102.10	128,603.19
<u>NUTRITION</u>					
219-102 CASH CHANGE	<u>25.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25.00</u>	<u>0.00</u>
219-104 CASH IN INT BEARING ACCTS	<u>278,444.89</u>	<u>112,480.15</u>	<u>(122,983.06)</u>	<u>267,941.98</u>	<u>(10,502.91)</u>
TOTAL 219-NUTRITION	278,469.89	112,480.15	(122,983.06)	267,966.98	(10,502.91)
<u>LIBRARY FINES FUND</u>					
226-104 CASH IN INT BEARING ACCTS	<u>107,012.15</u>	<u>15,002.65</u>	<u>(5,744.79)</u>	<u>116,270.01</u>	<u>9,257.86</u>
TOTAL 226-LIBRARY FINES FUND	107,012.15	15,002.65	(5,744.79)	116,270.01	9,257.86

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: APRIL 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>AIRPORT</u>					
230-104 CASH IN INT BEARING ACCTS	<u>116,320.93</u>	<u>428,804.03</u>	<u>(193,978.40)</u>	<u>351,146.56</u>	<u>234,825.63</u>
TOTAL 230-AIRPORT	116,320.93	428,804.03	(193,978.40)	351,146.56	234,825.63
<u>DEBT SER-TID #7 WSTWD ADD</u>					
303-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 303-DEBT SER-TID #7 WSTWD ADD	0.00	0.00	0.00	0.00	0.00
<u>DEBT SER-TID #8 CONF CTR</u>					
304-104 CASH IN INT BEARING ACCTS	<u>75,533.49</u>	<u>23,740.00</u>	<u>(82,500.00)</u>	<u>16,773.49</u>	<u>(58,760.00)</u>
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	75,533.49	23,740.00	(82,500.00)	16,773.49	(58,760.00)
<u>DEBT SERV-TID #9 VANTAGE</u>					
305-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	0.00	0.00	0.00	0.00
<u>TID #14 - PEPSI WIS-PAK</u>					
308-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>63,879.68</u>	<u>0.00</u>	<u>63,879.68</u>	<u>63,879.68</u>
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	63,879.68	0.00	63,879.68	63,879.68
<u>TID #15 - PROBUILD</u>					
309-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 309-TID #15 - PROBUILD	0.00	0.00	0.00	0.00	0.00
<u>TID #16 - INNOVATIVE SYS</u>					
310-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 310-DEBT SERV-TID #16-INNOVAT	0.00	0.00	0.00	0.00	0.00
<u>TID #17 - WOODS ADDITION</u>					
311-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 311-DEBT SERV-TID #17-WOODS	0.00	0.00	0.00	0.00	0.00
<u>TIE #18 - STARLITE ESTAT</u>					
312-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 312-TID #18-STARLITE ESTATES	0.00	0.00	0.00	0.00	0.00
<u>TID #19 - ANTACH/MHA</u>					
313-104 CASH IN INT BEARING ACCTS	<u>12,584.43</u>	<u>0.00</u>	<u>(12,584.43)</u>	<u>0.00</u>	<u>(12,584.43)</u>
TOTAL 313-TID #19 ANTACH/MHA	12,584.43	0.00	(12,584.43)	0.00	(12,584.43)
<u>TID #20 - MORRIS</u>					
314-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>14,043.80</u>	<u>0.00</u>	<u>14,043.80</u>	<u>14,043.80</u>
TOTAL 314-TID #20-MORRIS	0.00	14,043.80	0.00	14,043.80	14,043.80

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: APRIL 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>TID #21 - HOHN ENTERPR.</u>					
315-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 315-TID #21 HOHN ENTERPRISES	0.00	0.00	0.00	0.00	0.00
<u>TID #22 - KUSTOM CYCLES</u>					
316-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 316-TID#22-KUSTOM CYCLES	0.00	0.00	0.00	0.00	0.00
<u>TID #24 - PERFORMANCE PET</u>					
318-104 CASH IN INT BEARING ACCTS	0.00	96,310.49	0.00	96,310.49	96,310.49
TOTAL 318-TID #24-PERFORMANCE PET	0.00	96,310.49	0.00	96,310.49	96,310.49
<u>TID #26 - WESTERN BLDG</u>					
319-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 319-TID #26-WESTERN BUILDING	0.00	0.00	0.00	0.00	0.00
<u>TID #27 - FIALA HOUSING</u>					
320-104 CASH IN INT BEARING ACCTS	1,049.76	2,555.57	0.00	3,605.33	2,555.57
TOTAL 320-TID#27-FIALA HOUSING	1,049.76	2,555.57	0.00	3,605.33	2,555.57
<u>TID #28 - FLATS ON HAVENS</u>					
321-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 321-TID #28-FLATS ON HAVENS	0.00	0.00	0.00	0.00	0.00
<u>TID #29 - WOOLWORTH</u>					
322-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 322-TID #29-WOOLWORTH	0.00	0.00	0.00	0.00	0.00
<u>TID #30 - SHARPSTONE</u>					
323-104 CASH IN INT BEARING ACCTS	101.37	0.00	0.00	101.37	0.00
TOTAL 323-TID #30-SHARPSTONE	101.37	0.00	0.00	101.37	0.00
<u>TID #31 - 15TH STREET</u>					
324-104 CASH IN INT BEARING ACCTS	0.00	1,776.90	0.00	1,776.90	1,776.90
TOTAL 324-TID #31-15TH STREET	0.00	1,776.90	0.00	1,776.90	1,776.90
<u>INDOOR SWIMMING POOL</u>					
350-104 CASH IN INT BEARING ACCTS	633,610.17	16,500.00	0.00	650,110.17	16,500.00
TOTAL 350-INDOOR SWIMMING POOL	633,610.17	16,500.00	0.00	650,110.17	16,500.00
<u>WATER</u>					
602-104 CASH IN INT BEARING ACCTS	9,056,450.00	2,072,319.56	(1,188,799.48)	9,939,970.08	883,520.08
602-1072 WATER OPERATING CERT OF DEPOSI	0.00	0.00	0.00	0.00	0.00
TOTAL 602-WATER	9,056,450.00	2,072,319.56	(1,188,799.48)	9,939,970.08	883,520.08

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: APRIL 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>SEWER</u>					
604-104 CASH IN INT BEARING ACCTS	4,052,234.07	9,335,006.21	(8,776,850.95)	4,610,389.33	558,155.26
604-10701DESIGNATED CASH-STORM SEWER	0.00	0.00	0.00	0.00	0.00
604-1071 RESTRICTED CASH-SEWER REPLACE	0.00	0.00	0.00	0.00	0.00
TOTAL 604-SEWER	4,052,234.07	9,335,006.21	(8,776,850.95)	4,610,389.33	558,155.26
<u>AIRPORT</u>					
606-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 606-AIRPORT	0.00	0.00	0.00	0.00	0.00
<u>SANITATION</u>					
612-102 CASH CHANGE	300.00	0.00	0.00	300.00	0.00
612-104 CASH IN INT BEARING ACCTS	3,372,869.97	844,856.51	(2,495,066.79)	1,722,659.69	(1,650,210.28)
612-1041 LANDFILL CLOSURE RESERVES	0.00	0.00	0.00	0.00	0.00
612-1042 MRLF CLOSURE/POST CLOSURE RESE	0.00	0.00	0.00	0.00	0.00
612-1043 MRLF CELL CONSTRUCTION RESERVE	0.00	0.00	0.00	0.00	0.00
612-1046 INVESTMENT FOR LF POST-CLOSURE	678,720.19	1,109.70	0.00	679,829.89	1,109.70
612-1047 INVESTMENT FOR MRLF CL/POST-C	978,219.87	10,175.91	0.00	988,395.78	10,175.91
612-1071 RESTRICTED CASH-2004 RLFL #1	13,622.00	0.00	0.00	13,622.00	0.00
612-1072 RESTRICTED CASH-2004 RLFL #2	14,318.00	0.00	0.00	14,318.00	0.00
TOTAL 612-SANITATION	5,058,050.03	856,142.12	(2,495,066.79)	3,419,125.36	(1,638,924.67)
<u>CORN PALACE</u>					
613-102 ATM CASH CHANGE	10,000.00	0.00	0.00	10,000.00	0.00
613-1021 CASH CHANGE	6,620.00	0.00	0.00	6,620.00	0.00
613-104 CASH IN INT BEARING ACCTS	314,338.73	1,307,976.83	(488,754.29)	1,133,561.27	819,222.54
613-1072 DESIGNATED CP TILES-PHASE 2	0.00	0.00	0.00	0.00	0.00
613-1073 DESIGNATED FOR CAPITAL IMPROVE	0.00	0.00	0.00	0.00	0.00
613-1074 DESIGNATED-PRE STURGIS PARTY	6,906.32	0.00	0.00	6,906.32	0.00
TOTAL 613-CORN PALACE	337,865.05	1,307,976.83	(488,754.29)	1,157,087.59	819,222.54
<u>GOLF COURSE</u>					
614-104 CASH IN INT BEARING ACCTS	414,652.02	533,087.35	(708,527.84)	239,211.53	(175,440.49)
614-1045 DESIGNATED-CART REPLACEMENT	0.00	50,000.00	0.00	50,000.00	50,000.00
614-1046 DESIGNATED-PHASE III	0.00	250,000.00	0.00	250,000.00	250,000.00
TOTAL 614-GOLF COURSE	414,652.02	833,087.35	(708,527.84)	539,211.53	124,559.51
<u>CAMPGROUND</u>					
619-102 CASH CHANGE	100.00	0.00	0.00	100.00	0.00
619-104 CASH IN INT BEARING ACCTS	218,359.09	25,364.20	(51,818.51)	191,904.78	(26,454.31)
TOTAL 619-CAMPGROUND	218,459.09	25,364.20	(51,818.51)	192,004.78	(26,454.31)

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: APRIL 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>EMERGENCY MEDICAL SERVICE</u>					
621-104 CASH IN INT BEARING ACCTS	591,209.08	1,175,403.43	(664,624.10)	1,101,988.41	510,779.33
621-1045 ASSIGNED CASH-AMBULANCE REPL	0.00	0.00	0.00	0.00	0.00
621-1046 ASSIGNED CASH-UTV	0.00	0.00	0.00	0.00	0.00
TOTAL 621-EMERGENCY MEDICAL SERVICE	591,209.08	1,175,403.43	(664,624.10)	1,101,988.41	510,779.33
 <u>HEALTH INSURANCE</u>					
652-104 CASH IN INT BEARING ACCTS	4,574,665.08	1,345,668.60	(1,067,271.35)	4,853,062.33	278,397.25
TOTAL 652-HEALTH INSURANCE	4,574,665.08	1,345,668.60	(1,067,271.35)	4,853,062.33	278,397.25
 <u>AGENCY FUNDS</u>					
700-104 CASH IN INT BEARING ACCTS	0.00	338,597.86	(338,597.86)	0.00	0.00
700-1041 BID DEPOSITS	55,800.00	8,000.00	(2,000.00)	61,800.00	6,000.00
700-10411CORN PALACE GAMES	22,395.57	105,915.52	(105,718.55)	22,592.54	196.97
700-1042 REVENUE FOR STATE	24,564.56	59,686.52	(56,947.39)	27,303.69	2,739.13
700-1044 PARKS & RECREATION	3,627.46	0.00	0.00	3,627.46	0.00
700-1045 MCSF ROUND-UP	730.74	329.88	0.00	1,060.62	329.88
700-1050 PUBLIC SAFETY-DARE	1,365.29	0.00	0.00	1,365.29	0.00
TOTAL 700-AGENCY FUNDS	108,483.62	512,529.78	(503,263.80)	117,749.60	9,265.98
 <u>SPECIAL ASSESSMENT-710</u>					
710-104 CASH IN INT BEARING ACCTS	574,489.22	10,317.11	0.00	584,806.33	10,317.11
TOTAL 710-SPECIAL ASSESSMENT-710	574,489.22	10,317.11	0.00	584,806.33	10,317.11
 <u>2011 STREET CONST</u>					
724-104 CASH IN INT BEARING ACCTS	267,050.11	1,528.74	0.00	268,578.85	1,528.74
TOTAL 724-STREET CONSTRUCTION	267,050.11	1,528.74	0.00	268,578.85	1,528.74
 <u>FLEXIBLE SPENDING ACCT</u>					
753-104 CASH IN INT BEARING ACCTS	0.00	37,243.62	(64,201.32)	(26,957.70)	(26,957.70)
TOTAL 753-FLEXIBLE SPENDING ACCT	0.00	37,243.62	(64,201.32)	(26,957.70)	(26,957.70)
GRAND TOTAL	60,994,245.60	49,372,452.61	(50,241,681.09)	60,125,017.12	(869,228.48)
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*** END OF REPORT ***

Date:
 To: Mayor & City Council
 Re: April 2025 Building Permits



	Permit #	Name	Address	Building	Contractor	Cost	Fee	Category
1	15402	Doug Greenway	950 Carl Rd.	Shed addn.	ECL	\$ 17,850.00	\$ 120.00	Garages/Sheds
2	15403	Krall Eye Clinic	1415 N. Sanborn St.	Comm. Addn.	Bill Pitz	\$ 510,000.00	\$ 2,040.00	Commercial Additions
3	15404	Jeff & Michelle Loecker	705 Doris Dr.	Finish Basement	Twisted Tiimber	\$ 2,800.00	\$ 40.00	Residential Additions
4	15405	Greg Tilberg	119 W. Elm	30'x60' shed	Groeneweg Const.	\$ 60,000.00	\$ 313.00	Garages/Sheds
5	15406	Bill Wittstruck	316 Hackberry	Reside\windows	Sexton Const.	\$ 35,000.00	\$ 20.00	Re-roof/shingle
6	15407	Mark Wiess	1110 S. Rowley St.	unattatched garage	Home Tech	\$ 26,400.00	\$ 180.00	Garages/Sheds
7	15408	Anns Fernholz	812 E. 5th Ave.	unattatched garage	Klinger	\$ 13,000.00	\$ 105.00	Garages/Sheds
8	15409	Ron Kristensen	2500 E. 1st. Ave	50x72 storage shed	Ryan Baker	\$ 62,500.00	\$ 473.00	Garages/Sheds
9	15410	Mitchell Tech.	1800 E. Spruce St.	(2) 20x32 Storage Sheds	MTC	\$ 21,120.00	\$ 150.00	Garages/Sheds
10	15411	Kyle Lacher	1420 E. Hanson Ave.	unattatched garage	Brandon Young	\$ 41,000.00	\$ 242.00	Garages/Sheds
11	15412	Ethan Lumber	2808 Cottonwood Cr.	4 Plex	ECL	\$ 429,500.00	\$ 1,258.00	4 Plex
12	15413	Brandon Sigmund	1311 N. Ridge Rd.	unattatched garage	H-T Const.	\$ 45,000.00	\$ 260.00	Garages/Sheds
13	15414	Roger Jennings	701 W. 5th Ave.	Rework home	Mike Baldwin	\$ 45,800.00	\$ 265.00	Residential Additions
14	15415	Avera Queen of Peace Hosp.	525 N. Foster St.	Rework Clinic	Journey Const.	\$ 743,360.00	\$ 2,769.00	Commercial Additions
15	15416	Tod and Teresa Shannon	1504 Kemper Ave.	Reroof home	TW Roofing	\$ 20,000.00	\$ 20.00	Re-roof/shingle
16	15417	Mitchell Tech.	1527 E. 8th Ave.	New Home	MTC	\$ 199,000.00	\$ 681.00	New Residential
17	15418	Randy Dorale	3210 N. Main St.	unattatched garage	Owner	\$ 7,950.00	\$ 35.00	Garages/Sheds
18	15419	Jeff and Susan Larson	916 Mitchell Blvd.	Home Add.	Troyer	\$ 18,000.00	\$ 135.00	Residential Additions
19	15420	Platinum MT LLC.	605 S. Sanborn	Rework Space	H-T Const.	\$ 25,000.00	\$ 252.00	Commercial Additions
20	15421	Mike Larson	408 N. Foster St.	New Home	Builders 1st. Source	\$ 80,090.00	\$ 381.00	New Residential
21	15422	Doug Deward	515 S. Iowa St.	Reroof home	CE Const.	\$ 11,000.00	\$ 20.00	Re-roof/shingle
22	15423	Olynn Erickson	1305 E. Hanson	Reroof home	CE Const.	\$ 7,600.00	\$ 20.00	Re-roof/shingle
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
Total						\$ 2,421,970.00	\$ 9,779.00	

Sincerely,
 John D. Hegg

Building Official

MITCHELL POLICE DEPARTMENT

ACTIVITY REPORT FOR APRIL 2025

APR 2024	APR 2025	YEAR TO DATE 2025
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CALLS			
Calls for Service (6 Counties)	621	657	2,671
Calls for Service (City of Mitchell)	819	795	2,999
Case Reports Written (City Mitchell)	212	203	701
TOTAL CALLS ANSWERED	1652	1655	6,371

TRAFFIC STOPS PERFORMED			
Mitchell Police	157	283	1159
All other counties	804	709	3194
TOTAL TRAFFIC STOPS	961	992	4353

ACCIDENTS			
TOTAL ACCIDENTS REPORTED	16	22	85

TICKETS ISSUED	108	119	490
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WARNING TICKETS ISSUED	126	218	945
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PARKING TICKETS ISSUED	14	15	182
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Dean Knippling
Chief of Police

Mitchell Fire Rescue Monthly reports for 2025

Amb Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total amb calls	171	181	132	162									646
Amb. Transfers Out of Town	9	4	3	1									17
													663
Fire Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total fire calls	19	38	24	29									110
City fire calls	16	32	18	23									89
County fire calls	3	6	6	6									21
EMS assist calls	53	75	42	45									215
Total Responses													435
Fire Preven. Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Fire Inspections	0	32	7	20									59
Consultations/Plans	13	28	70	58									169
Public Education	3	3	2	5									13
Fire Investigations	0	0	1	1									2
Total Activity													243
Dept. Other Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total Activities	22	27	19	19									87
Dept. tours	8	3	2	7									20
Public Education	3	5	10	3									21
Total Activity													128
Total CFS/Activity													Total
													1452



April 2025 monthly Code Enforcement report:

- As of 05/12/25 Code Enforcement is currently monitoring 16 properties in the city of Mitchell.
- There were no mows in the month of April.

Sincerely,



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

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

MONTH --- March YEAR - 2025

Influent ----- 43.068-- Million Gallon's

Effluent -----0.000_-- Million Gallon's

Chemical costs for B-Y Water:

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

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

Poly -phosphate----- 300 lbs. @ \$2.25 per lb. = \$675.00

Total = \$675.00

Cost per Unit (750 gallon) = \$0.012

Cost per 1,000 gallons of water = \$0.015

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL COMSUMPTION REPORT MONTH / YEAR—March, 2025----- Jon Vermeulen – Utilities Superintendent

Coagulant Aid- (2187)	=	<u>0</u> -Gals.	X	CONTRACT	=	<u>\$0.00</u>
Lime	=	<u>0#</u> or <u>0</u> - TON'S	X	<u>\$192.39/TON</u>	=	<u>\$0.00</u>
Sodium Chlorite	=	<u>0</u> -GAL.	X	CONTRACT	=	<u>\$0.00</u>
Fluoride	=	<u>0</u> -GAL.	X	<u>\$1.99/GAL.</u>	=	<u>\$0.00</u>
Polymer (2386)	=	<u>0</u> -GAL.	X	CONTRACT	=	<u>\$0.00</u>
Activated Carbon	=	<u>0#</u> or <u>0</u> - TON'S	X	<u>\$1,936.25/TON</u>	=	<u>\$0.00</u>
Chlorine	=	<u>0#</u> or <u>0.0</u> - TON'S	X	<u>\$1.45/LB.</u>	=	<u>\$0.00</u>
Poly Phosphate	=	<u>500#</u> or <u>.25</u> TON	X	<u>\$2.25/LB.</u>	=	<u>\$1,125.00</u>
Carbon Dioxide	=	<u>0#</u> or <u>0</u> - TON'S	X	<u>\$178.00/TON</u>	=	<u>\$0.00</u>
Ammonia	=	<u>0#</u> or <u>0.0</u> - TON'S	X	<u>\$2.17 /LB.</u>	=	<u>\$0.00</u>
Pristine Contract	=	<u>0</u> -MG of WATER	X	<u>.255/1000 GALS. RAW WATER</u>	=	<u>\$0.00</u>
TOTAL =						<u>\$1,125.00</u>

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

B-Y- Water (INFLUENT) 43.068 MG----- or 1.389 MGD-----or----- PEAK DAY 2.573 MG

Chemical cost = 675.00 = \$15.67 per MG or 0.013 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Coagulant Aid- (2187)	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Lime	=	<u>0</u> Mg/L	<u>0</u> lbs. / 7 lbs. Per Gallon/ Raw Water
Sodium Chlorite	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Fluoride	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Polymer (2386)	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Activated Carbon	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 4 lbs. per Gallon / Raw Water
Chlorine	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 11.75 lbs. per Gallon / Raw Water
Poly Phosphate	=	<u>1.50</u> Mg/L--	<u>300</u> lbs. / 10.5 lbs. per Gallon / Raw Water
Carbon Dioxide	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 8.50 lbs. per Gallon / Raw Water
Ammonia	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 5.15 lbs. per Gallon / Raw Water
Polymer	=	<u>0</u> Mg/L --	<u>0</u>

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 4/1/25

Coagulant – (AF-1102) 0 Gallons

Lime 159,104 lbs. or 79.552 Ton's

Fluoride 720 Gallon's

Sodium Chlorite – (PHI-3125) 80 Gallon's

Polymer-(PHI-2386) 0 Gallon's
(AF-84500) 0 Gallon's

Activated Carbon 6,650 lbs. or 3.325 Ton's

Chlorine 581 lbs. or 0.290 Ton

Poly-phosphate 900 lbs. or 0.45 Ton's

Carbon Dioxide 0 Lbs. or 0 Ton's

Ammonia 472.5 lbs. or 0.236 Ton's

<u>Date</u>	<u>Source</u>	<u>Site</u>	<u>Chlorine PPM</u> 0.5PPM-4.00PPM	<u>Bacteria</u>
3/5/2025	J Mart Sinclair	#5	2.68	Absent
3/5/2025	Arnies	#8	2.85	Absent
3/5/2025	Wesley Acres	#9	2.40	Absent
3/5/2025	Moose Lodge	#11	2.79	Absent
3/5/2025	City Hall	#15	2.77	Absent
3/5/2025	Mitchell Tech Inst	#16	2.70	Absent
3/5/2025	Mitchell Middle School	#18	2.81	Absent
3/5/2025	Brady Memorial Home	#19	2.74	Absent
3/10/2025	Erickson Oil	#7	2.40	Absent
3/10/2025	Culvers	#10	2.71	Absent
3/10/2025	City Library	#12	2.73	Absent
3/10/2025	City Park Dept	#13	2.77	Absent
3/10/2025	Casey's	#14	2.85	Absent
3/10/2025	Holy Family Church	#17	2.30	Absent
3/10/2025	Abbra Body Shop	#20	2.60	Absent
Average			2.67	Absent

2025 - WATER CONSUMPTION

DATE	B-Y Rual Water Influent					
3/1/2025	1.028574					
3/2/2025	1.134576					
3/3/2025	1.875					
3/4/2025	1.1456					
3/5/2025	1.11576					
3/6/2025	1.72436					
3/7/2025	1.121208					
3/8/2025	1.345222					
3/9/2025	2.57344					
3/10/2025	1.809288					
3/11/2025	1.14984					
3/12/2025	1.26824					
3/13/2025	1.934184					
3/14/2025	0.963301					
3/15/2025	0.912762					
3/16/2025	1.655763					
3/17/2025	1.31215					
3/18/2025	1.59925					
3/19/2025	1.142526					
3/20/2025	0.910324					
3/21/2025	1.8054					
3/22/2025	0.9945					
3/23/2025	1.2743					
3/24/2025	1.244244					
3/25/2025	1.86192					
3/26/2025	1.434608					
3/27/2025	1.166896					
3/28/2025	1.363584					
3/29/2025	1.761848					
3/30/2025	1.051864					
3/31/2025	1.387728					
TOTALS	43.068					

4692

B-Y WATER DISTRICT
31039 428th AVENUE PO BOX 248
TABOR SD 57063

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

B-Y WATER
602-43330-42850

Service Address

Acct #
06771

Date Printed
APR 1 25

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
APR 1 25	105,750,000	64,173,000	41,577,000	55,297.41		55,297.41

0.00

IV

Balance Due Upon Receipt \$ 55,297.41

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301



* 0 6 7 7 1 *

APR 1 25
CUST ACCT # **06771**

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
APR 1 25	105,750,000	64,173,000	41,577,000	55,297.41		55,297.41

0.00

Service Address

Balance Due Upon Receipt \$ 55,297.41

Remit to:

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

TOTAL
PAYMENT

\$ **55,297.41**

City of Mitchell Water Rate Charged

4/1/2025

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

Month: 3

Year: 2025

Billing Month: 4

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	1,080,000	0	1,080,000	\$1,436.40	0	\$0.00	0	\$0.00	0	\$0.00	\$1,436.40
2	1,773,000	0	1,773,000	\$2,358.09	0	\$0.00	0	\$0.00	0	\$0.00	\$2,358.09
3	1,235,000	0	1,235,000	\$1,642.55	0	\$0.00	0	\$0.00	0	\$0.00	\$1,642.55
4	1,146,000	0	1,146,000	\$1,524.18	0	\$0.00	0	\$0.00	0	\$0.00	\$1,524.18
5	1,729,000	0	1,729,000	\$2,299.57	0	\$0.00	0	\$0.00	0	\$0.00	\$2,299.57
6	1,121,000	0	1,121,000	\$1,490.93	0	\$0.00	0	\$0.00	0	\$0.00	\$1,490.93
7	1,071,000	0	1,071,000	\$1,424.43	0	\$0.00	0	\$0.00	0	\$0.00	\$1,424.43
8	1,508,000	0	1,508,000	\$2,005.64	0	\$0.00	0	\$0.00	0	\$0.00	\$2,005.64
9	1,341,000	0	1,341,000	\$1,783.53	0	\$0.00	0	\$0.00	0	\$0.00	\$1,783.53
10	1,594,000	0	1,594,000	\$2,120.02	0	\$0.00	0	\$0.00	0	\$0.00	\$2,120.02
11	1,130,000	0	1,130,000	\$1,502.90	0	\$0.00	0	\$0.00	0	\$0.00	\$1,502.90
12	1,525,000	0	1,525,000	\$2,028.25	0	\$0.00	0	\$0.00	0	\$0.00	\$2,028.25
13	1,306,000	0	1,306,000	\$1,736.98	0	\$0.00	0	\$0.00	0	\$0.00	\$1,736.98
14	1,066,000	0	1,066,000	\$1,417.78	0	\$0.00	0	\$0.00	0	\$0.00	\$1,417.78
15	1,655,000	0	1,655,000	\$2,201.15	0	\$0.00	0	\$0.00	0	\$0.00	\$2,201.15
16	1,110,000	0	1,110,000	\$1,476.30	0	\$0.00	0	\$0.00	0	\$0.00	\$1,476.30
17	1,327,000	0	1,327,000	\$1,764.91	0	\$0.00	0	\$0.00	0	\$0.00	\$1,764.91
18	1,539,000	0	1,539,000	\$2,046.87	0	\$0.00	0	\$0.00	0	\$0.00	\$2,046.87
19	834,000	0	834,000	\$1,109.22	0	\$0.00	0	\$0.00	0	\$0.00	\$1,109.22
20	1,647,000	0	1,647,000	\$2,190.51	0	\$0.00	0	\$0.00	0	\$0.00	\$2,190.51
21	1,159,000	0	1,159,000	\$1,541.47	0	\$0.00	0	\$0.00	0	\$0.00	\$1,541.47
22	1,235,000	0	1,235,000	\$1,642.55	0	\$0.00	0	\$0.00	0	\$0.00	\$1,642.55
23	1,131,000	0	1,131,000	\$1,504.23	0	\$0.00	0	\$0.00	0	\$0.00	\$1,504.23
24	1,480,000	0	1,480,000	\$1,968.40	0	\$0.00	0	\$0.00	0	\$0.00	\$1,968.40
25	1,754,000	0	1,754,000	\$2,332.82	0	\$0.00	0	\$0.00	0	\$0.00	\$2,332.82
26	1,363,000	0	1,363,000	\$1,812.79	0	\$0.00	0	\$0.00	0	\$0.00	\$1,812.79
27	1,407,000	0	1,407,000	\$1,871.31	0	\$0.00	0	\$0.00	0	\$0.00	\$1,871.31
28	1,587,000	0	1,587,000	\$2,110.71	0	\$0.00	0	\$0.00	0	\$0.00	\$2,110.71
29	1,197,000	0	1,197,000	\$1,592.01	0	\$0.00	0	\$0.00	0	\$0.00	\$1,592.01
30	1,319,000	0	1,319,000	\$1,754.27	0	\$0.00	0	\$0.00	0	\$0.00	\$1,754.27
31	1,208,000	0	1,208,000	\$1,606.64	0	\$0.00	0	\$0.00	0	\$0.00	\$1,606.64
TOTALS	41,577,000	0	41,577,000	\$55,297.41	0	\$0.00	0	\$0.00	0	\$0.00	\$55,297.41

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Previous Month Read = 64,173,000	Days billed in March = \$55,297.41	41,577,000	\$55,297.41	\$0.00
Current Month Read = 105,750,000	Days carried from previous month = \$0.00	0	\$0.00	\$0.00
Current Month Use = 41,577,000	Total bill for March = \$55,297.41	41,577,000	\$55,297.41	\$0.00
Days that will be billed in April = \$0.00				

Note: April billing meter was read on April 1st therefore no March days will be included in May billing.

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

MONTH --- April YEAR - 2025

Influent ----- 46.470-- Million Gallon's

Effluent -----0.000_-- Million Gallon's

Chemical costs for B-Y Water:

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

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

Poly -phosphate----- 55.5 lbs. @ \$11.51 per lb. = \$638.25

Total = \$638.25

Cost per Unit (750 gallon) = \$0.010

Cost per 1,000 gallons of water = \$0.014

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 5/1/25

Coagulant – (AF-1102) 0 Gallons

Lime 159,104 lbs. or 79.552 Ton's

Fluoride 720 Gallon's

Sodium Chlorite – (PHI-3125) 80 Gallon's

,

Polymer-(PHI-2386) 0 Gallon's
(AF-84500) 0 Gallon's

Activated Carbon 6,650 lbs. or 3.325 Ton's

Chlorine 581 lbs. or 0.290 Ton

Poly-phosphate 900 lbs. or 0.45 Ton's

Carbon Dioxide 0 Lbs. or 0 Ton's

Ammonia 472.5 lbs. or 0.236 Ton's

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL CONSUMPTION REPORT MONTH / YEAR—April, 2025----- Jon Vermeulen – Utilities Superintendent

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

Poly Phosphate = 55.5 Gallons X \$11.51 Gallons = \$638.25

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

TOTAL = \$638.25

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

B-Y- Water (INFLUENT) 46.470 MG----- or 1.549 MGD-----or----- PEAK DAY 2.536 MG

Chemical cost = 638.25 = \$13.73 per MG or 0.014 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

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

Poly Phosphate = 1.50 Mg/L-- 55.5 gal. / 10.5 lbs. per Gallon / Raw Water

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

<u>Date</u>	<u>Source</u>	<u>Site</u>	<u>Chlorine PPM</u> 0.5PPM-4.00PPM	<u>Bacteria</u>
4/2/2025	Fire Dept	#2	2.20	Absent
4/2/2025	East Cuby's Store	#4	2.42	Absent
4/2/2025	J-Mart Sinclair	#5	2.20	Present
4/2/2025	Arnies	#8	2.65	Absent
4/2/2025	City Hall	#15	2.36	Absent
4/2/2025	City Park Dept	#13	2.68	Absent
4/2/2025	Mitchell Tech Inst	#16	2.36	Absent
4/2/2025	Mitchell Middle School	#18	2.46	Absent
4/8/2025	Queen Of Peace	#3	2.49	Absent
4/8/2025	Culvers	#10	2.34	Absent
4/8/2025	Moose Lodge	#11	2.42	Absent
4/8/2025	City Library	#12	2.27	Absent
4/8/2025	Caseys	#14	2.32	Absent
4/8/2025	Brady Memorial Home	#19	2.42	Absent
4/8/2025	Water Treatment Plant	#1	2.52	Absent
4/8/2025	Quality Homes DS Sample	DSS	2.20	Absent
4/8/2025	Dakota Sunset US Sample	USS	2.38	Absent
4/8/2025	J-Mart Sinclair Resample	#5	2.33	Absent
Average			2.39	Absent

2025 - WATER CONSUMPTION

DATE	B-Y Rual Water Influent					
4/1/2025	1.146					
4/2/2025	1.645					
4/3/2025	1.471					
4/4/2025	1.232					
4/5/2025	1.340					
4/6/2025	1.832					
4/7/2025	1.353					
4/8/2025	1.332					
4/9/2025	2.001					
4/10/2025	1.250					
4/11/2025	1.305					
4/12/2025	2.141					
4/13/2025	1.137					
4/14/2025	2.217					
4/15/2025	1.676					
4/16/2025	1.341					
4/17/2025	1.685					
4/18/2025	1.322					
4/19/2025	1.322					
4/20/2025	2.287					
4/21/2025	1.852					
4/22/2025	2.536					
4/23/2025	1.153					
4/24/2025	1.153					
4/25/2025	1.454					
4/26/2025	1.676					
4/27/2025	1.477					
4/28/2025	1.900					
4/29/2025	0.879					
4/30/2025	1.356					
TOTALS	46.470					

B-Y WATER DISTRICT
31039 428th AVENUE PO BOX 248
TABOR SD 57063

Phone (605) 463-2531 Toll Free (800) 286-3654
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Office Hours:
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CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

B-Y WATER
602-43330-42850

Service Address

Acct #
06771

Date Printed
MAY 1 25

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
MAY 1 25	154,072,000	105,750,000	48,322,000	64,268.26		64,268.26

0.00

Balance Due Upon Receipt \$ 64,268.26

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301



* 0 6 7 7 1 *

MAY 1 25
CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
MAY 1 25	154,072,000	105,750,000	48,322,000	64,268.26		64,268.26

0.00

Service Address

Balance Due Upon Receipt \$ 64,268.26

Remit to:

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

TOTAL
PAYMENT

\$ 64,268.26

City of Mitchell Water Rate Charged

5/1/2025

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

Month: 4 Year: 2025 Billing Month: 5

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	1,357,000	0	1,357,000	\$1,804.81	0	\$0.00	0	\$0.00	0	\$0.00	\$1,804.81
2	1,707,000	0	1,707,000	\$2,270.31	0	\$0.00	0	\$0.00	0	\$0.00	\$2,270.31
3	1,307,000	0	1,307,000	\$1,738.31	0	\$0.00	0	\$0.00	0	\$0.00	\$1,738.31
4	1,162,000	0	1,162,000	\$1,545.46	0	\$0.00	0	\$0.00	0	\$0.00	\$1,545.46
5	1,517,000	0	1,517,000	\$2,017.61	0	\$0.00	0	\$0.00	0	\$0.00	\$2,017.61
6	1,270,000	0	1,270,000	\$1,689.10	0	\$0.00	0	\$0.00	0	\$0.00	\$1,689.10
7	1,889,000	0	1,889,000	\$2,512.37	0	\$0.00	0	\$0.00	0	\$0.00	\$2,512.37
8	1,367,000	0	1,367,000	\$1,818.11	0	\$0.00	0	\$0.00	0	\$0.00	\$1,818.11
9	1,316,000	0	1,316,000	\$1,750.28	0	\$0.00	0	\$0.00	0	\$0.00	\$1,750.28
10	1,412,000	0	1,412,000	\$1,877.96	0	\$0.00	0	\$0.00	0	\$0.00	\$1,877.96
11	1,815,000	0	1,815,000	\$2,413.95	0	\$0.00	0	\$0.00	0	\$0.00	\$2,413.95
12	1,243,000	0	1,243,000	\$1,653.19	0	\$0.00	0	\$0.00	0	\$0.00	\$1,653.19
13	1,885,000	0	1,885,000	\$2,507.05	0	\$0.00	0	\$0.00	0	\$0.00	\$2,507.05
14	1,424,000	0	1,424,000	\$1,893.92	0	\$0.00	0	\$0.00	0	\$0.00	\$1,893.92
15	1,596,000	0	1,596,000	\$2,122.68	0	\$0.00	0	\$0.00	0	\$0.00	\$2,122.68
16	1,852,000	0	1,852,000	\$2,463.16	0	\$0.00	0	\$0.00	0	\$0.00	\$2,463.16
17	1,478,000	0	1,478,000	\$1,965.74	0	\$0.00	0	\$0.00	0	\$0.00	\$1,965.74
18	2,136,000	0	2,136,000	\$2,840.88	0	\$0.00	0	\$0.00	0	\$0.00	\$2,840.88
19	1,480,000	0	1,480,000	\$1,968.40	0	\$0.00	0	\$0.00	0	\$0.00	\$1,968.40
20	1,339,000	0	1,339,000	\$1,780.87	0	\$0.00	0	\$0.00	0	\$0.00	\$1,780.87
21	2,493,000	0	2,493,000	\$3,315.69	0	\$0.00	0	\$0.00	0	\$0.00	\$3,315.69
22	1,636,000	0	1,636,000	\$2,175.88	0	\$0.00	0	\$0.00	0	\$0.00	\$2,175.88
23	2,037,000	0	2,037,000	\$2,709.21	0	\$0.00	0	\$0.00	0	\$0.00	\$2,709.21
24	1,718,000	0	1,718,000	\$2,284.94	0	\$0.00	0	\$0.00	0	\$0.00	\$2,284.94
25	1,307,000	0	1,307,000	\$1,738.31	0	\$0.00	0	\$0.00	0	\$0.00	\$1,738.31
26	1,918,000	0	1,918,000	\$2,550.94	0	\$0.00	0	\$0.00	0	\$0.00	\$2,550.94
27	1,336,000	0	1,336,000	\$1,776.88	0	\$0.00	0	\$0.00	0	\$0.00	\$1,776.88
28	1,963,000	0	1,963,000	\$2,610.79	0	\$0.00	0	\$0.00	0	\$0.00	\$2,610.79
29	1,130,000	0	1,130,000	\$1,502.90	0	\$0.00	0	\$0.00	0	\$0.00	\$1,502.90
30	2,232,000	0	2,232,000	\$2,968.56	0	\$0.00	0	\$0.00	0	\$0.00	\$2,968.56
31	0	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
TOTALS	48,322,000	0	48,322,000	\$64,268.26	0	\$0.00	0	\$0.00	0	\$0.00	\$64,268.26

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Previous Month Read = 105,750,000	Days billed in April = \$64,268.26	48,322,000	\$64,268.26	\$0.00
Current Month Read = 154,072,000	Days carried from previous month = \$0.00	0	\$0.00	\$0.00
Current Month Use = 48,322,000	Total bill for April = \$64,268.26	48,322,000	\$64,268.26	\$0.00
	Days that will be billed in May = \$0.00			

Note: May billing meter was read on May 1st therefore no April days will be included in June billing.

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 5-5-25

Organization: Twin Rivers Old Iron Association

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: Dan Fechner

Address: 618 S Iowa St.

Phone #: 605-770-0173

Email: dfechner@mitche/telecom.net

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

Dates of Ticket Sales: 5-24-25 or 6-6-25, First Friday's, Pre-Sturgis

Date of Raffle Drawing: 9-14-25

Value of Raffle Prize: \$500 Pedal Tractor or \$500 beef bucks

Proceeds Benefitting: Twin Rivers Old Iron Assoc.

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

Date Received: 5-5-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 4/23/2025

Organization: Mitchell Main Street & Beyond

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: Elizabeth M. Luczak

Address: 601 N Main Street

Phone #: 607-995-4637

Email: mmsevents@mittchellsd.com

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

Dates of Ticket Sales: July 1st - 31st, 2025

Date of Raffle Drawing: July 31st, 2025

Value of Raffle Prize: \$2,000

Proceeds Benefitting: Plankinton School Strider Bike program

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

Date Received: 5-6-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer _____

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 6 MAY 2025

Organization: UFW - Post 7750 & Post of SD UFW

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: MARTIN CHRISTENSEN

Address: 25044 413th AVE Mitchell, SD 57301

Phone #: 605 933-2220

Email: mchristensen@sanitel.net

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

Dates of Ticket Sales: 13 JULY 2025 - 19 JUNE 2026

Date of Raffle Drawing: 19 JUNE 2026 AT UFW STATE 2026 CONVENTION
in Mitchell

Value of Raffle Prize: \$ 2,000.00 ^{Common Fundraiser}

Proceeds Benefitting: UFW Fundraising Fun Helping 2nd Home - Mitchell SD
UFW National Home Lining Net

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

Date Received: 5/6/25

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer _____

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	May 19, 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:	Declare Surplus Property-Public Works		
Explanation/Background of Agenda Item Requested:	Declare property surplus to be sold on Purple Wave. Sewer Dept. 2001 Green Chevy Pickup - Lic. Plate #CTY4825 VIN #1GCEK14T71E264704		

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:



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 19, 2025 Requested By: Dean Knippling

Desired Action of City Council: Authorization

Amount Budgeted in current fiscal year for this item (if applicable): 0

Agenda Item: Authorize the Purchase of Two 2025 Ford Interceptor SUV's from Lamb Motors on State Bid

Explanation/Background of Agenda Item Requested: Two Dodge Durangos were damaged during a pursuit the police department was involved in. That model of vehicle is no longer available on state bid, so the department would need to purchase Ford Interceptors. Due to the cost difference in vehicles and new equipment to be installed, not all of the expenses will be recovered from the insurance coverage. The estimate below is expected to be the highest potential cost. The department is looking for ways to reduce the equipment and installation costs. If any restitution is received from the case in the future, that would be deposited back into the general fund, however it is not anticipated that we will receive reimbursement for the uncovered expenses.

The department is requesting contingency support up to the amount listed below in order to proceed with the purchase of the vehicles.

	Per Vehicle:	Total Cost
Vehicle:	\$49,075	\$98,150
Lights:	\$6,000	\$12,000
Installation:	\$5,000	\$10,000
Decals:	\$700	\$ 1,400
Total Estimate:	\$60,775	\$121,550
Estimated Insurance	-\$43,025	-\$86,050
Balance:	\$17,750	\$35,500

Contingency Support Requested: up to \$35,500

26. FULL SIZE UTILITY 112 INCH WHEELBASE MIN. ALL WHEEL DRIVE PURSUIT RATED

LAMB MOTORS
FORD INTERCEPTOR SUV
CONTRACT #: 17619

Engine, 3.3 liter V-6 Direct-Injection Hybrid Engine System
All-wheel drive
Transmission, Automatic
Column Shifter
Alternator, 220 Amp with integral regulator
Front controlled heat and air conditioning
Locks, Power deck release
Rear Door In-operable
Rear Power Door Lock Switch
Rear Power Door Lock In-operable
Back-up camera displayed in center screen
Bluetooth Capability
Rear Window In-operable
Power Door Locks
Brakes, 4 Wheel Heavy-Duty Disc with Heavy Duty Front and Rear Calipers
Power Steering
Power Windows
Radio, Heavy duty suppression kit, electro-magnetic interference suppression kit to minimize interference between the electronic ignition control system and two-way radio equipment to be installed in the vehicle by state.
Axle, power train shall be geared to produce maximum power and top speed no less than 136 mph (pursuit rated)
Battery, 80 Amp 800 C.C.A.
Cooling, winterized to -35 degrees.
Cruise control
Defroster, Rear Window
Floor Covering Vinyl
Floor Covering Trunk
Solar tinted glass
Horns, Dual
Ignition, Electronic
Headlights
Dome Light, Center (front headliner), Police style with Red and White illumination.
AM/FM Radio with auxiliary audio/usb port
Light, Map light windshield header mount
Light, Driver's side police spotlight
Light, Cargo Area
Lighting, deactivate door light switches. **Deactivate all courtesy lighting interior and exterior and courtesy horn.**
Locks, single key system, 3 keys. (Minimum 3 keys provided). Keyless entry. Standard keyless entry and other function should remain.
Side air bags
Factory installed Police power supply points with required connector (package)
Manual, factory owner manual
Mirror, inside day & night adjustable
Mirrors, remote control left and right side, heated
Wig Wag Headlight Flasher
Seats upholstery heavy duty cloth in harmonizing colors.
Standard Colors are Silver, Black, White, & Gray
Factory Freight

Delivery 60 – 240 days

Base Cost \$48,125

- | | |
|---|-----------|
| • 3.0L V6 Ecoboost Option (99C/44U) | \$950 |
| • 3.3L V6 Direct Injection Non-Hybrid (99B/44U) – Flex Fuel | \$(-2115) |

• Class III Trailer Tow Lighting Package (52T)	STD
• Interior Upgrade Package (65U)	\$390
• 1 st and 2 nd Row Carpet Only (16C)	\$175
• Lights, Spotlights (Dual) (51S)	\$620
• Police Perimeter Alert (68B)	STD
• Rear Heat and Air conditioning	\$710
• Rear light flasher	NA
• Headlamp pre-wire (wig wag prep) (60A)	NA
• Factory USB stereo input	STD
• Dome light Red and White cargo area (Package 17T)	\$55
• Full wheel cover (65L)	\$160
• Painted 18' wheels (package 64E)	\$575
• Heater, Engine Block, (package 41H)	\$195
• Paint upgrade charge, dealer must specify which colors have an upgrade charge	NA
• LED Spotlight bulb (Unity brand 51R)	NC
• Rear Park Sensing (package 76R)	NA
• Rear blind spot alert (package 55B)	STD
• Rear View Camera in mirror (87R)	NC
• Light Spotlight (Delete)	\$(-275)
• Noise Suppression Bonds (60R)	\$125
• Ballistic door panel driver's door level 3 ballistics (90D)	\$1590
• Ballistic door panel passenger's door level 3 ballistics (90E)	\$3170
• Ballistic door panel driver's door level 4 ballistics (90F)	\$2420
• Ballistic door panel passenger's door level 4 ballistics (90G)	\$4830
• Front center plate delete (67C)	\$100
• Police Engine Idle feature (47A)	STD
• Front Headlamp Light Solution (66A)	\$900
• Tail Lamp/ Police Interceptor Housing Only (86T)	NA
• Tail Lamp Lighting Solution (66B)	\$480
• Front Interior Visor Light Bar (96W)	NA
• Rear Spoiler LED Traffic Warning Lights (96T)	\$1595
• Rear Lighting Solution (66C)	\$485
• Rear Center Seat Delete(85S)	NA
• Pre-Collision Assist - Pedestrian Detection (Disable switch incl.) (76P)	STD
• Police Perimeter Alert (68B)	STD
• Rear Camera on Demand (19V)	\$250
• 110-Watt Siren & Loudspeaker	\$375
• HD Battery	STD
• Badge Delete	\$50
• Global Unlock – eliminates 45 second timeout on liftgate	\$50
• Mud Guards	\$300
• Rear Auxiliary Liftgate Lights	\$450

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 19, 2025	Requested By:	Jessica Pickett
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Authorization to Enter into an Agreement with Jefferson Partners LP		
Explanation/Background of Agenda Item Requested:	Jefferson Partners LP (Jefferson Lines Bus Service) has requested Palace Transit to be a ticking agent for their services as part of the statewide coordination plan. Jefferson Partners LP will pay Palace Transit a 15% commission on sales and will maintain all equipment required for ticketing.		

Standard Agency Contract – Ticket Sales Only

This agreement, made and entered into as of the 17 day of April 2025 by and between		
Jefferson Partners LP DBA Jefferson Lines 2100 East 26 th Street Minneapolis, MN 55404	And	Palace Transit 300 West 1 st Ave Mitchell, SD 57301
<i>Party of the first, hereafter called Company</i>		<i>Party of the second part, hereafter called Agent</i>

EIN: 91-1848280

The company agrees:

- To pay agent 15% commission on charges collected for the sale of passenger tickets after a monthly report is submitted
- Maintain the sales location on all ticketing platforms
- Implement a marketing plan that includes both internal and external promotions

Agent agrees:

- A. To sell such services as the Company may supply, for the Company and connecting carriers at lawfully published tariff rates.
- B. To render reports of the Company monthly and to remit payment monthly or at such other times as may hereinafter be prescribed by the Company, all monies belonging to the Company or collected for the account of the Company.

This agreement cancels all previous contracts and agreements pertaining to the subject of agency commission between the Agent and Company. This agreement constitutes the entire agreement commission contract between the parties.

Agent:

Signature

(Date)

(Title)

Jefferson Partners L.P a/d/a Jefferson Lines

(Signature)

(Date)

(Title)

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:

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 19, 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 Palace City Pre-Sturgis Party on Thursday, July 31, 2025		
Explanation/Background of Agenda Item Requested:	The City of Mitchell is requesting a Special Event Permit for the annual Palace City Pre-Sturgis Party on Thursday, July 31st, 2025, from 5:00 PM until 10:00 PM. The Palace City Pre-Sturgis Party has expanded to incorporate most of Main Street from 1st Ave. to 7th Ave, which will require street and parking lot closures, as well as additional permits and equipment to assist with the success of the Party. The Palace City Pre-Sturgis Party is partnered with Mitchell Main Street & Beyond: 1st Fridays, so there will be various vendors, food trucks, and other musical entertainment and events on Main Street. The Party is open to the public, vendor and/or participant fees required, includes the sale and use of alcoholic beverages, items and/or services will be sold, and will take place on Mitchell's Main Street. Total anticipated attendance is between 5,000 and 7,000. Please refer to the attached Special Event Permit Application for more details about the event. The Special Event Permit Application requests the following: • Parking Lot Closure (\$50 Fee) • Street Closure (\$100 Fee) • Parade Permit - w/Escort (\$250 Fee) • Consumption Permit (\$50 Fee) • Noise Permit (\$0 Fee) The following street and parking lot closures are requested on Thursday, July 31st, from 3:00 PM until 11:00 PM: • Main Street from 1st Avenue to 7th Avenue • 5th Avenue from Lawler Street to Rowley Street • 2nd, 3rd, and 4th Avenues from west alley to east alley • 6th Avenue from Main Street to west alley • 2nd & Main Street parking lot • 5th & Main Street parking lot • Corn Palace Plaza/Bradley's parking lot		

***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 Street and Parking Lot Closures Map, and Event Map for further information.

Additional Park & Rec equipment requested, along with fees:

- 6 bleachers (\$35/bleacher)
- 35 picnic tables (\$25/picnic table)

Also, the Special Event Permit Application is requesting a Parade Permit with police escorts for the annual Palace City Pre-Sturgis Party Motorcycle Parade, which starts at 4:45 PM at Klock Werks, and will arrive between 5:30-5:45 PM on Main Street in front of The World's Only Corn Palace. For this motorcycle ride, we are requesting a police escort - lead car and a 2nd car to assist with the safety of the ride.

The Noise Permit will include sound amplification from 5:00 PM until 10:00 PM, with sound checks being performed at 4:00 PM. The music entertainment will take place on the Corn Palace Plaza Stage.

Finally, the Consumption Permit will allow alcoholic beverages to be carried within the closed area.

Please see the attached Special Event Permit Application, Motorcycle Parade Route Map and Cue Sheet, Street and Parking Lot Closure Map, Pre-Sturgis Party Schedule of Events, Pre-Sturgis Event Map, and Certificate of Liability Insurance Form(s) - City of Mitchell and Dialed Action Sports for more information.

Staff recommends City Council approval of the Special Event Permit as stated in the Special Event Permit Application.

[Print](#)**Special Event Permit Application - Submission #4073****Date Submitted: 5/7/2025**

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:*

Palace City Pre-Sturgis Party

Event Date:

7/31/2025

Event Hours:*

05:00 PM

—

10:00 PM

Event Date(s):

mm/dd/yyyy

—

mm/dd/yyyy

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

7/31/2025	03:00 PM	—	7/31/2025	11:00 PM
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Time Requested for Street Closure

7/31/2025	03:00 PM	—	7/31/2025	11:00 PM
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Time Requested for City Park Closure

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

Overall Event Description:*

On Thursday, July 31st, 2025, from 5 PM until 10 PM, the City of Mitchell, Corn Palace, Mitchell Chamber/CVB, Mitchell Main Street & Beyond and their 1st Fridays on Main, Klock Werks, and Cycle Source, along with the many loyal partners and sponsors, are proud to host the annual, Palace City Pre-Sturgis Party!

The Palace City Pre-Sturgis Party is an annual gathering of motorcycle enthusiasts, as we hope to encourage a stop in Mitchell, SD while on their way out to the Sturgis Bike Rally. The Party has expanded over the years to incorporate most of Mitchell's Main Street from 1st Avenue to 7th Avenue. Because of this expansion, it will continue to require additional parking lot and street closures, as well as, the appropriate permits/licenses to assist with the continued success of the Party.

The Party will have entertainment on the Corn Palace Plaza Stage throughout the evening as Shelby Lee Lowe will be our headliner, performing from 8-9:30 PM.

Consistent with past years, becoming an annual Palace City Pre-Sturgis Party tradition is the motorcycle ride around Mitchell that starts at Klock Werks at 4:45 PM and will arrive between 5:30-5:45 PM on Main Street in front of The World's Only Corn Palace. For this motorcycle ride, we are requesting a police escort-lead car, and 2nd car to assist in the safety of the ride.

Dialed Action Sports Moto Trials Stunt Show will have three performances (6:15, 7:15 & 9:45 PM) on Main Street at 2nd Avenue.

Also, there will be a Car Show hosted by The 301 Rodz and a Bike Show hosted by Cycle Source on Main Street from 6th Avenue to 4th Avenue.

Please see the attached Event Map, Bike Route Map, and Schedule of Events.

This Party is partnered with MMS&B and their 1st Friday event, so there will be a Kids Zone, various vendors, food trucks, a STRIDER BIKES course, and other entertainment options on Main Street.

New this year is a Motorcycle Rodeo hosted by Cycle Source that will take place just north of the crosswalk bump in front of The World's Only Corn Palace.

Since 5th Avenue is closed for the event, 7th Avenue will remain open.

Please see the attached Event Map.

Finally, we are requesting a consumption permit. To follow suit with the past years, we have invited all the Mitchell Main Street restaurants/bars to continue their support and participation of the Palace City Pre-Sturgis Party with the STRIDER BIKES \$1/cup donation. Just like previous years, these specific, Palace City Pre-Sturgis Party Jack Daniel's Event Cup(s) need to be sold by the participating establishments and contain the alcoholic beverage, if attendees want to Party on Main Street and bring their alcoholic drink outside of the establishment, but within the designated consumption permit area(s). The \$1/cup donation will go towards providing a local school (Plankinton Elementary) with a STRIDER BIKES set.

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:*

5,000-7,000

Organization:*

City of Mitchell, Corn Palace, Mitchell Chamber/CVB, Mitchell Main Street & Beyond, Klock Werks, and Cycle Source

Address:*

612 North Main Street

City:*

Mitchell

State:*

SD

Zip Code:*

57301

Event Application Contact Person:*

Aaron Hieb

Contact Person Email:*

Aaron.Hieb@cityofmitchellsd.gov

Contact Person Phone Number: *

605-990-7942

Day of Event Contact Person:*

Aaron Hieb

Contact Person Email:*

Aaron.Hieb@cityofmitchellsd.gov

Contact Person Phone Number:*

605-366-8348

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.*

Parking Lot and Street Closures are requested to begin at 3 PM on Thursday, July 31st, starting on the south end of Main Street on the north side of 1st Avenue, leaving 1st Avenue open for emergencies and community/pedestrian safety.

Street closures from 1st Avenue to the south side of 7th Avenue will allow for parking of ATVs/UTVs, classic cars, motorcycles, and pedestrian traffic. As stated above, since 5th Avenue is part of the street closure, 7th Avenue will remain open for emergencies and community/pedestrian safety. Additional street closures consist of: 5th Avenue from Lawler to Rowley, and 2nd, 3rd, and 4th Avenue from west alley to east alley, and 6th Avenue west to alley.

Parking lot closures will consist of: 2nd and Main Street parking lot (southeast), 5th and Main Street parking lot (southeast), Plaza parking lot and Bradley's parking lot.

Please see the attached Event Map and Street and Parking Lot Closure(s) Map.

Turning into an annual tradition, the Palace City Pre-Sturgis Party Motorcycle Ride around Mitchell that starts at Klock Werks at 4:45 PM and will end in front of The World's Only Corn Palace, south of 6th Ave. The motorcycle ride is also requesting a Mitchell PD lead car escort, along with a 2nd PD car to assist in the safety and success of the ride.

Please see the attached Bike Route Map.

We are requesting the use of the following additional equipment from the Park & Rec:

- 6 bleachers: Please provide (2) of the bleachers in the Corn Palace Plaza, (2) of the bleachers on W. 2nd Ave. facing east, and (2) of the bleachers at the north end of the barricade event footprint for the Dialed Action Sports - MOTO TRIALS STUNT SHOW facing south.

Please refer to the Event Map and the BLEACHERS symbol for location reference.

- 35 picnic tables: Please provide (25) picnic tables in the 5th & Main parking lot, (7) picnic tables placed on Main Street in front of The Diamond Store, and (3) picnic tables placed on the east side of Main Street against the curbline on the south side of 3rd Ave.

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.*

We will partner with the City of Mitchell Law Enforcement for security and safety.

The City of Mitchell, Corn Palace, Mitchell Chamber/CVB, MMS&B, and volunteers will assist with the set-up and supervision of barriers for performances.

Signage will be placed on the edges of the consumption area(s) to inform about alcohol consumption and containment.

Adequate parking will still exist around the event area for attendees. Many of the attendees with qualifying vehicles (motorcycles and classic cars) will be parking on Main Street, as their vehicles are apart of and will be driven to the event.

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?

05:00 PM — 10:00 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?

04:00 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

South Dakota Public Assurance Alliance

Agent's Name**Policy Number**

005

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.*

Aaron Hieb

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.*

Aaron Hieb

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.*

Aaron Hieb

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

Street and Parking Lot Closure(s) Map.png

Street Closure Map

Street and Parking Lot Closure(s) Map.png

City Park Closure Map No file chosen**Parade Route Map**

Motorcycle Parade Route Map and Cue Sheet 2025.pdf

Special Event Liquor License Boundaries with Map No file chosen**Consumption Permit Boundaries with Map**

Pre-Sturgis Party Event Map (6).pdf

Fireworks Map No file chosen**Event Layout Map**

Pre-Sturgis Party Event Map (6).pdf

Certificate of Liability Insurance

Certificate of Liability Insurance-City of Mitchell.pdf

Certificate of Liquor Liability Insurance No file chosen**Certificate of Fireworks Liability Insurance** No file chosen

Additional Document

Dialed Action Sports Announcement.png

Additional Document

Pre-Sturgis 2025 Schedule of Events.pdf

Action of City Council _____

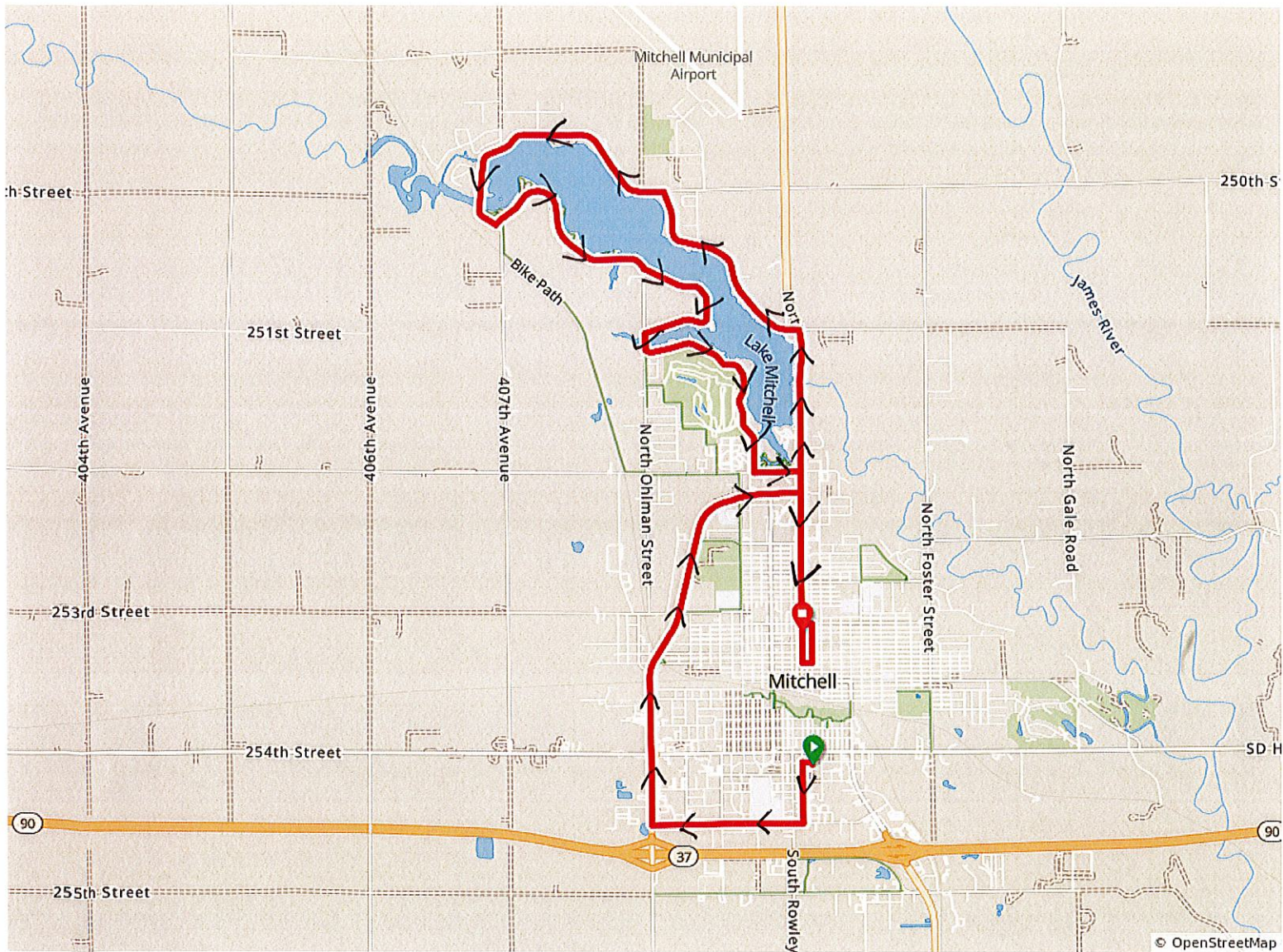
Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____



Palace City Pre-Sturgis Party 2025

15.7 mi
DISTANCE

386 ft
ELEVATION GAIN

2.4 %
MAX GRADE



Palace City Pre-Sturgis Party 2025

15.7 miles

Leg	Dir	Type	Notes	Total
	←	Left	Turn left onto East Hackberry Avenue	0.0
0.1	←	Left	Turn left onto South Main Street	0.1
0.4	→	Right	Turn right onto West Norway Avenue	0.5
1.1	→	Right	Turn right onto South Ohlman Street	1.6
3.0	←	Left	Turn left onto North Main Street	4.6
1.2	←	Left	Turn left onto East 38th Avenue	5.8
1.5	←	Left	Turn left onto North Harmon Drive	7.3
2.1	←	Left	Turn left onto West Harmon Drive	9.4
2.6	←	Left	Turn left onto North Ohlman Street	11.9
0.1	←	Left	Turn left onto Indian Village Road	12.1
1.5	←	Left	Turn left onto West 23rd Avenue	13.6
0.3	→	Right	Turn right onto North Main Street	13.9
1.1	←	Left	Turn left onto East 7th Avenue	15.0
0.1	→	Right	Turn right onto North Lawler Street	15.1
0.3	→	Right	Turn right onto East 3rd Avenue	15.4
0.1	→	Right	Turn right onto North Main Street	15.4

Ride With GPS • <https://ridewithgps.com>

The World's
Only Corn Palace

Mitchell Public Library

Palace City Pre- Sturgis Party 2025

Thursday, July 31st

5 – 10 PM

Starts at **5:00 PM (Mayor Welcome/Sponsors Announcement)**

- Motorcycle Ride: Kick stands up, Klock Werks @ 4:45 PM, arrive on Main Street-6th Ave. intersection = 5:30 - 5:45 PM.
- Motorcycle Rodeo
- S&S Cycle Vintage Tour 2025
- Mitchell Fire/EMS/PD – American flag
- Kids Zone/STRIDER BIKES
- Pre-recorded music, Corn Palace speakers from 5:00 – 5:30 PM
- Food Trucks:
 - 5th & Main parking lot:
 - *Schroeder's Snak Shak*
 - *Schroeder's Tex Mex*
 - *Scotty D's*
 - *Big Daddy D's*
 - *Hungry Dog*
 - *Farm Life Creamery*
 - *Donut Department*
 - 3rd Ave:
 - *County Fair Food Store*
 - *Adamo's Italian*
 - *Mya's Teriyaki*
- Bike Show & Shine – Cycle Source: west side of Main Street from 5th Ave. north – 5:00 - 7:00 PM
- Car Show & Shine - 301 Rodz: 5th Ave. to 3 1/2th Ave. - 5:00 - 7:00 PM
- Pre-Sturgis Party sponsor booth(s) (south of 5th Ave. on Main Street)
 - Flagship – west side of Main Street (reference map)
 - Associate – west side of Main Street (reference map)
- Vendors – a portion of Main Street on the west side next to the curb from 4th Ave. to 3rd Ave.
- National Guard
- Twin Rivers Iron – halfway between 3rd Ave. and 2nd Ave. (fill space between food vendors and Dialed Action Sports)
- Dialed Action Sports – MOTO TRIALS STUNT SHOW(S) (Intersection of 2nd Ave & Main St. going north on Main Street):
 - Two performances prior to ...:
 - 6:15 PM
 - 7:15 PM
 - Third/Final performance after ...:
 - 9:45 PM

5:30-7:30 PM

- ... performs on the Corn Palace Plaza Stage.

7:00 & 7:30 PM

- Car Show & Shine Awards @ 7:00 PM; Bike Show & Shine Awards @ 7:30 PM by registration tents.
 - Car Show Awards – Mayor Hanson
 - Bike Show Awards – Chris Callen

7:45 PM

- STRIDER BIKES (Quality Wood & Metal Designs) Raffle Drawing on the Corn Palace Plaza Stage.
- Key to the City presented to J&L Harley-Davidson (50th Anniversary) on the Corn Palace Plaza Stage.

8:00-9:30 PM

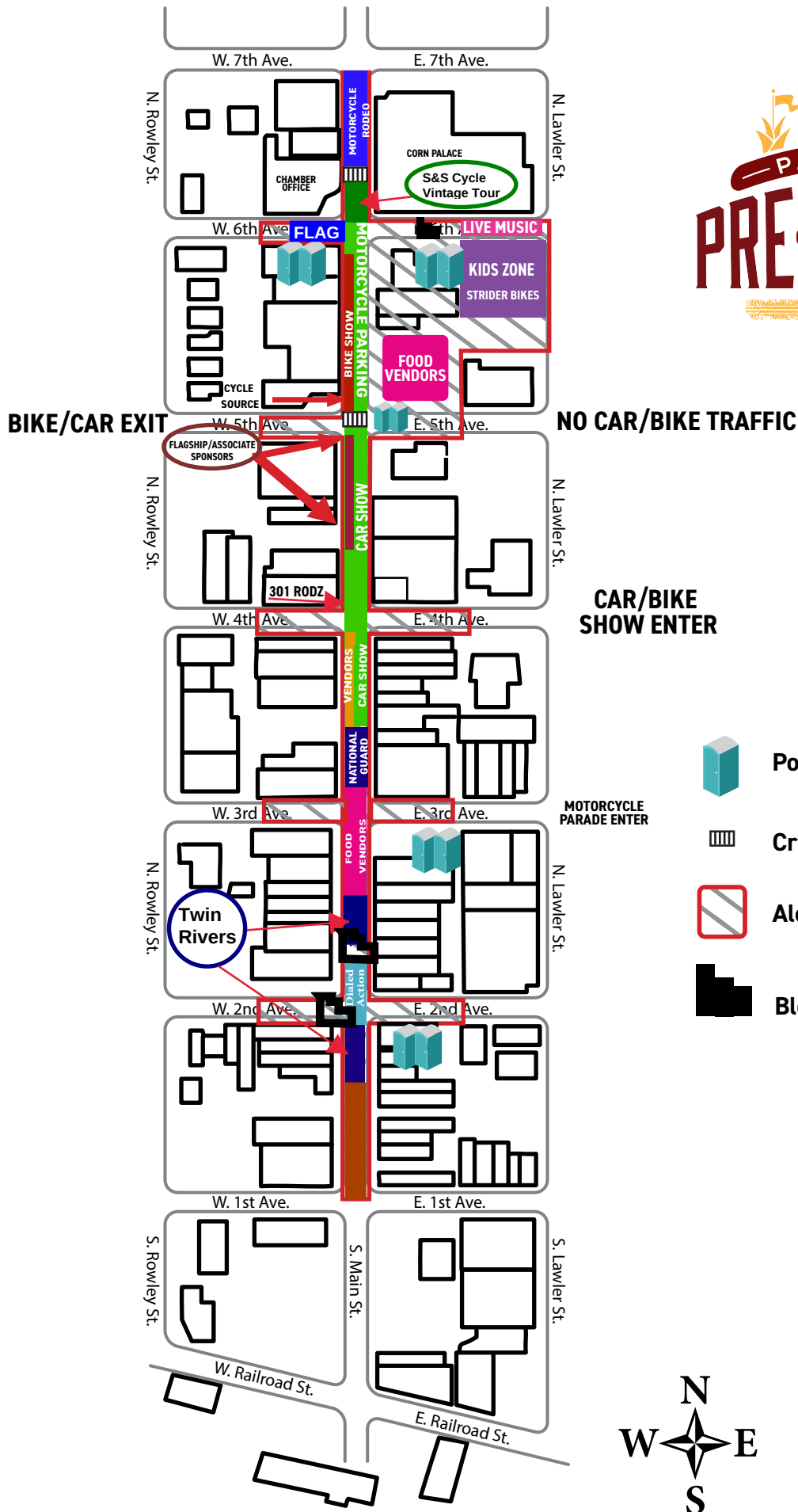
- Shelby Lee Lowe performs on the Corn Palace Plaza Stage.

9:45 PM

- Dialed Action Sports – MOTO TRIALS STUNT SHOW final performance.

Ends at **10:00 PM**

PALACE CITY **PRE-STURGIS** PARTY



THURSDAY

31ST

JULY



...



...

DIALED ACTION SPORTS



MOTO TRIAL STUNT SHOW!

Show Times:

6:15 PM

7:15 PM &

9:45 PM

Main Street Mitchell, SD

FREE SHOW!

...



PALACE CITY

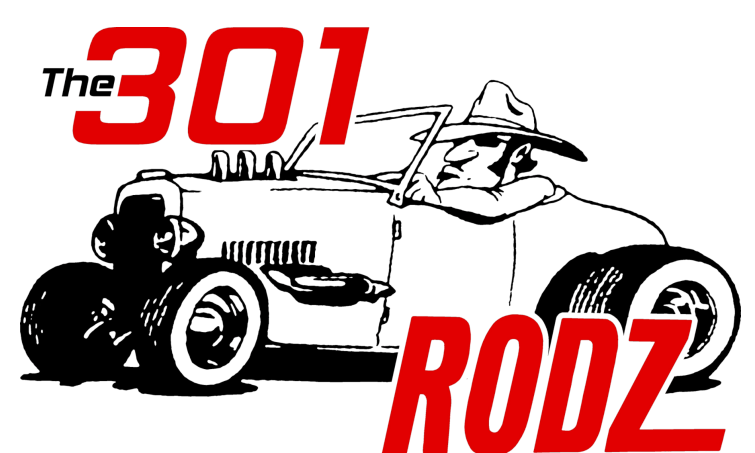
PRE-STURGIS

PARTY

THURSDAY, JULY 31

5-10 PM

MAIN STREET, MITCHELL



PROCEEDS HELP BENEFIT



SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Risk Sharing Certificate listed below.

NAME AND ADDRESS OF MEMBER:

City of Mitchell

612 N. Main St., Mitchell, SD 57301

RISK SHARING/MEMBER NO.:

005

This is to certify that the Risk Sharing Certificates listed below have been issued to the Member named above and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the Risk Sharing Certificate described herein is subject to all the terms, exclusions and conditions of such Risk Sharing Certificate and the Intergovernmental Contract under which it is issued.

EFFECTIVE DATES	TYPE OF COVERAGE	LIMIT OF COVERAGE	
<u>1/01/2025 -</u> <u>1/01/2026</u>	Governmental General Liability		
	General Cvg	<u>\$3,000,000</u>	Each Occurrence
		<u>\$5,000</u>	Deductible Each Claim Including LAE
<u>1/01/2025 -</u> <u>1/01/2026</u>	Governmental Automobile Liability		
	General Cvg	<u>\$3,000,000</u>	Each Occurrence
		<u>\$0</u>	Deductible Each Claim Including LAE
<u>1/01/2025 -</u> <u>1/01/2026</u>	Municipal Property		
	Buildings - Blanket Coverage	<u>\$117,218,575</u>	<u>\$5,000</u> Deductible
	Contents - Blanket Coverage	<u>\$15,087,335</u>	<u>\$5,000</u> Deductible

This certificate does not affirmatively or negatively amend, extend, or alter the coverage afforded by the coverage document. In the event the coverage document is cancelled prior to the expiration date, notice will be delivered in accordance with the coverage provisions.

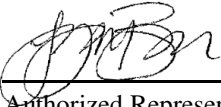
NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Mitchell

612 N. Main St.

Mitchell, SD 57301

DATE ISSUED: 3/10/2025



Authorized Representative

South Dakota Public Assurance Alliance

PO Box 91348

Sioux Falls, SD 57106



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGowan Allied Specialty Insurance 20595 Lorain Rd Fairview Park OH 44126	CONTACT NAME: Lisa Cummings PHONE (A/C, No, Ext): E-MAIL ADDRESS: lcummings@mcgowanallied.com	FAX (A/C, No): 440-333-3214
INSURED Dialed Action Sports Team, LLC PO Box 595 Pittstown NJ 08867	License#: 973 DIALACT-01	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hadron Specialty Insurance Company		17534
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1198202159**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPP 0200353 00	4/11/2025	4/11/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☐ A ☒ N				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as an additional insured as required by written contract with respects to the General Liability.

Thursday, July 31st, 2025
Moto Trials Shows

CERTIFICATE HOLDER**CANCELLATION**

City of Mitchell, South Dakota – Palace City Pre-Sturgis Party
612 N. Main Street Mitchell, SD 57301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 19, 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		
Agenda Item:	Special Event Permit Application From Palace City Brewing Co. for MMS&B: 1st Fridays on Main on Friday, June 6, 2025		
Explanation/Background of Agenda Item Requested:	The Palace City Brewing Co. is requesting a Special Event Permit for the MMS&B: 1st Fridays on Main on Friday, June 6th, 2025, from 5:00 PM until 9:00 PM. The event is open to the public, and includes the sale or use of alcoholic beverages. Items and/or services will be sold, and will be held on Mitchell's Main Street. The total anticipated attendance is 2,000. Please refer to the attached Special Event Permit Application for more details about the request and event. The Special Event Permit Application requests the following: • Special Event Liquor License (\$200 Fee) The Palace City Brewing Co. will have a tent set-up at the intersection of W. 6th Ave. & Main Street for their alcohol sales. Alcohol will be served in the designated MMS&B: 1st Fridays on Main Event Cup. Please reference the attached Event Overlay Map for the location of vendors along with the Palace City Brewing Co. tent for further information. Palace City Brewing Co. will provide an updated 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 #4061****Date Submitted: 5/1/2025**

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

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

Friday, June 6th, 2025, 1st Fridays on Ma/n

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:*

2,000

Organization:*

Palace City Brewing, Co.

Address:*

227 W Railroad Ave

City:*

Mitchell

State:*

SD

Zip Code:*

57301

Event Application Contact Person:*

Doug Beck

Contact Person Email:*

Doug@palacecitybrewing.com

Contact Person Phone Number: *

605-770-0312

Day of Event Contact Person:*

Jason Greenway

Contact Person Email:*

Jason@palacecitybrewing.com

Contact Person Phone Number:*

605-770-7350

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.*

No equipment to be used. Impacted area is the corn palace plaza and surrounding. We will have a designated tented area to mark our boundaries. Beer will be served in event cup. Please see the attached Event Map for the specific location that Palace City Brewery will be selling alcohol, and consumption boundaries.

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.*

City coordinated event. First Fridays on Main.

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?

—

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

mm/dd/yyyy

Time of Display

hh:mm am/pm

—

hh:mm am/pm

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

Midwest Family Mutual

Agent's Name

Brigg's Havlik

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.*

Jason Greenway

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.*

Jason Greenway

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.*

Jason Greenway

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

No file chosen

Street Closure Map

No file chosen

City Park Closure Map

No file chosen

Parade Route Map

No file chosen

Special Event Liquor License Boundaries with Map

No file chosen

Consumption Permit Boundaries with Map

No file chosen

Fireworks Map

No file chosen

Event Layout Map

No file chosen

Certificate of Liability Insurance

CorInsurance.pdf

Certificate of Liquor Liability Insurance

CorInsurance_Certificate2025.pdf

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: _____



June 6th 5 PM – 9 PM | July 4th 11 AM – 2 PM | Sept 5th 5 PM – 9 PM

	Opportunity to sell alcohol beverages
	Green Space
	1 st Friday Activities
	Request from Parks Department
	Request from Traffic Department
	1 st Friday Alcohol Boundary

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 19, 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		
Agenda Item:	Special Event Permit Application From Palace City Brewing Co. for Palace City Pre-Sturgis Party on Thursday, July 31, 2025		
Explanation/Background of Agenda Item Requested:	The Palace City Brewing Co. is requesting a Special Event Permit for the Palace City Pre-Sturgis Party on Thursday, July 31st, 2025, from 5:00 PM until 10:00 PM. The event is open to the public, and includes the sale or use of alcoholic beverages. Items and/or services will be sold, and will be held on Mitchell's Main Street. The total anticipated attendance is 5,000. Please refer to the attached Special Event Permit Application for more details about the request and event. The Special Event Permit Application requests the following: • Special Event Liquor License (\$200 Fee) The Palace City Brewing Co. will be set up on the west side of Main Street between 3rd and 4th Ave. along with other VENDORS. Palace City Brewing Co. will serve alcohol in the designated Palace City Pre-Sturgis Party Jack Daniel's Event Cup. Please reference the attached Event Map and Vendor Booth Space Location Map 2025 for the location of the VENDORS, which includes the Palace City Brewing Co. tent for further information. Palace City Brewing Co. will provide an updated 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 #4062****Date Submitted: 5/1/2025**

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

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

Palace City Pre-Sturgis Party. Vendors, food trucks and entertainment on Mitchell Main Street.

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:*

5000

Organization:*

Palace City Brewing, Co.

Address:*

227 W Railroad Ave

City:*

Mitchell

State:*

SD

Zip Code:*

57301

Event Application Contact Person:*

Jason Greenway

Contact Person Email:*

Jason@palacecitybrewing.com

Contact Person Phone Number: *

605-770-7350

Day of Event Contact Person:*

Jason Greenway

Contact Person Email:*

jason@palacecitybrewing.com

Contact Person Phone Number:*

605-no add770-7350

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.*

no additional equipment needed. We will have a pop up tent and be located in the designated vendor area set forth by the event coordinator. Please review the attached Event Layout map for specific location of vendors. Palace City Brewing Co. will serve alcohol in the designated Palace City Pre-STurgis Party Jack Daniels Event Cup.

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.*

coordinated by event management/city of mitchell

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

mm/dd/yyyy

Time of Display

hh:mm am/pm

—

hh:mm am/pm

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

Midwest Family Mutual

Agent's Name

Briggs Havlik

Policy Number

CPSD0560141722

Phone Number

605-996-6070

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.*

Jason Greenway

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.*

Jason Greenway

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.*

Jason Greenway

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

Pre-Sturgis Event Map(5).pdf

Street Closure Map

Pre-Sturgis Event Map(5).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

Pre-Sturgis Event Map(5).pdf

Consumption Permit Boundaries with Map

Pre-Sturgis Event Map(5).pdf

Fireworks Map

Choose File No file chosen

Event Layout Map

Pre-Sturgis Event Map(5).pdf

Certificate of Liability Insurance

CorInsurance.pdf

Certificate of Liquor Liability Insurance

CorInsurance_Certificate2025.pdf

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 _____

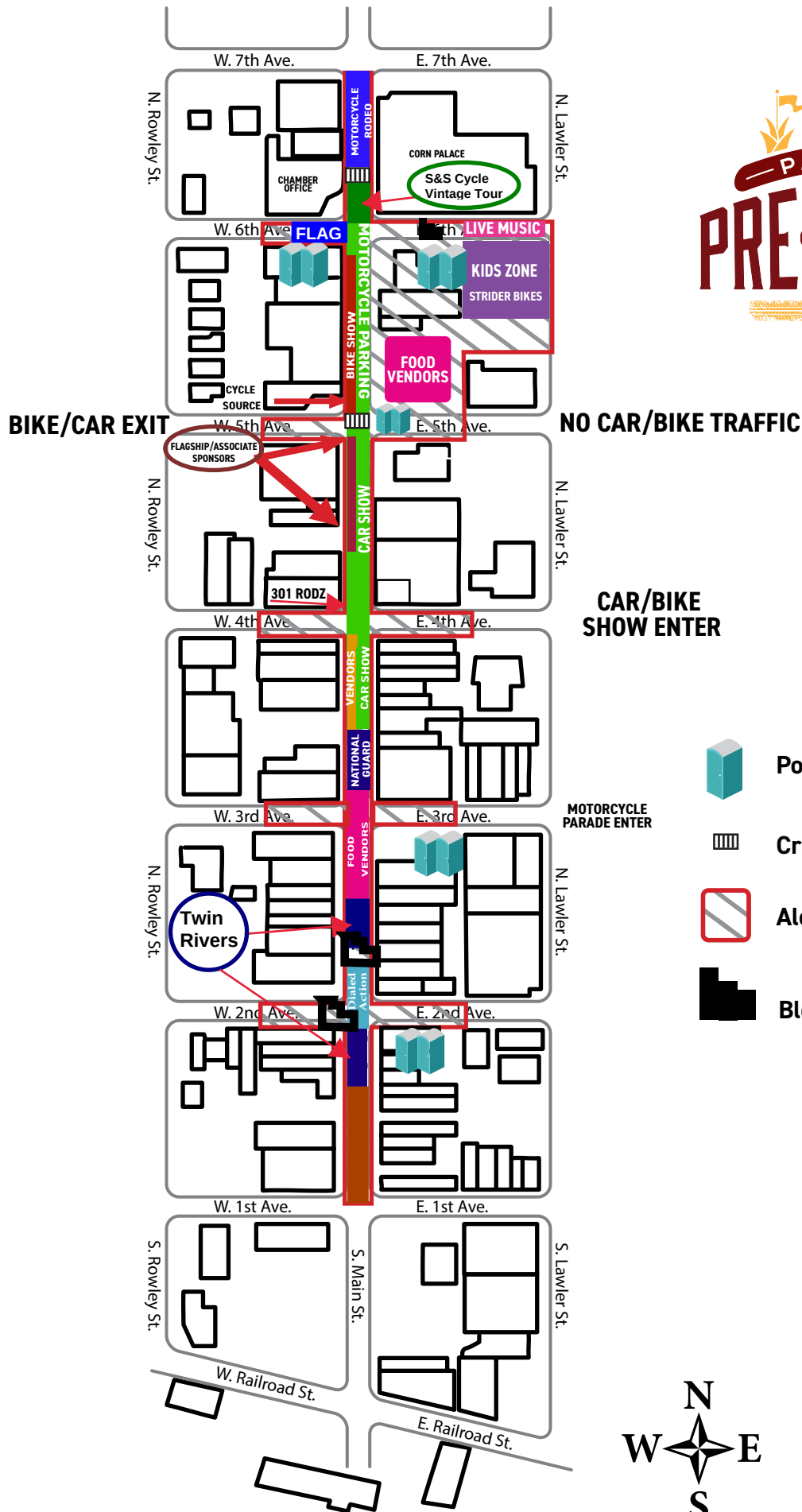
Finance Officer

Mayor
(Seal)

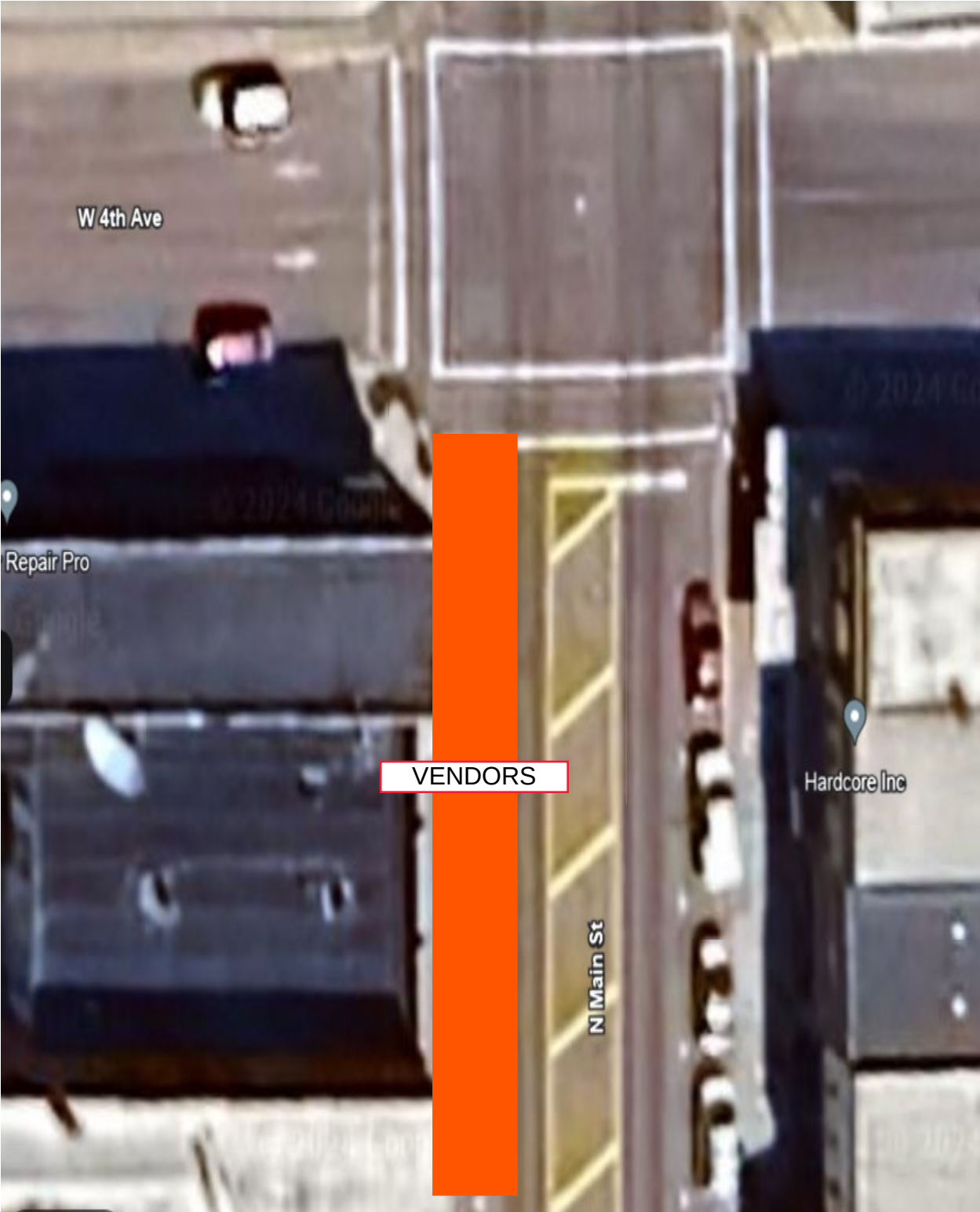
Date Approved: _____

Amount of Fees Paid: _____

PALACE CITY **PRE-STURGIS** PARTY



Palace City Pre-Sturgis Party Vendor Booth Space Location(s)



**This map is NOT to scale.*

Palace City Pre-Sturgis Party Vendor Booth Space Location(s)



NOTE: Each vendor receives a 10' x 10' space (chair(s), table(s), canopy, and electricity are NOT provided).

Your booth space will be marked by cones, with a sign displaying your respective name.

Street closures begin at 3 PM, so once the street closures are completed, booth setup can begin, which is usually around 3:45-4 PM.

Please enter on W. 4th Ave. and go to your booth space location on Main Street. Unload vehicles at your booth space, then vehicles NEED to be parked OUTSIDE of the street closure area.

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 19, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	602-43340-43355, \$16,000,000		
Agenda Item:	Change Order #5 to Rice Lake West for Pump Station & Ground Storage Reservoir Project #2020-20		
Explanation/Background of Agenda Item Requested:	Change Order No. 5 for Pump Station and Ground Storage Reservoir - City Project #2020-20 Change Order No. 5 is the final change order for the project. Please see attached Change Order #5 for detailed information. Original Contract Amount - \$11,518,800 Current Contract Amount - \$11,679,195.02 Increase of Change Order #1 - \$118,577.02 Increase of Change Order #2 - \$10,533.00 Increase of Change Order #3 - \$31,285.00 Increase of Change Order #4 - \$9,624.00 Increase of Change Order #5 - \$16,858.00 New Contract Amount - \$11,705,677.02 Original Contract Date - September 30, 2024 Current Contract Date - October 15, 2024 New Contract Date - February 5, 2025 City staff recommends approval of Change Order No. 5 as outlined above. Current Project Budget: Total estimated project cost - \$16,000,000 Pump Station and Ground Storage Reservoir - \$11,518,800 Pump Station and Ground Storage Reservoir Change Orders - \$186,877.02 Water Main Distribution Improvements - \$2,262,671.30 Water Main Distribution CO #1 - \$43,770.00 Soft Costs (Engineering, Administrative) - \$1,628,242.34 Geotek Engineering (Construction Testing Services) - \$42,950.00 Land Purchase - \$149,971.50 Contingencies - \$166,717.84		

CHANGE ORDER NO.: 05

Owner: City of Mitchell Owner's Project No.: 2020-20
Engineer: InfrastructureDG & AE2S Engineer's Project No.: P14543-2019-002
Contractor: Rice Lake West Contractor's Project No.: 2213
Project: Mitchell Pump Station and Ground Storage Reservoir
Contract Name: City of Mitchell/Pump Station and Ground Storage Reservoir
Date Issued: November 7, 2022 Effective Date of Change Order: March 26, 2025

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

Description:

Contract realignment to address cost increase due to delay in project progress to include labor, equipment rental, bathroom rental, and insurance extensions.

Deduct for removal of seeding from contractor's scope and credit the owner for chemicals purchased for touch up of the water inside of the ground storage reservoir.

Attachments:

Request for Proposal – 09

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>11,518,800.00</u>	Original Contract Times: Substantial Completion: <u>September 30, 2024</u> Ready for final payment: <u>October 31, 2024</u>
Increase from previously approved Change Orders No. 1 through No. 4: \$ <u>170,019.02</u>	Increase from previously approved Change Orders No.1 through No. 4: Substantial Completion: <u>15 days</u> Ready for final payment: <u>15 days</u>
Contract Price prior to this Change Order: \$ <u>11,688,819.02</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 15, 2024</u> Ready for final payment: <u>November 15, 2024</u>
Increase this Change Order: \$ <u>16,858.00</u>	Increase this Change Order: Substantial Completion: <u>113 Days</u> Ready for final payment: <u>113 Days</u>
Contract Price incorporating this Change Order: \$ <u>11,705,677.02</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 5, 2025</u> Ready for final payment: <u>March 8, 2025</u>

Recommended by Engineer (if required)

By: Matt Erickson, PE *Matthew Y Erickson*
Title: Operations Manager
Date: 4/9/2025

Authorized by Owner

By: _____
Title: _____
Date: _____

Accepted by Contractor

Wade D. DeVlieger
Wade D. DeVlieger
Digitally signed by Wade D. DeVlieger
DN: C=US,
E=wade.devlieger@rlwest.org,
OU=Rice Lake West, CN=Wade D. DeVlieger
Date: 2025.04.10 14:49:03-05'00'

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

Change Order - 05		
Change Order Item	Description	Price Change
RFP - 09	Contract Realignment	\$16,858.00
	Change Order Total	\$16,858.00
	Original Contract Total	\$11,518,800.00
	Contract Price w/ CO-01 through CO-04	\$11,688,819.02
	New Contract Price w/ CO-05	\$11,705,677.02



651 Corporate Circle
Suite 108
Golden, CO 80401
303-980-8233
rlwest.org

GOLDEN | WATERTOWN | FARGO

March 7, 2025

Matt Erickson, PE
AE2S
2401 West Trevi Place
Suite 100
Sioux Falls, SD 57108

RE: Mitchell, SD PS and GSR
Project No.: 22-13
COP No.: RFP 09 – Contract Realignment

Subject: RFP 09 – Contract Realignment

Mr. Matt Erickson,

Please review the attached change order for approval. The costs are broken out for seeding deduct, cost share for residual chemicals, and associated conditions for water availability which include insurance, supervision, and equipment.

Labor was calculated at 12 week interval at 5 hours per week, Which breaks down into 1.5 hours of meeting for superintendent, 1.5 hours of subcontractor communication for superintendent, and 1 hour of adjustments to the project schedule for superintendent, and 1 hour of schedule and meeting updates for Project Manager.

Contract Completion dates amendments:

substantial completion - ~~02/05/2025~~ as indicated on certificate sent to RLW ~~2/28/2025~~
final completion - ~~3/28/2025~~

We deem the project final complete at this time with the exception to the known warranty items being addressed.

Cost addition of: \$16,858.00

If you have any questions, please contact me at (701) 970-9958.

Sincerely,
Rice Lake West
Wade DeVlieger
Project Manager

The City is willing to compromise and add an additional 22 days to the delays, making the contractual substantial completion date 2/5/2025 and final completion date 3/8/2025. -MGE 4/9/25

Substantial completion was met on 2/5/2025. The contractual substantial completion date is 1/14/25 as indicated by the dates in the table. - MGE 3/28/25

Tank Filling Summary	
7/29/2024	original scheduled tank fill start
10/28/2024	actual tank fill start
91	days of delay
9/30/2024	original substantial completion
10/31/2024	original final completion
15	days added from CO1 - CO4
10/15/2024	updated substantial completion
11/15/2024	updated final completion
91	days added for tank fill delay
1/14/2025	contract substantial completion after CO5
2/14/2025	contract final completion after CO5

Guardrail Enterprises, Inc

46233 269th St
Chancellor, SD 57015

DBE Certified

(605) 526-4445 Office
(605) 231-3100 Cellular

Proposal

Letting Date: August 24, 2022
Project: Pump Station & Ground Storage Reservoir
Project No: P14543-2019-002
County: Davison
Type of Work: Pump Station & Reservoir
Completion Date: Substantial: October 27, 2023 Final: December 29, 2023

Item No.	Item Description	Unit	Qty	Unit Bid Price	Amount Bid
1	Mobilization	EA	2	\$500.00	\$1,000.00
2	Seed, Fertilize & Mulch (up to 2ac)	LS	1	\$5,000.00	\$5,000.00
3	Silt Fence	LF	360	\$3.75	\$1,350.00
TOTAL					\$7,350.00

41,600

NOTE: All above items are TIED unless agreed upon.

Exclusions:

- Sales and/or excise tax
- Railroad Protective Insurance
- Bid or Performance Bond
- Waiver of Subrogation
- Topsoil Placement
- All items not listed
- AGC Dues
- Traffic Control

Proposal:

- Guardrail Enterprises is certified by the SDDOT as WBE
- We require 10 days notice to proceed
- No retainage to be withheld from pay estimates
- Valid for 15 days after letting
- Respectfully submitted by  Karen Leisinger

Acceptance of Proposal

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work as specified. Acceptance Date: _____ Signature: _____

EXHIBIT A

**WORK ORDER
SCOPE OF SERVICES AND PRICE**

Professional Entity shall perform the following work for the Contractor ("Scope of Services"):

- Provide portable restrooms with weekly service/cleaning

The price to be paid for the Scope of Services is :

- \$225/month for 2 toilets
- \$325/month for 3 toilets

**CONTRACTOR: STANEK
CONSTRUCTORS INC.**

By: 

Printed Name: Brandon Faber

Title: PM Date 4/5/2023

PROFESSIONAL ENTITY:

By: 

Printed Name: Austin Schoenfelder

Title: _____ Date 4-5-23

owner



Check Payment Remit to:
CSDZ
 PO Box 153
 Des Moines, IA 50301

Please List Invoice #(s) in memo/support

Upon Receipt

Payments not specifying invoice numbers will be applied to your account at our discretion.

----- INVOICE -----

Water Resources Group, Inc.
PO BOX 296
Deerwood, MN 56444

Invoice Date	10/01/24
Invoice No.	794244
Bill-To Code	WATRESPC1
Client Code	WATRESPC1
Inv Order No.	120*913769

Named Insured: Stanek Constructors, Inc.

Amount Remitted:\$

Please return this portion with your payment.

Make checks payable to: CSDZ, LLC

GREJ1 Page: 1

INVOICE COPY



CSDZ, LLC
www.csdz.com

ACH Payment to CSDZ Premium
Trust Fund Commercial Checking Account
Account #48717
Routing #073000642
Bank: Bankers Trust Company
Please List Invoice #(s) in Memo/Reference Line

Check Payment Remit to:
CSDZ
PO Box 153
Des Moines, IA 50301
Please List Invoice #(s) in memo/support

Payment Due
Upon Receipt

Payments not specifying invoice numbers will be applied to your account at our discretion.

----- INVOICE -----

Water Resources Group, Inc.
PO BOX 296
Deerwood, MN 56444

Invoice Date 11/06/24
Invoice No. 800678
Bill-To Code WATRESPC1
Client Code WATRESPC1
Inv Order No. 120*920773

Named Insured: Stanek

Amount Remitted:\$

Please return this portion with your payment.

Make checks payable to: CSDZ, LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
11/10/24	04/05/23 to 12/01/24	Zurich American Insurance Company Policy No. CRT563748300 *Endorsement - C-Builder's Risk Builder's Risk - Mitchell Pump Station. Extend Policy to 12/01/2024. Thank you for your business. If you have any questions, please reach out. Invoice Number: 800678 Amount Due:	527.00 527.00

***Premiums Due and Payable on Effective Date**



ACH Payment to: CSDZ Premium
Trust Fund Commercial Checking Account
Account #48717
Routing #073000642
Bank: Bankers Trust Company
 Please List Invoice #(s) in Memo/Reference Line

Check Payment Remit to:
CSDZ
PO Box 153
Des Moines, IA 50301

Please List Invoice #(s) in memo/support

Payment Due
Upon Receipt

Payments not specifying invoice numbers will be applied to your account at our discretion.

----- INVOICE -----

Water Resources Group, Inc.
PO BOX 296
Deerwood, MN 56444

Invoice Date	12/03/24
Invoice No.	803838
Bill-To Code	WATRESPC1
Client Code	WATRESPC1
Inv Order No.	120*924493

Named Insured: Stanek

Amount Remitted:\$

Please return this portion with your payment.

Make checks payable to: CSDZ, LLC

***Premiums Due and Payable on Effective Date**

Wade Devlieger

From: Thomas Hudson <Thomas.Hudson@AE2S.com>
Sent: Thursday, February 27, 2025 4:19 PM
To: Wade Devlieger
Cc: Matt Erickson; Jennifer Grengs; Kevin Littman
Subject: RE: 2213 Mitchell SD PS and GSR - substantial completion request

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Wade,

Apologies for the late email, the City's policy was expected to start on March 1st however we received word today that it now needs to go through a higher echelon of approval due to it being over a certain price threshold and will not be in place until March 10th. Please extend your policy until that date, March 10th. Again, sorry for not being able to inform you earlier of this.

Much appreciated,

 **AES** Thomas Hudson, EIT
Engineer in Training
Mobile: 605-850-9138

From: Wade Devlieger <wade.devlieger@rlwest.org>
Sent: Thursday, February 20, 2025 12:35 PM
To: Thomas Hudson <Thomas.Hudson@AE2S.com>
Cc: Matt Erickson <Matt.Erickson@AE2S.com>; Jennifer Grengs <JGrenGs@holmesmurphy.com>; Kevin Littman <kevin_littman@ricelake.org>
Subject: RE: 2213 Mitchell SD PS and GSR - substantial completion request

Thomas, thank you for the clarifications. Please follow up with a general time frame so we can give Jennifer adequate time for extension.

I would guess it is matter of an email from the city to their provider to add insurance. If I can help in any way, please let me know.

Our policy (Policy Number: CRT563748300) has an **expiration Date: 02/28/2025**. There after will an additional cost.



Wade Devlieger
3321 4th Ave S, Suite B
Fargo, ND 58103

Office 701-929-3576
Cell 701-970-9958
wade.devlieger@rlwest.org

rlwest.org

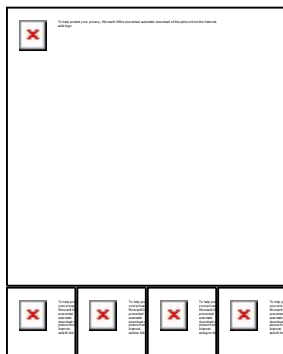
From: Thomas Hudson <Thomas.Hudson@AE2S.com>
Sent: Tuesday, February 18, 2025 9:38 AM
To: Wade Devlieger <wade.devlieger@rlwest.org>
Cc: Matt Erickson <Matt.Erickson@AE2S.com>
Subject: RE: 2213 Mitchell SD PS and GSR - substantial completion request

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Wade,

The City of Mitchell is currently reviewing the preliminary certificate of Substantial Completion and is confirming their permanent property insurance is in place. As per specification C-700, 15.03, D, once the City has their permanent property insurance policy in place and the final certificate of substantial completion is issued, RLW's builder's risk insurance policy may end. When the City has confirmed their policy is in place and approved substantial completion, the final certificate of Substantial Completion will be issued to RLW.

Thanks!



Thomas Hudson
EIT

Thomas.Hudson@ae2s.com

Office: 605.275.5620
Cell: 605.850.9138

2401 West Trevi Place, Suite 100
Sioux Falls, SD 57108

From: Wade Devlieger <wade.devlieger@rlwest.org>
Sent: Saturday, February 8, 2025 7:13 AM
To: Matt Erickson <Matt.Erickson@AE2S.com>
Cc: Thomas Hudson <Thomas.Hudson@AE2S.com>
Subject: 2213 Mitchell SD PS and GSR - substantial completion request

CAUTION: [EXTERNAL] This email originated from outside of AE2S. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt, Attached is contractors request for substantial completion. Please review and reach out to me for our next steps to close out.



651 Corporate Circle, Suite 108
Golden, CO 80401

SCI PROJECT #: 22-13
PROJECT NAME: Mitchell SD
DATE: 3/6/2025
COP/RFP: RFP 09 rev1

CHANGE ORDER PROPOSAL

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR	EQUIPMENT	LINE	TOTAL	
			HOURS	\$ RATE	TOTAL	RATE	TOTAL	TOTAL	TOTAL			
Labor				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
- PM	1.00	MH	12.00	\$ 110.00	\$1,320.00	\$ -	\$0.00	\$ -	\$ -		\$1,320.00	
- Superintendent (5hrs per week)	1.00	MH	48.00	\$ 120.00	\$5,760.00	\$ -	\$0.00	\$ -	\$ -		\$5,760.00	
- Operator	1.00	MH	0.00	\$ 85.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
- Carpenter	1.00	MH	0.00	\$ 85.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
- Carpenter	1.00	MH	0.00	\$ 85.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
- Laborer	1.00	MH	0.00	\$ 85.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
- Pipefitter	1.00	MH	0.00	\$ 95.00	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
- Perdiem	1.00	MH	60.00	\$ 12.50	\$750.00		\$0.00				\$750.00	
Materials	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
	0.00	EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
Total Till - \$5,000 DEDUCT REMOVE SEEDING	1.00	EA	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ (5,000.00)	\$ -		(\$5,000.00)	
Aqua Pure - GSR residuals	1.00	EA	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ (500.00)	\$ -		(\$500.00)	
Insurance Premieum	1.00	WKS		\$ -	\$0.00	\$ 2,993.00	\$2,993.00	\$ -	\$ -		\$2,993.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
Equipment		LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
		EA		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
Skidloader	1.00	EA	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ 6,864.00		\$6,864.00	
Schoenfelder Porta	1.00	LS	0.00	\$ -	\$0.00	\$ -	\$0.00	\$ 1,000.00	\$ -		\$1,000.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00	
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%								\$ 391.50	
Sales Tax	1.00	ea	4.200%								\$ 125.71	
Totals			\$ 120.00	\$ 7,830.00			\$ 2,993.00		\$ (4,500.00)	\$ 6,864.00	\$ 13,704.21	
Mark-up on Subs-5%											RLW Mark-up on Subs (5%)	\$ -
Mark-up @ 15%											RLW Mark-up on Labor, Material, and Equipment (15%)	\$ 2,653.05
Bond Cost @ 1%											Bond Cost (1%)	\$ 163.57
Excise Tax @ 2%											Excise Tax @ 2%	\$ 337.19
Total Change Order Request											Total Change Order Proposal Request	\$ 16,858.00
Contract Extension (Days)											Days Requested	

The City is willing to
compromise and add
an additional 22 days,
making the total days
requested 113.
-MGE 4/9/25

91 days
- MGE 3/28/25

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 19, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-43120-42630, \$101,250.00		
Agenda Item:	Change Order #1 to Zacharias Construction, Inc for Asphalt/Concrete Crushing Project #2024-09		
Explanation/Background of Agenda Item Requested:	Change Order No. 1 for Asphalt/Concrete Crushing for Project No. 2024-09 Change Order No. 1 adds additional quantity to last year's bid. Please see attached Change Order #1 for detailed information. Original Contract Amount - \$251,250.00 Current Contract Amount - \$251,250.00 Increase of this Change Order - \$100,587.50 New Contract Amount - \$351,837.50 City staff recommends approval of Change Order No. 1 as outlined above. Project Contingencies - \$662.50		

CHANGE ORDER NO.: 1

Owner: City of Mitchell
Contractor: Zacharias Construction, Inc.
Project: Asphalt/Concrete Crushing
Date Issued: 5/19/2025

City's Project No.: 2024-9

Effective Date of Change Order: 5/19/2025

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

The contract is being amended to add additional quantity for dollars budgeted in 2025 installed.

Attachments: See Attached

Change in Contract Price	Change in Contract Time
Original Contract Price: \$251,250.00	Original Contract Times: Substantial Completion: <u>December 31, 2024</u> Ready for final payment: <u>January 31, 2025</u>
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: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$251,250.00	Contract Times prior to this Change Order: Substantial Completion: <u>December 31, 2024</u> Ready for final payment: <u>January 31, 2025</u>
Increase of this Change Order: \$100,587.50	Increase of this Change Order: Substantial Completion: <u>365</u> Ready for final payment: <u>365</u>
Contract Price incorporating this Change Order: \$351,837.50	Contract Times with all approved Change Orders: Substantial Completion: <u>December 31, 2025</u> Ready for final payment: <u>January 31, 2026</u>

Approved by Contractor

By: _____
Title: _____
Date: _____

Recommended for Approval

By: _____
Title: Public Works Director-City Engineer
Date: _____

Approved by Owner

By: _____
Title: Mayor
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 Contractor: Zacharias Construction, Inc. Project: Asphalt/Concrete Crushing										City's Project No.: 2024-9
										Effective Date of Change Order: 05/19/25
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	LS	\$ 15,000.00	\$ 15,000.00		LS	1.00	\$ 15,000.00	
2	Crushing Asphalt and Concrete Surfacing	35000	TN	\$ 6.75	\$ 236,250.00	14250	TN	49,250.00	\$ 332,437.50	
CO1-1	Mobilization for Change Order No. 1		LS	\$ 4,400.00		1	LS	1.00	\$ 4,400.00	
Total for Bid Schedule A					\$ 251,250.00				\$ 351,837.50	

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

JOHN AND CHIARA ADAMO
210 1/2 N. MAIN ST. APT. F
MITCHELL, SD 57301

Owner's Telephone #: 916 832 8024, 916 832 0490

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

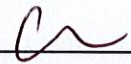
- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☒ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this license in active use? ☒ Yes ☒ No **YES** SW

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 4/23/25 Print Name CHIARA ADAMO Signature 

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC ADAMOS

Address of office and principal place of business of corporation/partnership/LP/LLC 210 1/2 N MAIN ST APT F
MITCHELL SD 57301

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

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

Name	Office	Address	Occupation
CHIARA ADAMO	PARTNER	210 1/2 N MAIN STREET F	SELF EMPLOYED
JOHN ADAMO	PARTNER	210 1/2 N MAIN STREET F	

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
CHIARA ADAMO	CA 41 ON SALE BEER+WINE-EATING PLACE 544986 40%
JOHN ADAMO	CA 41 ON SALE BEER+WINE-EATING PLACE 544986 60%
	2107 P STREET SACRAMENTO CA 95816

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

JOHN ADAMO 210 1/2 N MAIN ST APT F

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



4/23/25

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

same as Sales tax #
A. Owner Name and Address

JOHN & CHIARA ADAMO
210 1/2 N MAIN ST MITCHELL SD
APT. F 57301

Owner's Telephone #: 916 832 8024, 916 832 0490

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 **YES**

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

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

B. Business Name and Address

ADAMO'S
223 N MAIN STREET MITCHELL SD
57301

Business Telephone #: 916 832 8024

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

County: DAVISON

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

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

D. Legal description of licensed premise:

FULL SERVICE RESTAURANT
LOTS 1 and 2 BLOCK 8
MITCHELL ORIGINAL

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

E. State Sales Tax Number 1042-3377 57

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

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

Date 4/23/25 Print Name CHIARA ADAMO Signature 

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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: _____

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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 ADAMOS

Address of office and principal place of business of corporation/partnership/LP/LLC 210 1/2 N MAIN ST APT F
MITCHELL SD 57301

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

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

Name	Office	Address	Occupation
CHIARA ADAMO	PARTNER	210 1/2 N MAIN STREET F	SELF EMPLOYED
JOHN ADAMO	PARTNER	210 1/2 N MAIN STREET F	

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
CHIARA ADAMO	CA 41 ON SALE BEER+WINE-EATING PLACE 544986 40%
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	2107 P STREET SACRAMENTO CA 95814

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

JOHN ADAMO 210 1/2 N MAIN ST APT F

With signature the applicant agrees to the following:

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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



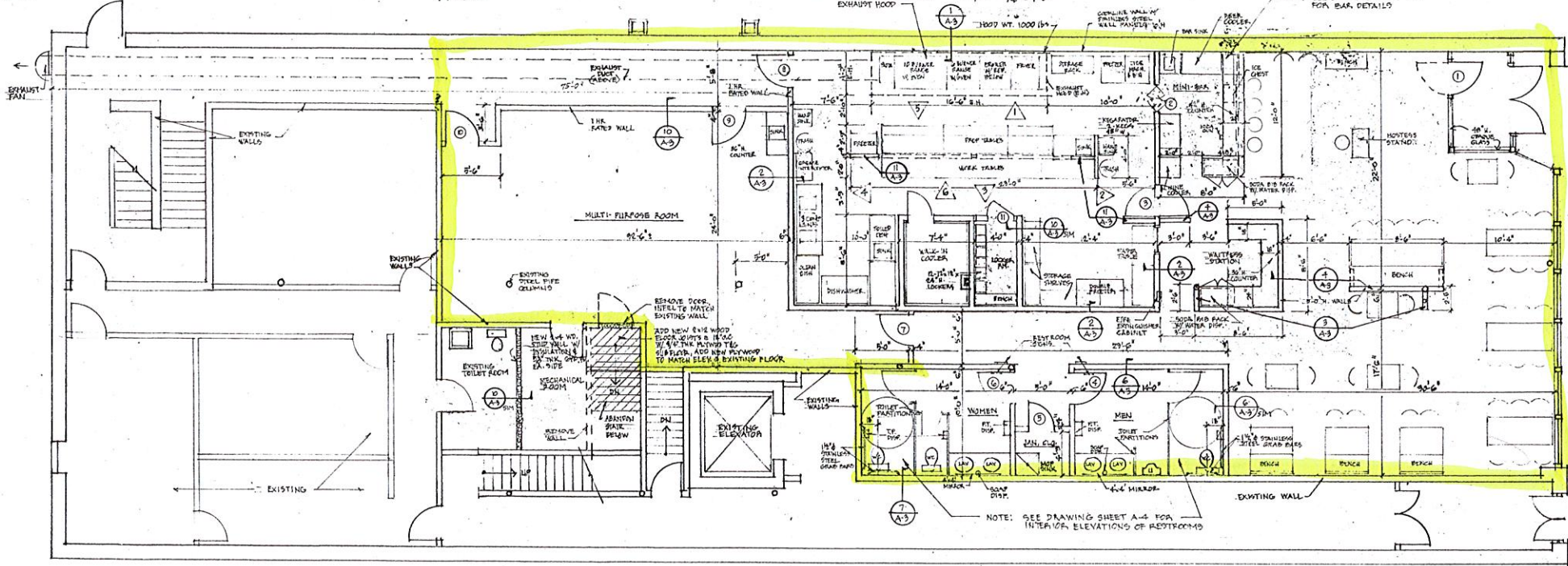
4/23/25

3rd

ELEVATION
1/8" = 1'-0"

B ELEVATION
1/4" = 1'-0"

A ELEVATION
1/8" = 1'-0"



1 FLOOR PLAN
1/16" = 1'-0"

MAIN STREET

PAY ESTIMATES FOR MAY 19, 2025

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Rice Lake West	#2020-20 Mitchell Pump Station Above Ground	#21-Final	\$ 721,298.96	\$ 11,705,677.02	\$ 11,705,677.02
John T. Jones Construction Comp	#2022-1 WWTP -Phase II - South Plant	#9	\$ 1,642,059.05	\$ 9,208,710.17	\$ 31,328,750.00
GeoTek	#2022-1 South WWTP - Phase II - Schedule A	#8A	\$ 3,370.00	\$ 27,428.00	\$ 70,350.00
McLaury Engineering, Inc.	#2022-26 3rd & Main Streetscape	#16	\$ 1,402.50	\$ 278,421.60	\$ 301,956.00
Shive-Hattery	#2023-3 Lake Mitchell Jetty	#10	\$ 1,136.00	\$ 43,963.90	\$ 49,300.00
605 Companies Inc.	#2023-19 Cadwell Booster Station Rehab.	#4	\$ 10,691.55	\$ 359,412.00	\$ 359,412.00
McLaury Engineering	#2023-21 2nd & 4th Construction	#15	\$ 27,141.25	\$ 215,497.62	\$ 342,295.00
L.L. Jirsa, Architect	#2023-33 Lake Mitchell Tornado Shelter	#4	\$ 12,315.00	\$ 43,978.00	\$ 48,990.00
Sanitation Products	#2024-18 Dump Truck Box (off 2023 bid)	#1	\$ 45,565.00	\$ 45,565.00	\$ 45,565.00
Quality Cut Lawn	#2024-22R Airport Snow Removal	#8-2024	\$ 5,000.00	\$ 75,000.00	\$ 75,000.00
McLaury Engineering	#2025-8 13th & Wisconsin Drainage Study	#1	\$ 10,981.25	\$ 10,981.25	\$ 79,000.00
Schemmer	#2025-19 Corn Palace Expansion	#1	\$ 24,428.17	\$ 24,428.17	\$ 84,000.00
designArc Group	#2025-24 Ice Arena Roof Repair	#1	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
	TOTALS		\$ 2,511,888.73	\$ 22,045,562.73	\$ 44,496,795.02

Prepared by Deb Hanson-Sudbeck

PACKET : 07326 07327 07328

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-35882B15-0185	101-41110-42300	LEGAL PUBLICA 04.26.2025 MEETINGS,MINUTES	206732	293.57
		I-35882B15-0186	101-41110-42300	LEGAL PUBLICA PAVING BID INVITATION TO BIDS	206732	58.00
		I-35882B15-0189	101-41110-42300	LEGAL PUBLICA LOECKER PUBLIC HEARING	206732	12.31
		I-35882B15-0190	101-41110-42300	LEGAL PUBLICA FIRST PRESBYTERIAN CHURCH HEAR	206732	12.59
		I-35882B15-0191	101-41110-42300	LEGAL PUBLICA BOYD HEARING	206732	13.13
		I-35882B15-0192	101-41110-42300	LEGAL PUBLICA KOCH PREMIER PROP LLC HEARING	206732	13.13
		I-35882B15-0193	101-41110-42300	LEGAL PUBLICA 100 BLK LAKEVIEW LN KOCH	206732	13.13
01-04015	CORN PALACE					
		I-202502030261	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	206735	15.00
		I-202504300604	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	206736	15.00
DEPARTMENT 1110 CITY COUNCIL						TOTAL: 445.86

5/14/2025 4:36 PM
PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1210 MAYOR'S OFFICE
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00971	MAXIMUM PROMOTIONS INC					
		I-50856	101-41210-43300	VETERAN'S PAR FLAGS FOR VETERANS PARK	206790	359.00
		I-FC7927	101-41210-43300	VETERAN'S PAR FINANCE CHARGE	206790	6.20
				DEPARTMENT 1210 MAYOR'S OFFICE	TOTAL:	365.20

PACKET : 07326 07327 07328

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1220 CITY ADMINISTRATOR

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06750	MITCHELL TELECOM					
		I-11092225	101-41220-42800	UTILITIES-TEL ACCT #00223662-2	206803	2.13
DEPARTMENT 1220 CITY ADMINISTRATOR					TOTAL:	2.13

PACKET : 07326 07327 07328

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1230 ADMINISTRATIVE BOARDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06750	MITCHELL TELECOM					
		I-11092225	101-41230-42800	UTILITIES-TEL ACCT #00223662-2	206803	0.21
DEPARTMENT 1230 ADMINISTRATIVE BOARDS TOTAL:						0.21

05/14/2025 4:36 PM
PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03124	AMERICAN LEGAL PUBLISHI	I-42253	101-41410-42800	RECODIFY CITY SUPPLEMENT PAGES	206705	358.43
01-06739	THOMSON REUTERS - WEST	I-815855627	101-41410-42610	WEST GROUP LA APR 2025 ONLINE SUBSCRIPTION	206858	824.82
01-06750	MITCHELL TELECOM	I-11092225	101-41410-42810	UTILITIES-TEL ACCT #00223662-2	206803	1.54
DEPARTMENT 1410 ATTORNEY'S OFFICE					TOTAL:	1,184.79

05/14/2025 4:36 PM
PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1420 FINANCE
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-200003009	101-41420-42700	TRAVEL ROTH FO SCHOOL REG	206843	75.00
01-06750	MITCHELL TELECOM					
		I-11092225	101-41420-42800	UTILITIES - T ACCT #00223662-2	206803	4.80
01-09703	AMAZON CAPITAL SERVICES					
		I-1NKY-9MX3-Y7XJ	101-41420-42600	SUPPLIES & MA SHARP CALCULATOR	206703	127.43
				DEPARTMENT 1420 FINANCE	TOTAL:	207.23

01/14/2025 4:36 PM
PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1440 HUMAN RESOURCES
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00483	COUNTY FAIR					
		I-032525	101-41440-42950	EMPLOYEE BANQ REMAINING BALANCE PAID	206737	4.79
01-03571	CONNOR DAVIS					
		I-04292025	101-41440-42220	CDL TRAINING CDL LICENSE REIMBURSED	206744	33.00
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00121046-00	101-41440-42231	EMPLOYEE PHYS DRUG SCREENINGS, PHYSICALS	206707	3,706.00
01-05319	AVERA OCCUPATIONAL MEDI					
		I-00121230-00	101-41440-42231	EMPLOYEE PHYS LABS	206708	109.80
01-06750	MITCHELL TELECOM					
		I-11092225	101-41440-42800	UTILITIES ACCT #00223662-2	206803	2.15
01-08711	ONE SOURCE THE BACKGROU					
		I-2022178636	101-41440-42210	PROFESSIONAL BACKGROUND CHECKS	206818	971.45
01-08900	THOMAS L PRICE INC					
		I-04212025	101-41440-42231	EMPLOYEE PHYS PSYCHOLOGICAL SCREENING	206857	350.00
		I-04302025	101-41440-42231	EMPLOYEE PHYS PSYCHOLOGICAL SCREENING	206857	350.00
		I-043025	101-41440-42231	EMPLOYEE PHYS PSYCHOLOGICAL SCREENING	206857	350.00
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	5,877.19

PACKET : 07326 07327 07328

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1460 INSURANCE & BONDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02488	CLAIMS ASSOCIATES INC					
		I-05062025	101-41460-42110	LIABILITY, PR CLAIM NO. GC23.120847	206730	5,000.00
				DEPARTMENT 1460 INSURANCE & BONDS	TOTAL:	5,000.00

PACKET : 07326 07327 07328

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1920 MUNICIPAL BUILDINGS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-2587293-8.04.25	101-41920-42811	UTILITIES-CIT 612 N MAIN ST	206809	1,736.29
		I-2830632-2.04.25	101-41920-42810	UTILITIES-STO 5951 AIRPORT RD	206809	429.63
01-08281	VESTIS					
		I-6380275364	101-41920-42520	REPAIR-CITY H MAT CLEANING	206867	66.84
		I-6380282284	101-41920-42520	REPAIR-CITY H MAT CLEANING	206867	66.84
				DEPARTMENT 1920 MUNICIPAL BUILDINGS	TOTAL:	2,299.60

PACKET : 07326 07327 07328

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-2279-2788	101-41935-42615	POSTAGE POSTAGE 04.16-30.2025	206827	322.88
		I-620780	101-41935-42615	POSTAGE FLATS POSTAGE 04.16-30.2025	206827	7.43
01-03678	INTERSTATE OFFICE PRODU					
		I-01EG5943	101-41935-42640	COPY MACHINE COPIER PAPER	206770	218.10
01-05195	A & B BUSINESS SOLUTION					
		I-IN1254327	101-41935-42250	MANAGED PRINT CT9857-01 PRINTER CONTRACT	206700	4,653.58
01-06750	MITCHELL TELECOM					
		I-11092225	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	206803	2,503.02
		I-11092225	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	206803	3.91
01-09703	AMAZON CAPITAL SERVICES					
		I-1D3G-DJLJ-43RW	101-41935-42600	SUPPLIES MONITOR STAND ROUTING BASE	206703	56.99
01-09769	N-ABLE TECHNOLOGIES LTD					
		I-4435013	101-41935-42920	COMPUTER SOFT APR 2025 DATA BACKUP & RECOVER	206807	185.40
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						7,951.31

05/14/2025 4:36 PM
 PACKET : 07326 07327 07328
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 2110 POLICE DEPARTMENT
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00130	DAVISON COUNTY TREASURE	I-05132025	101-42110-42600	SUPPLIES 2025 DURANGO TITLE,PLATE,REG	206746	26.70
01-01020	CENTRAL ELECTRIC COOPER	I-14579002.05.25	101-42110-42810	UTILITIES 25647 412TH AVE	206723	102.70
01-01199	STURDEVANTS AUTO VALUE	I-815055707	101-42110-42500	REPAIR & MAIN OIL FILTERS	206852	31.72
01-01210	LAKEVIEW VETERINARY CLI	I-338046	101-42110-42670	SERVICE DOG S K9 MEDICATION	206782	86.99
01-01322	LARRY'S I-90 SERVICE IN	I-106819	101-42110-42610	GAS OIL TIRES MOUNT & BALANCE TIRE	206784	30.00
01-01590	MCLEOD'S PRINTING	I-83779	101-42110-42600	SUPPLIES ACCIDENT INFO FORMS	206792	149.90
		I-83810	101-42110-42600	SUPPLIES SARNE/ALLWINE BUSINESS CARDS	206792	117.00
01-01830	NORTHWESTERN ENERGY	I-2949839-1.05.25	101-42110-42810	UTILITIES 122 S ROWLEY ST	206809	99.93
01-02679	MENARD'S INC	I-86572	101-42110-42600	SUPPLIES STAPLES,GARDEN STAKES	206794	9.93
01-02684	STREICHER'S - MINNEAPOL	I-I1759515	101-42110-42600	SUPPLIES VEST CARRIER,NAME PATCHES	206851	320.49
01-03018	KONE	I-871675685	101-42110-42500	REPAIR & MAIN QUARTERLY ELEVATOR MAINTENANCE	206779	999.57
01-03267	WALMART/CAPITAL ONE	I-8858.05012025	101-42110-42600	SUPPLIES ZIP TIES	206868	28.26
01-03518	HUNTER HEATING & COOLIN	I-354	101-42110-42500	REPAIR & MAIN SERVICE AND INSPECTION	206764	379.50
		I-368	101-42110-42500	REPAIR & MAIN INSTALL NEW COMPRESSOR	206764	4,928.04
01-04044	TYLOR CASSINGHAM	I-04282025	101-42110-42700	TRAVEL, CONF PIERRE CERT TRAINING MILEAGE	206721	93.62
01-06750	MITCHELL TELECOM	I-11092225	101-42110-42800	TELEPHONE ACCT #00223662-2	206803	20.80
		I-11095624	101-42110-42800	TELEPHONE ACCT #00241863-3	206803	70.52
01-06904	JOHN BADKER	I-05092025	101-42110-42700	TRAVEL, CONF WATERTOWN SWAT TRNG-MEALS	206711	150.00
01-08252	CORPORATE TRANSLATION S					

PACKET : 07326 07327 07328

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
01-08252	CORPORATE TRANSLATION S	continued				
		I-300655	101-42110-42200	PROFESSIONAL APR 2025 TRANSLATION SERVICES	206783	266.57
01-08281	VESTIS					
		I-6380283193	101-42110-42200	PROFESSIONAL MAT CLEANING	206867	74.79
01-09180	ANDREW BECKER					
		I-05122025	101-42110-42700	TRAVEL, CONF WATERTOWN SWAT TRNG-MEALS	206714	150.00
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4822590	101-42110-42600	SUPPLIES PAPER	206769	22.44
01-10407	GUARDIAN ALLIANCE TECHN					
		I-28456	101-42110-42200	PROFESSIONAL APPLICANT PRE-SCREENING	206761	50.00
01-10467	R PLACE KENNEL					
		I-0005700	101-42110-42670	SERVICE DOG S KENNEL SERVICE FOR JACKY	206830	319.00
				DEPARTMENT 2110 POLICE DEPARTMENT	TOTAL:	8,528.47

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00056	JOSH'S TOOLS LLC					
		I-050825137621	101-42130-42530	TRAFFIC LIGHT PED GRIP EDGE KIT	206776	240.00
01-00424	RUNNINGS SUPPLY INC					
		I-2047011	101-42130-42600	SUPPLIES ROUNDUP,PUNCH PIN	206833	29.78
01-01020	CENTRAL ELECTRIC COOPER					
		I-12553001.05.25	101-42130-42835	UTILITIES-STR CARL RD	206723	276.00
		I-14579001.05.25	101-42130-42835	UTILITIES-STR 25040 SD HWY 37	206723	302.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815055673	101-42130-42500	REPAIRS BATTERIES	206852	330.66
01-01450	MUTH ELECTRIC INC					
		I-800123	101-42130-42560	SIREN REPAIR REPLACE FBO IN SIREN	206806	159.18
01-01490	MUELLER LUMBER CO. INC.					
		I-301375	101-42130-42500	REPAIRS NITRILE GLOVES	206805	11.04
01-01518	VERIZON WIRELESS					
		I-6112205723	101-42130-42820	TELEPHONE ACCT #886931646-00001	206865	135.47
01-01830	NORTHWESTERN ENERGY					
		I-2573393-2.05.25	101-42130-42810	UTILITIES-TRA E 1ST AND GAMBLE ST	206809	22.25
		I-2573626-5.05.25	101-42130-42810	UTILITIES-TRA 1030 E 1ST AVE	206809	13.76
		I-2580169-7.05.25	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	206809	26.86
		I-2581243-9.04.25	101-42130-42835	UTILITIES-STR STREET LIGHTS	206809	24,458.67
		I-2585321-9.04.25	101-42130-42810	UTILITIES-TRA E HAVENS AND BURR ST	206809	199.80
		I-2585833-3.04.25	101-42130-42810	UTILITIES-TRA 1909 N MAIN ST	206809	98.79
		I-2585833-3.05.25	101-42130-42810	UTILITIES-TRA 1909 N MAIN ST	206809	5.20
		I-2586693-0.04.25	101-42130-42835	UTILITIES-STR 112 W 2ND AVE	206809	43.99
		I-2586929-8.04.25	101-42130-42835	UTILITIES-STR 111 W 5TH AVE	206809	17.42
		I-2586966-0.04.25	101-42130-42835	UTILITIES-STR 111 W 7TH AVE	206809	98.86
		I-2778164-0.05.25	101-42130-42810	UTILITIES-TRA 1ST AND SANBORN ST	206809	118.66
		I-2781011-8.05.25	101-42130-42520	EMERGENCY SIR 1001 E BIRCH AVE PWSP SIREN	206809	28.61
		I-2793476-9.05.25	101-42130-42810	UTILITIES-TRA 1ST AND BURR ST SIGNAL LIGHTS	206809	68.98
		I-2812391-7.04.25	101-42130-42520	EMERGENCY SIR 5861 TOWER RD	206809	28.79
		I-2860182-1.04.25	101-42130-42810	UTILITIES-TRA MINNESOTA AND 16 AVE	206809	12.70
		I-2860183-9.04.25	101-42130-42810	UTILITIES-TRA MINNESOTA AND 18 AVE	206809	12.70
		I-2942176-5.05.25	101-42130-42810	UTILITIES-TRA 809 E 1ST AVE	206809	13.59
		I-2955717-0.04.25	101-42130-42835	UTILITIES-STR 500 N MAIN LOT PARKING	206809	27.49
		I-3480194-4.04.25	101-42130-42810	UTILITIES-TRA 111 W 7TH PWSP SIGNAL	206809	139.98
		I-3480195-1.04.25	101-42130-42810	UTILITIES-TRA 112 W 2ND PWSP SIGNAL	206809	113.53
		I-3480197-7.04.25	101-42130-42810	UTILITIES-TRA 111 W 5TH PWSP SIGNAL	206809	132.28
		I-3880132-0.04.25	101-42130-42810	UTILITIES-TRA 1808 N MINNESOTA AVE SGNL	206809	111.65
		I-4242942-3.04.25	101-42130-42835	UTILITIES-STR N HWY 37 STREET LIGHTS	206809	221.70
		I-4255820-5.03.25	101-42130-42835	UTILITIES-STR 103 S MAIN ST	206809	12.00
01-02804	TMA STORES					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02804	TMA STORES		continued			
		I-108692	101-42130-42500	REPAIRS LOOSE FLAT REPAIR,TUBE	206861	24.59
01-02811	JONES SUPPLIES					
		I-151705	101-42130-42600	SUPPLIES WIPERS	206775	98.17
01-02880	THUNE TRUE VALUE & APPL					
		I-A594220	101-42130-42530	TRAFFIC LIGHT ANTI-SEIZE COMPOUND	206859	4.99
DEPARTMENT 2130 TRAFFIC DEPARTMENT						TOTAL: 27,640.14

PACKET : 07326 07327 07328

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2200 FIRE DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-815055705	101-42200-42500	REPAIR & MAIN BATTERY,OIL FILTERS,CABIN AIR	206852	19.81
01-01830	NORTHWESTERN ENERGY					
		I-3566523-1.04.25	101-42200-42810	UTILITIES 5971 AIRPORT RD BLDG 21	206809	44.48
01-02679	MENARD'S INC					
		I-86725A	101-42200-43200	BUILDINGS FOAM KIT,COATS PAD,PAINT	206794	64.44
		I-86806	101-42200-43200	BUILDINGS PAINT ROLLER,TAPE,LINERS	206794	33.19
		I-86849	101-42200-43200	BUILDINGS DRAWER PULLS	206794	175.95
		I-86858	101-42200-43200	BUILDINGS PIPES,FITTINGS,PRIMER,COUPLING	206794	35.67
		I-86927	101-42200-43200	BUILDINGS FOAM KIT,CEDAR BOARDS	206794	424.29
		I-86978	101-42200-43200	BUILDINGS P-TRAP,FLANGE,SINK COLLAR,PUTT	206794	128.10
		I-87193	101-42200-43200	BUILDINGS TRAY DIVIDER,COOKWARE RACK	206794	170.88
01-03518	HUNTER HEATING & COOLIN					
		I-354	101-42200-42500	REPAIR & MAIN SERVICE AND INSPECTION	206764	237.19
01-05276	M & T FIRE AND SAFETY I					
		I-14395	101-42200-42641	PROTECTIVE CL BUNKER GEAR	206786	14,372.00
01-06750	MITCHELL TELECOM					
		I-11092225	101-42200-42800	TELEPHONE ACCT #00223662-2	206803	2.72
		I-11095624	101-42200-42810	UTILITIES ACCT #00241863-3	206803	70.52
01-08380	PETERBILT OF SIOUX FALL					
		I-A704904	101-42200-42500	REPAIR & MAIN UPPER ENGINE GASKET KIT	206821	657.64
01-09362	J & D MASONRY INC					
		I-05012025	101-42200-42500	REPAIR & MAIN BRICK REPAIR	206771	1,632.16
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4821935	101-42200-42600	SUPPLIES BATTERY,BINDER	206769	45.93
		I-IN4822590	101-42200-42600	SUPPLIES PAPER	206769	22.44
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	18,137.41

5/14/2025 4:36 PM
PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00262	GREAT WESTERN TIRE CO					
		I-1-655272	101-43100-42500	REPAIRS LUGNUTS RETORQUED	206760	1,551.60
	PROJ: L59-42500	163		REPAIR MAINTENANCE		
01-00436	CHS FARMERS ALLIANCE					
		I-IA0242	101-43100-42500	REPAIRS MOUNT USED TIRE	206726	150.00
	PROJ: L62-42500	166		REPAIR MAINTENANCE		
		I-IA0321	101-43100-42500	REPAIRS MOUNT TIRES	206726	120.00
	PROJ: L59-42500	163		REPAIR MAINTENANCE		
01-00532	A-OX WELDING SUPPLY CO					
		I-0001434561	101-43100-42600	SUPPLIES OXYGEN FILLS	206701	89.97
		I-0001434570	101-43100-42500	REPAIRS DRIVERS GLOVES	206701	30.78
01-00712	NAPA CENTRAL					
		I-814031	101-43100-42600	SUPPLIES FITTINGS	206808	322.02
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-814212	101-43100-42500	REPAIRS FAN	206808	160.17
	PROJ: L10-42500	106		REPAIR MAINTENANCE		
01-00917	DAKOTA FLUID POWER INC					
		I-7329233	101-43100-42600	SUPPLIES FEMALE JIC SWIVEL,ELBOW-FORG	206739	420.04
	PROJ: L39-42600	140		SUPPLIES MATERIALS		
		I-7329234	101-43100-42600	SUPPLIES ELBOW,NIPPLE,HOSE,REDUCER,ORB	206739	706.05
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-7329235	101-43100-42600	SUPPLIES 1/2 MJ X 1/2 FP	206739	13.69
	PROJ: L39-42600	140		SUPPLIES MATERIALS		
		I-7329236	101-43100-42600	SUPPLIES AIR FITTING,T-BOLT CLAMP	206739	56.35
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-7329237	101-43100-42600	SUPPLIES ELBOW-FORG,LIVE SWIVEL	206739	473.30
	PROJ: L23-42600	124		SUPPLIES MATERIALS		
01-01117	FLEETPRIDE					
		I-125319858	101-43100-42500	REPAIRS HUB PILOT FLANGED WHEEL NUT	206756	27.10
	PROJ: L71-42500	903		REPAIR MAINTENANCE		
		I-125494244	101-43100-42600	SUPPLIES WIRE PLUG ASSB,BAR RED	206756	70.37
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-125515924	101-43100-42500	REPAIRS LED LIGHTS	206756	138.90
	PROJ: L55-42500	156		REPAIR MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815055348	101-43100-42600	SUPPLIES OIL CHANGE CARDS	206852	16.00
		I-815055710	101-43100-42600	SUPPLIES FOUR TOWER,AIR,OIL FLEET,CONT	206852	127.70
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-815055710	101-43100-42600	SUPPLIES FOUR TOWER,AIR,OIL FLEET,CONT	206852	241.13
	PROJ: L71-42600	903		SUPPLIES MATERIALS		
		I-815055710	101-43100-42600	SUPPLIES FOUR TOWER,AIR,OIL FLEET,CONT	206852	271.67
	PROJ: L25-42600	127		SUPPLIES MATERIALS		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01805	FASTENAL COMPANY					
		I-SDMIT178454	101-43100-42600	SUPPLIES CABLE TIES	206755	146.63
01-01964	DAKOTA SUPPLY GROUP					
		I-S104639010.001	101-43100-42600	SUPPLIES HOLE SAW,HEX SHNK ARBOR	206740	34.46
01-02418	SANITATION PRODUCTS INC					
		I-2024-18 P.E. #1	101-43100-43419	DUMP TRUCK 2024-18 P.E. #1	206836	45,565.00
01-06750	MITCHELL TELECOM					
		I-11092225	101-43100-42800	UTILITIES ACCT #00223662-2	206803	1.28
01-07100	JASON TUTTLE					
		I-05082025	101-43100-42650	UNIFORMS BOOTS REIMBURSED	206864	94.98
01-07526	O'REILLY AUTOMOTIVE INC					
		I-2090-175282	101-43100-42600	SUPPLIES TAIL PIPE	206817	13.25
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-13223335	101-43100-42500	REPAIRS IRON BLADES	206717	93.48
01-08380	PETERBILT OF SIOUX FALL					
		I-A703807	101-43100-42600	SUPPLIES POSITION SENSOR	206821	39.62
	PROJ: L58-42600	162		SUPPLIES MATERIALS		
		I-A703868	101-43100-42600	SUPPLIES POSITION SENSOR	206821	56.91
	PROJ: L58-42600	162		SUPPLIES MATERIALS		
01-09466	MACK METAL SALES INC					
		I-117374	101-43100-42600	SUPPLIES ROUND BAR,HR FLAT BAR	206787	718.23
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	51,750.68

01/14/2025 4:36 PM
PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS					
		I-6112205723	101-43110-42800	UTILITIES ACCT #886931646-00001	206865	80.02
01-03114	SUBWAY					
		I-1/A-714142	101-43110-42750	PLANNING COMM 05.12.25 PLANNING COMM MEALS	206853	44.95
01-03678	INTERSTATE OFFICE PRODU					
		I-01EG4963	101-43110-42600	SUPPLIES TAPE DISPENSER	206770	17.60
01-06750	MITCHELL TELECOM					
		I-11092225	101-43110-42800	UTILITIES ACCT #00223662-2	206803	5.80
		I-11094191	101-43110-42916	NUISANCE ABAT ACCT #00019259-0	206803	5.31
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	153.68

PACKET : 07326 07327 07328

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
01-01395	MITCHELL CONCRETE PRODU					
		I-110075	101-43120-43300	STREET OVERLA 5TH & MAIN CONCRETE	206799	672.00
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #16	101-43120-43300	STREET OVERLA 2022-26 P.E. #16	206791	546.98
		I-2023-21 P.E. #15	101-43120-43300	STREET OVERLA 2023-21 P.E. #15	206791	10,585.09
		I-2025-8 P.E. #1	101-43120-42200	PROF SERVICES 2025-8 P.E. #1	206791	10,981.25
				DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		22,785.32

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

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PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01518	VERIZON WIRELESS					
		I-6112205723	101-43700-42800	UTILITIES ACCT #886931646-00001	206865	73.31
DEPARTMENT 3700 CEMETERY					TOTAL:	73.31

PACKET : 07326 07327 07328

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 4120 ANIMAL CONTROL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01210	LAKEVIEW VETERINARY CLI					
		I-338207	101-44120-42900	IMPOUNDING DO APR 2025 MANAGEMENT FEE	206782	927.57
01-02017	DAVISON RURAL WATER SYS					
		I-4837.05.25	101-44120-42800	UTILITIES-POU APR 2025 WATER USAGE	206747	58.45
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	986.02

PACKET : 07326 07327 07328

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
01-01407	MITCHELL MUNICIPAL BAND					
		I-05072025	101-45000-42904	MUNICIPAL BAN 2025 ALLOCATION	206801	11,500.00
01-09219	CASA - FIRST CIRCUIT					
		I-2773	101-45000-42925	CASA 2025 2ND QTR ALLOCATION	206720	1,250.00
				DEPARTMENT 5000 CULTURE & RECREATION	TOTAL:	12,750.00

PACKET : 07326 07327 07328

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 5500 LIBRARY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01015	INGRAM LIBRARY SERVICES					
		I-87865165	101-45500-43420	BOOKS	206768	680.24
		I-87921767	101-45500-43420	BOOKS	206768	15.74
01-06026	CENTER POINT LARGE PRIN					
		I-2163222	101-45500-43420	BOOKS	206722	97.08
01-06583	BAKER & TAYLOR					
		I-2038999579	101-45500-43420	BOOKS	206713	73.33
01-06750	MITCHELL TELECOM					
		I-11092225	101-45500-42800	UTILITIES	206803	1.54
		I-11093147	101-45500-42800	UTILITIES	206803	77.95
01-08281	VESTIS					
		I-6380280960	101-45500-42600	SUPPLIES & MA MAT CLEANING	206867	63.95
01-09633	STAPLES					
		C-7655595943	101-45500-42600	SUPPLIES & MA RETURNED SNEEZE GUARD	206850	23.04-
		I-6029855318	101-45500-42600	SUPPLIES & MA SNEEZE GUARD	206850	23.04
		I-6029918618	101-45500-42600	SUPPLIES & MA SNEEZE GUARDS	206850	170.14
01-09703	AMAZON CAPITAL SERVICES					
		C-1FW3-NK7W-NQ4P	101-45500-42600	SUPPLIES & MA RETURNED CLAMPS	206703	26.61-
		I-1GRJ-TXFH-4KHK	101-45500-42600	SUPPLIES & MA DISPOSABLE WIPES	206703	129.17
		I-1H9Y-TWYY-1KQV	101-45500-42600	SUPPLIES & MA CLAMPS	206703	143.01
		I-1TFL-KJFH-Y3XL	101-45500-43420	BOOKS	206703	38.82
01-10218	INFO USA MARKETING INC					
		I-10004310648	101-45500-43420	BOOKS	206767	455.00
DEPARTMENT 5500 LIBRARY					TOTAL:	1,919.36
FUND 101 GENERAL					TOTAL:	176,308.99

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02790	SUN GOLD SPORTS LLC					
		I-32300	201-45110-42600	SUPPLIES & MA BASKETBALL CAMP TSHIRTS	206854	336.00
	PROJ: J52-SM-EQUIP	P&A ADULT PROGRAMS		SUPPLIES/MATERIAL-EQUIPMENT		
		I-32566	201-45110-42605	SUPPLIES & MA LIFEGUARD SHIRTS	206854	480.00
	PROJ: J50-SM-LIFEG	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-LIFEGRD SUPP		
01-06750	MITCHELL TELECOM					
		I-11092225	201-45110-42800	UTILITIES ACCT #00223662-2	206803	2.26
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2468450425	201-45110-42300	PUBLISHING P&R BROCHURE PUBLISHING	206758	4,027.22
	PROJ: J55-DAILY	P&A PUBLISHING		PUBLISHING-DAILY REPUBLIC		
01-09288	ADAM SCHULZ					
		I-05062025	201-45110-42600	SUPPLIES & MA DOH ACTIVITY LOGGING	206841	3,000.00
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-09703	AMAZON CAPITAL SERVICES					
		I-1YX6-X4GF-YM1J	201-45110-42605	SUPPLIES & MA BATTERY	206703	35.73
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-GENERAL		
DEPARTMENT 5110 RECREATION & AQUATICS					TOTAL:	7,881.21

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00940	HARVE'S SPORT SHOP					
		I-24707	201-45140-42600	SUPPLIES & MA LIZARDSKIN	206763	13.99
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-01830	NORTHWESTERN ENERGY					
		I-2580493-1.04.25	201-45140-42800	UTILITIES 1300 N MAIN	206809	3,664.64
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
		I-2773861-6.05.25	201-45140-42800	UTILITIES 1300 N MAIN ST UNIT 15	206809	2,727.25
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10620906	201-45140-42602	CHEMICALS LAB TESTINGS	206825	120.00
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-02679	MENARD'S INC					
		I-86726	201-45140-42600	SUPPLIES & MA MASONRY DRILL BIT	206794	6.37
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-02880	THUNE TRUE VALUE & APPL					
		I-A593971	201-45140-42600	SUPPLIES & MA TILEX REMOVER	206859	6.99
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-A594043	201-45140-42600	SUPPLIES & MA PLUG	206859	1.29
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
		I-A594073	201-45140-42500	REPAIR & MAIN NUTS,BOLTS	206859	0.90
	PROJ: J06-RM-EQUIP	REC CTR-GENERAL BLDG		REPAIR/MAINT-EQUIPMENT		
01-03267	WALMART/CAPITAL ONE					
		I-8775.05012025	201-45140-42600	SUPPLIES & MA CUPS	206868	29.11
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-04293	JCL SOLUTIONS					
		I-2004927	201-45140-42600	SUPPLIES & MA SPLASH HOG CLEAN	206773	113.62
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-04950	MIDCONTINENT COMMUNICAT					
		I-BIL-554220	201-45140-42300	PUBLISHING ADVERTISING	206797	200.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-557483	201-45140-42300	PUBLISHING ADVERTISING	206797	300.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-557817	201-45140-42300	PUBLISHING ADVERTISING	206797	800.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
01-05434	PLAYTIME LLC					
		I-31049	201-45140-43400	CAPITAL EQUIP 10% DEPOSIT PLAYGROUND EQUIP	206823	8,000.00
01-06750	MITCHELL TELECOM					
		I-11092225	201-45140-42800	UTILITIES ACCT #00223662-2	206803	0.02
		I-11096146	201-45140-42800	UTILITIES ACCT #00037690-1	206803	118.90
	PROJ: J09-TV	REC CTR UTILITIES		UTILITIES-TV		

PACKET : 07326 07327 07328

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
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12504110768	201-45140-42300	PUBLISHING ADVERTISING	206835	660.00
	PROJ: J08-KMIT	REC CTR PUBLISHING		PUBLISHING-KMIT		
01-08594	MAKE IT MINE DESIGNS					
		I-40815	201-45140-42650	UNIFORMS GULLEDGE LOGOING FEE	206788	15.00
	PROJ: J10-THOMAS	REC CTR UNIFORMS		UNIFORMS-THOMAS		
		I-40869	201-45140-42650	UNIFORMS CRANNY LOGOD SHIRTS,PT LOGOD	206788	55.45
	PROJ: J10-CHRIS	REC CTR UNIFORMS		UNIFORMS-CHRIS		
		I-40869	201-45140-42600	SUPPLIES & MA CRANNY LOGOD SHIRTS,PT LOGOD	206788	20.10
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-09143	ICAN INC					
		I-125032	201-45140-42300	PUBLISHING ADVERTISING	206765	750.00
	PROJ: J08-ICAN	REC CTR PUBLISHING		PUBLISHING-ICAN		
01-09633	STAPLES					
		I-6030574740	201-45140-42600	SUPPLIES & MA CONSTRUCTION PAPER	206850	17.96
	PROJ: J07-SM-OFFIC	REC CTR-PRESCHOOL		SUPPLIES/MATERIAL-OFFICE		
		I-6030574741	201-45140-42600	SUPPLIES & MA CONSTRUCTION PAPER	206850	67.71
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-6030708953	201-45140-42600	SUPPLIES & MA COLOR PAPER	206850	49.32
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-09703	AMAZON CAPITAL SERVICES					
		C-1CTD-PXY7-4FG7	201-45140-42650	UNIFORMS RETURNED GULLEDGE SHIRTS	206703	52.70-
	PROJ: J10-THOMAS	REC CTR UNIFORMS		UNIFORMS-THOMAS		
		I-16RN-FLJ3-4FK1	201-45140-42600	SUPPLIES & MA TUB DEFOAMER,DISPOSABLE CLOTHS	206703	152.91
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-1CND-CCTJ-69LR	201-45140-43300	CAPITAL IMPRO STATIONARY BENCHES,BARBELLS	206703	1,061.25
		I-1H3C-V9NJ-34FR	201-45140-42600	SUPPLIES & MA SPA FILTER	206703	20.90
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PLUMBING		
		I-1N1G-C691-1RYC	201-45140-42601	CONCESSION SU M&M'S,MIKE & IKES,SKITTLES,SPR	206703	212.55
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
		I-1N36-P1HF-HK63	201-45140-42600	SUPPLIES & MA BADGE LANYARDS	206703	43.17
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-1W13-T1KT-M7XG	201-45140-42650	UNIFORMS GULLEDGE LOGOD SHIRTS	206703	105.40
	PROJ: J10-THOMAS	REC CTR UNIFORMS		UNIFORMS-THOMAS		
		I-1WMR-9FFP-43JY	201-45140-42600	SUPPLIES & MA POPCORN	206703	73.98
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
DEPARTMENT 5140 RECREATION CENTER					TOTAL:	19,356.08

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
	I-10181	201-45160-42600	SUPPLIES & MA WASHERS,DRILL BIT,PUTTY KNIFE	206753	20.96	
	PROJ: H04-42600	BASEBALL	SUPPLIES/MATERIALS			
	I-10997	201-45160-42600	SUPPLIES & MA BATTERY	206753	5.59	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
	I-11318	201-45160-42500	REPAIR & MAIN LOCK ENTRY	206753	139.96	
	PROJ: H06-42500	ARENA-NORTH RINK	REPAIR-MAINTENANCE			
	I-12160	201-45160-42600	SUPPLIES & MA PLUMBERS PUTTY,AUGER PLASTIC	206753	21.98	
	PROJ: H04-42600	BASEBALL	SUPPLIES/MATERIALS			
	I-6882	201-45160-42600	SUPPLIES & MA BULB LED	206753	21.99	
	PROJ: H07-42600	PEPSI COMPLEX	SUPPLIES/MATERIALS			
	I-9755	201-45160-42600	SUPPLIES & MA UTLITY LIGHTER	206753	9.99	
	PROJ: H06-42600	ARENA-NORTH RINK	SUPPLIES-MATERIALS			
	I-9937	201-45160-42600	SUPPLIES & MA LED LIGHT BULBS	206753	22.99	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
01-00424	RUNNINGS SUPPLY INC					
	I-2039260	201-45160-42600	SUPPLIES & MA MOVERS DOLLY	206833	51.98	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
01-00436	CHS FARMERS ALLIANCE					
	I-IG4341	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	206726	26.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
	I-IG4384	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	206726	26.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
01-01355	MIDWEST TURF & IRRIGATI					
	I-3948905-00	201-45160-42500	REPAIR & MAIN EXHAUST MUFFLER,TUBE,GASKET	206798	69.17	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
	I-3948905-01	201-45160-42500	REPAIR & MAIN EXHAUST MUFFLER,TUBE,SCREW	206798	758.20	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
01-01450	MUTH ELECTRIC INC					
	I-800108	201-45160-42500	REPAIR & MAIN REMOVE/INSTALL NEW BOX/COVER	206806	132.22	
	PROJ: H05-42500	SOFTBALL	REPAIR/MAINTENANCE			
01-01518	VERIZON WIRELESS					
	I-6112205723	201-45160-42800	UTILITIES ACCT #886931646-00001	206865	47.73	
01-01830	NORTHWESTERN ENERGY					
	I-2579265-6.04.25	201-45160-42800	UTILITIES 1101 N EDMUNDS PWSP M SHLTR	206809	47.99	
	PROJ: H10-42800	MUNROE PARK	UTILITIES			
	I-2585121-3.04.25	201-45160-42800	UTILITIES 313 N HARMON DR	206809	45.76	
	PROJ: H07-42800	PEPSI COMPLEX	UTILITIES			
	I-2586408-3.04.25	201-45160-42800	UTILITIES TOURNEY HDQT	206809	22.43	
	PROJ: H04-42800	BASEBALL	UTILITIES			
	I-2586410-9.04.25	201-45160-42800	UTILITIES 1301 N MINNESOTA LIFT	206809	38.69	
	PROJ: H05-42800	SOFTBALL	UTILITIES			
	I-2718054-6.04.25	201-45160-42800	UTILITIES 5825 TOWER RD	206809	398.14	
	PROJ: H07-42800	PEPSI COMPLEX	UTILITIES			

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-2787244-9.04.25	201-45160-42800	UTILITIES D E CONCESSION	206809	38.86
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787247-2.04.25	201-45160-42800	UTILITIES WEST ELEC D E	206809	29.05
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787248-0.04.25	201-45160-42800	UTILITIES WEST ELEC F G	206809	85.15
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787249-8.04.25	201-45160-42800	UTILITIES H I J K SHOP	206809	49.30
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787283-7.04.25	201-45160-42800	UTILITIES SOCCER FIELD	206809	92.32
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2787285-2.04.25	201-45160-42800	UTILITIES CADWELL PARK CONCESSION	206809	13.06
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2825237-7.04.25	201-45160-42800	UTILITIES 1301 N MINNESOTA	206809	270.55
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2920373-4.04.25	201-45160-42800	UTILITIES STAD SCOREBOARD 23	206809	184.74
	PROJ: H04-42800	BASEBALL		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S104647468.001	201-45160-42600	SUPPLIES & MA CHROME FAUCET WITHOUT DRAIN	206740	258.43
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-S104675734.001	201-45160-42600	SUPPLIES & MA FLEX COUPLING PVC	206740	8.68
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-86677	201-45160-42600	SUPPLIES & MA CLEANING CADDY,TONGS,RAKE	206794	207.15
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-02804	TMA STORES					
		I-108709	201-45160-42500	REPAIR & MAIN LOOSE FLAT REPAIR	206861	28.17
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-02880	THUNE TRUE VALUE & APPL					
		I-A593987	201-45160-42600	SUPPLIES & MA NUTS,BOLTS,SCREWS	206859	32.48
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-A594140	201-45160-42600	SUPPLIES & MA DRAIN BEND	206859	2.50
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-A594221	201-45160-42600	SUPPLIES & MA PLUG	206859	2.99
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-A594270	201-45160-42600	SUPPLIES & MA BALL VALVES,NIPPLES,PIPE WRENC	206859	86.88
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-A594320	201-45160-42600	SUPPLIES & MA ELBOWS,VALVES,NIPPLES	206859	17.68
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-A594486	201-45160-42600	SUPPLIES & MA BATTERIES	206859	17.99
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-B303016	201-45160-42600	SUPPLIES & MA ELBOWS	206859	1.60
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-03538	605 COMPANIES INC					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03538	605 COMPANIES INC	continued				
		I-2023-19 P.E. #4	201-45160-43300	CAPITAL IMPRO 2023-19 P.E. #4	206699	10,691.55
01-07423	DESIGNARC GROUP					
		I-2025-24 P.E. #1	201-45160-43300	CAPITAL IMPRO 2025-24 P.E. #1	206749	6,500.00
01-08233	DOGPOOPBAGS.COM LLC					
		I-7983	201-45160-42600	SUPPLIES & MA EX TIE BAGS	206750	445.14
	PROJ: H12-42600	DOG PARK		SUPPLIES/MATERIALS		
01-09703	AMAZON CAPITAL SERVICES					
		I-1FVY-M6Q1-YY9W	201-45160-42600	SUPPLIES & MA MARKING WAND	206703	77.98
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-10154	SCHOENFELDER PORTABLES					
		I-4380A	201-45160-42500	REPAIR & MAIN REMAINING PAYMENT,CORRECTION	206840	120.00
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-10356	CK BICYCLES & LOCKS LLC					
		I-18726	201-45160-42600	SUPPLIES & MA CUT KEY	206729	6.00
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	21,176.02

PACKET : 07326 07327 07328

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5165 CADWELL CONCESSIONS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02560	PEPSI COLA COMPANY					
		I-97817963	201-45165-42610	COST OF GOODS POP,GATORADES,WATER	206820	2,174.32
01-02880	THUNE TRUE VALUE & APPL					
		I-A594056	201-45165-42600	SUPPLIES GARBAGE BAGS,WASTEBASKET,SCRUB	206859	42.93
01-03700	CORE-MARK US LLC					
		I-2107398	201-45165-42610	COST OF GOODS HOT DOGS,BURGERS,CANDY,SEEDS	206734	4,332.69
				DEPARTMENT 5165 CADWELL CONCESSIONS	TOTAL:	6,549.94

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00059	JOELLE DAMMANN					
		I-04192025	201-45210-42604	TREES MITCHELL RE-TREE PROGRAM	206741	200.00
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-2788	201-45210-42300	PUBLISHING POSTAGE 04.16-30.2025	206827	0.73
01-00424	RUNNINGS SUPPLY INC					
		I-2034675	201-45210-42600	SUPPLIES & MA NUTS,BOLTS,WASHERS,LOCKS	206833	69.27
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2039369	201-45210-42602	CHEMICALS LAWN FERTILIZER	206833	319.96
	PROJ: H87-42602	PATTON YOUNG		CHEMICALS		
		I-2043487	201-45210-42600	SUPPLIES & MA FOOT PLATE REMOVABLE JACKS	206833	12.99
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2043860	201-45210-42600	SUPPLIES & MA KNIFE RECTANGLE,PLIERS	206833	60.11
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2047370	201-45210-42600	SUPPLIES & MA TAPE MEASURE,BULK BIN PRODUCTS	206833	38.37
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00532	A-OX WELDING SUPPLY CO					
		I-0000324999	201-45210-42600	SUPPLIES & MA CO2 CYLINDER FILL	206701	102.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01054	JAMES VALLEY LANDSCAPE					
		I-2006426	201-45210-42600	SUPPLIES & MA WOOD MULCH	206772	537.43
	PROJ: H64-42600	6TH STREET PLAZA PARK		SUPPLIES/MATERIALS		
		I-2006427	201-45210-42600	SUPPLIES & MA WOOD MULCH	206772	716.58
	PROJ: H64-42600	6TH STREET PLAZA PARK		SUPPLIES/MATERIALS		
		I-2006429	201-45210-42600	SUPPLIES & MA WOOD MULCH	206772	738.98
	PROJ: H64-42600	6TH STREET PLAZA PARK		SUPPLIES/MATERIALS		
		I-2006430	201-45210-42600	SUPPLIES & MA WOOD MULCH	206772	257.52
	PROJ: H60-42600	NORTHRIDGE PARK		SUPPLIES/MATERIALS		
01-01193	KROHMER PLUMBING INC					
		I-89140	201-45210-42600	SUPPLIES & MA COUPLING ASSEMBLY	206780	31.37
	PROJ: H76-42600	SANDY BEACH		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815055709	201-45210-42500	REPAIR & MAIN OIL,AIR,HYDRAULIC FARM,FILTERS	206852	561.58
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815055931	201-45210-42500	REPAIR & MAIN CLASSICAL SECTION WR	206852	50.97
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01450	MUTH ELECTRIC INC					
		I-800120	201-45210-43200	CAPITAL BUILD SPORTSMAN CLUB NEW AC UNIT	206806	778.44
	PROJ: H77-43200	SPORTSMANS CLUB		BUILDINGS		
01-01518	VERIZON WIRELESS					
		I-6112205723	201-45210-42800	UTILITIES ACCT #886931646-00001	206865	42.73

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-2573053-2.05.25	201-45210-42800	UTILITIES 421 S FOSTER ST SHOP	206809	343.29
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2573054-0.05.25	201-45210-42800	UTILITIES 401 S FOSTER TNCT	206809	70.90
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573055-7.05.25	201-45210-42800	UTILITIES 1001 E BIRCH AVE SW PWSP SHLTR	206809	22.08
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573056-5.05.25	201-45210-42800	UTILITIES 1001 E BIRCH AVE PWSP CONC 5	206809	10.11
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573203-3.05.25	201-45210-42800	UTILITIES 1001 E HANSON AVE UNIT 91013	206809	24.70
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2580826-2.04.25	201-45210-42800	UTILITIES 800 E 11TH AVE	206809	9.79
	PROJ: H60-42800	NORTH RIDGE PARK		UTILITIES		
		I-2581610-9.04.25	201-45210-42800	UTILITIES PUBLIC BEACH	206809	45.29
	PROJ: H74-42800	PUBLIC BEACH		UTILITIES		
		I-2581644-8.05.25	201-45210-42800	UTILITIES KIWANIS WOODLOT	206809	40.46
	PROJ: H71-42800	KIWANIS WOODLOT		UTILITIES		
		I-2581648-9.04.25	201-45210-42800	UTILITIES ACCESS LOT LITE	206809	9.79
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2581649-7.04.25	201-45210-42800	UTILITIES DAY CAMP	206809	53.67
	PROJ: H67-42800	DAY CAMP		UTILITIES		
		I-2583204-9.04.25	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK JENNEWEI	206809	16.47
	PROJ: H58-42800	JENNEWEIN PARK		UTILITIES		
		I-2584325-1.04.25	201-45210-42800	UTILITIES 1300 S ROWLEY ST PARK PIONEER	206809	13.59
	PROJ: H61-42800	PIONEER PARK		UTILITIES		
		I-2584526-4.04.25	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	206809	12.00
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-2707036-6.05.25	201-45210-42800	UTILITIES W TENNIS COURT 11	206809	51.03
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2787841-2.05.25	201-45210-42800	UTILITIES 421 S FOSTER SHOP	206809	240.93
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2787842-0.05.25	201-45210-42800	UTILITIES 1001 E BIRCH AVE LT SB	206809	19.07
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2810876-9.05.25	201-45210-42800	UTILITIES 1001 E HANSON AVE PWSP SHLTR	206809	24.90
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2973566-9.04.25	201-45210-42800	UTILITIES 621 N MAIN ST	206809	15.01
	PROJ: H62-42800	ROTARY PARK		UTILITIES		
		I-3045799-8.04.25	201-45210-42800	UTILITIES 311 1/2 N HARMON	206809	83.68
	PROJ: H66-42800	CAMP ARROYA		UTILITIES		
		I-3328555-2.04.25	201-45210-42800	UTILITIES 425 S BURR	206809	64.18
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-3449572-1.04.25	201-45210-42850	UTILITIES-VET 101 N MAIN ST	206809	62.41
	PROJ: H63-42850	VETERANS PARK		UTILITIES/VETERANS PARK		
		I-3600484-4.04.25	201-45210-42800	UTILITIES 745 N HARMON DR RSTA	206809	20.48
	PROJ: H76-42800	SANDY BEACH		UTILITIES		
01-01944	PFEIFER IMPLEMENT CO IN					
		I-01-194089	201-45210-43400	CAPITAL EQUIP 2025 BOBCAT ANGLE BROOM	206822	6,192.44
	PROJ: H50-43400	PARKS EQUIPMENT		CAPITAL EQUIPMENT		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01944	PFEIFER IMPLEMENT CO IN	continued				
		I-01-194090	201-45210-43400	CAPITAL EQUIP 2024 BOBCAT TOOLCAT	206822	76,347.89
	PROJ: H50-43400	PARKS EQUIPMENT		CAPITAL EQUIPMENT		
01-02624	SD PUBLIC ASSURANCE ALL					
		I-31482-4221	201-45210-42600	SUPPLIES & MA BOBCAT TOOLCAT ADDNTL CVRGE	206844	110.03
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-86269A	201-45210-42600	SUPPLIES & MA TOILET VALVE,REPAIR KITS	206794	50.25
	PROJ: H61-42600	PIONEER PARK		SUPPLIES/MATERIALS		
		I-86345	201-45210-42600	SUPPLIES & MA BARREL BOLT,RAIN GAUGE	206794	14.83
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-86728	201-45210-42800	UTILITIES CONCRETE MIX,CLEANER,ADAPTOR	206794	176.26
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-87095	201-45210-42600	SUPPLIES & MA GREEN TREATED WOOD	206794	29.62
	PROJ: H68-42600	FRANKS BAY		SUPPLIES/MAINTENANCE		
01-02790	SUN GOLD SPORTS LLC					
		I-32680	201-45210-42650	UNIFORMS SEASONAL HELP UNIFORMS	206854	750.00
01-02804	TMA STORES					
		I-108708	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR	206861	28.17
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-108839	201-45210-42500	REPAIR & MAIN TIRE MOUNTING,STEEL WHEEL	206861	75.40
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-109035	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR	206861	25.99
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02840	TESSIERS MECHANICAL CON					
		I-30009875	201-45210-43200	CAPITAL BUILD INSTALL NEW CONDENSING UNIT	206855	7,985.00
	PROJ: H77-43200	SPORTSMANS CLUB		BUILDINGS		
01-08130	C & B OPERATIONS LLC					
		I-13205965	201-45210-42500	REPAIR & MAIN FUEL FILTERS	206717	143.18
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-13211692	201-45210-42500	REPAIR & MAIN FUEL FILTERS	206717	71.59
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-10154	SCHOENFELDER PORTABLES					
		I-4380A	201-45210-42600	SUPPLIES & MA REMAINING PAYMENT,CORRECTION	206840	80.00
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
DEPARTMENT 5210 PARKS					TOTAL:	97,854.48

PACKET : 07326 07327 07328

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5220 SUPERVISION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01518	VERIZON WIRELESS					
		I-6112205723	201-45220-42800	UTILITIES ACCT #886931646-00001	206865	47.73
01-06750	MITCHELL TELECOM					
		I-11092225	201-45220-42800	UTILITIES ACCT #00223662-2	206803	1.23
DEPARTMENT 5220 SUPERVISION					TOTAL:	48.96

FUND 201 PARK FUND					TOTAL:	152,866.69

PACKET : 07326 07327 07328

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
=====						
01-10161	SHIVE-HATTERY, INC					
		I-2023-3 P.E. #10	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #10	206845	1,136.00
DEPARTMENT 5220 LAKE					TOTAL:	1,136.00

FUND 203 LAKE MITCHELL					TOTAL:	1,136.00

PACKET : 07326 07327 07328

VENDOR SET: Mult

FUND : 211 ENTERTAINMENT TAX

DEPARTMENT: 6311 ENTERTAINMENT TAX

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01396	MITCHELL CONVENTION & V					
		I-05012025	211-46311-42960	CONV VISITORS MAY 2025 ENTRNMENT TAX DIST	206800	21,875.00
DEPARTMENT 6311 ENTERTAINMENT TAX					TOTAL:	21,875.00

FUND 211 ENTERTAINMENT TAX					TOTAL:	21,875.00

01/14/2025 4:36 PM
PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 214 E-911 EMERGENCY
DEPARTMENT: 3500 E-911
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 38

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03267	WALMART/CAPITAL ONE					
		I-2990.04232025	214-43500-42600	SUPPLIES & MA FELT PADS,DAWN,WIPES	206868	50.77
01-03518	HUNTER HEATING & COOLIN					
		I-354	214-43500-42910	SERVICE CONTR SERVICE AND INSPECTION	206764	94.87
01-04308	SANTEL COMMUNICATIONS C					
		I-11119024	214-43500-42800	UTILITIES - T ACCT #00212623-2	206837	30.00
01-06750	MITCHELL TELECOM					
		I-11092225	214-43500-42800	UTILITIES - T ACCT #00223662-2	206803	12.00
		I-11095422	214-43500-42800	UTILITIES - T ACCT #00024899-5	206803	82.93
01-08252	CORPORATE TRANSLATION S					
		I-300655	214-43500-42200	PROFESSIONAL APR 2025 TRANSLATION SERVICES	206783	6.72
				DEPARTMENT 3500 E-911	TOTAL:	277.29
				FUND 214 E-911 EMERGENCY	TOTAL:	277.29

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01199	STURDEVANTS AUTO VALUE					
		I-815054612	218-45150-42500	REPAIR AND MA FRONT DISC BRAKE KIT,OIL FILTE	206852	465.70
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815055704	218-45150-42500	REPAIR AND MA OIL FILTERS,OIL	206852	99.82
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-06750	MITCHELL TELECOM					
		I-11092225	218-45150-42800	UTILITIES ACCT #00223662-2	206803	1.77
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
01-07717	VERN EIDE FORD					
		I-25047755	218-45150-42500	REPAIR AND MA HORN ASSEMBLY	206866	32.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-25048026	218-45150-42500	REPAIR AND MA SEAT BELT ASSEMBLY	206866	64.25
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-08594	MAKE IT MINE DESIGNS					
		I-40027	218-45150-42320	ADVERTISING REMOVE ADVERTISING FROM BUS	206788	471.80
	PROJ: E01-ADS	5311-FY18/19		Marketing/Ads/Promotion		
01-08789	MIKE CARPENTIER					
		I-636	218-45150-42231	DRUG TESTING/ T SPRINKEL CDL TESTING	206718	150.00
	PROJ: E01-CDLDUE	5311-FY18/19		CDL/Dues		
01-09703	AMAZON CAPITAL SERVICES					
		I-1QTW-PVYT-FJ9D	218-45150-42600	SUPPLIES & MA ENVELOPES,MICROPHONE SET,BTTRY	206703	7.30
	PROJ: E01-OFFSUP	5311-FY18/19		Office Supplies		
DEPARTMENT 5150 PALACE TRANSIT					TOTAL:	1,292.64

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00004	TERESA MATSON					
		I-5125	218-45180-42900	FUNDRAISING REIMBURSE FABRIC PENS QUILTING	206789	10.35
01-00500	MITCHELL REPUBLIC					
		I-177946971.2025	218-45180-42600	SUPPLIES & MA SR CENTER SUBSCRIPTION RENEW	206802	302.29
01-01830	NORTHWESTERN ENERGY					
		I-3358242-0.05.25	218-45180-42800	UTILITIES 300 W 1ST AVE	206809	1,642.16
01-02679	MENARD'S INC					
		I-86974	218-45180-42500	REPAIR & MAIN AIR FILTER	206794	27.12
01-06154	DON DAHL					
		I-05072025	218-45180-42900	FUNDRAISING DANCE ON 05.04.25	206738	50.00
01-06750	MITCHELL TELECOM					
		I-11092225	218-45180-42800	UTILITIES ACCT #00223662-2	206803	0.26
01-09251	WATERTOWN WHOLESALE					
		I-53847	218-45180-42900	FUNDRAISING BINGO PAPERS	206869	550.26
01-09703	AMAZON CAPITAL SERVICES					
		I-1QTW-PVYT-FJ9D	218-45180-42600	SUPPLIES & MA ENVELOPES,MICROPHONE SET,BTTRY	206703	48.24
DEPARTMENT 5180 JVCC						TOTAL: 2,630.68

FUND 218 COMMUNITY SERVICES						TOTAL: 3,923.32

01/14/2025 4:36 PM
PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 219 NUTRITION
DEPARTMENT: 5140 NUTRITION
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 41

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00483	COUNTY FAIR					
		I-05012025	219-45140-42911	CONTRACT SERV APR 2025 SR MEALS	206737	1,355.20
01-01221	MT VERNON SCHOOL DISTRI					
		I-05012025	219-45140-42911	CONTRACT SERV APR 2025 SR MEALS-MT VERNON	206804	187.00
01-06232	COBORNS INC					
		I-05012025	219-45140-42911	CONTRACT SERV APR 2025 SR MEALS	206731	1,181.60
01-06750	MITCHELL TELECOM					
		I-11092225	219-45140-42800	UTILITIES ACCT #00223662-2	206803	0.24
01-09069	BIG DADDY D'S INC					
		I-04282025	219-45140-42911	CONTRACT SERV SR MEALS 04.21-25.2025	206715	2,332.20
		I-981	219-45140-42911	CONTRACT SERV SR MEALS 04.28-05.02.2025	206715	2,035.50
01-09633	STAPLES					
		I-6029997802	219-45140-42605	MEAL SUPPLIES POWERED GLOVES	206850	36.85
01-09703	AMAZON CAPITAL SERVICES					
		I-1FRY-XL9W-MG7L	219-45140-42605	MEAL SUPPLIES VINYL GLOVES	206703	7.99
		I-1QTW-PVYT-FJ9D	219-45140-42600	SUPPLIES & MA ENVELOPES,MICROPHONE SET,BTTRY	206703	7.30
01-10569	THE DUGOUT					
		I-05082025	219-45140-42911	CONTRACT SERV APR 2025 SR MEALS-TRIPP	206751	3,411.00
DEPARTMENT 5140 NUTRITION					TOTAL:	10,554.88
FUND 219 NUTRITION					TOTAL:	10,554.88

PACKET : 07326 07327 07328

VENDOR SET: Mult

FUND : 230 AIRPORT

DEPARTMENT: 3500 AIRPORT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2048151	230-43500-42600	SUPPLIES & MA BLADE SET MULCH	206833	49.99
01-01518	VERIZON WIRELESS					
		I-6112205723	230-43500-42800	UTILITIES ACCT #886931646-00001	206865	47.73
01-01830	NORTHWESTERN ENERGY					
		I-2585924-0.04.25	230-43500-42800	UTILITIES MITCHELL AIRPORT	206809	177.60
		I-2585926-5.04.25	230-43500-42800	UTILITIES AIRPORT SECURITY GATE	206809	13.95
		I-2585934-9.04.25	230-43500-42800	UTILITIES MITCHELL AIRPORT 5	206809	478.40
		I-2585936-4.04.25	230-43500-42800	UTILITIES 5971 AIRPORT RD BLDG 24	206809	120.65
		I-2585992-7.04.25	230-43500-42800	UTILITIES 6601 N MAIN	206809	534.15
		I-2830030-9.04.25	230-43500-42800	UTILITIES NG RD AND HWY 37 AP SIGN	206809	16.07
01-02679	MENARD'S INC					
		I-86501	230-43500-42600	SUPPLIES & MA RENUZIT,FEBREEZE,SPRAY PAINT	206794	63.42
01-03100	CENTURY LINK					
		I-333866399.04.25	230-43500-42800	UTILITIES ACCT #33386399	206724	73.16
01-06750	MITCHELL TELECOM					
		I-11092324	230-43500-42800	UTILITIES ACCT #00248999-0	206803	77.95
01-08691	QUALITY CUT LAWN & TREE					
		I-2024-22RPE#8-2024	230-43500-42520	SNOW REMOVAL 2024-22R P.E. #8-2024	206828	5,000.00
01-10356	CK BICYCLES & LOCKS LLC					
		I-18711	230-43500-42600	SUPPLIES & MA NEW ABUS PADLOCKS,REKEY LOCKS	206729	739.00
DEPARTMENT 3500 AIRPORT					TOTAL:	7,392.07
FUND 230 AIRPORT					TOTAL:	7,392.07

PACKET : 07326 07327 07328

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-2043883	602-43330-42600	SUPPLIES & MA SEARCH LIGHT,TRUCK BOX	206833	678.99
		I-2046360	602-43330-42600	SUPPLIES & MA PACKOUT DRAWER BOX,HOSE FITTIN	206833	145.48
		I-2048928	602-43330-42600	SUPPLIES & MA PVC STRAP,ELBOW,ADAPTOR,BUSHIN	206833	76.06
		I-2051291	602-43330-42600	SUPPLIES & MA CLAMP	206833	17.98
		I-2054115	602-43330-42600	SUPPLIES & MA HOSE SWIVEL,PIPE BRASS	206833	32.57
01-00432	ZACH SCOTT CONSTRUCTION					
		I-2706	602-43330-42500	REPAIR & MAIN NEW 20" WATER MAIN INSTALLED	206870	22,588.00
01-01020	CENTRAL ELECTRIC COOPER					
		I-14579003.05.25	602-43330-42800	UTILITIES 31008 256TH ST	206723	3,927.01
01-01518	VERIZON WIRELESS					
		I-6112205723	602-43330-42800	UTILITIES ACCT #886931646-00001	206865	95.46
01-01830	NORTHWESTERN ENERGY					
		I-2585902-6.04.25	602-43330-42800	UTILITIES 2800 N MAIN ST	206809	2,688.65
		I-2586002-4.04.25	602-43330-42800	UTILITIES N LAKE MITCHELL	206809	129.19
01-02470	CORE & MAIN LP					
		I-W893974	602-43330-42600	SUPPLIES & MA VALVE LOCK BOX,LOCKING TOOL	206733	107.55
01-02679	MENARD'S INC					
		I-86614	602-43330-42600	SUPPLIES & MA ADAPTOR,ELBOW,BALL VALVE	206794	24.58
		I-86738A	602-43330-42600	SUPPLIES & MA HEAVY DUTY EXTREME	206794	6.78
01-04692	B-Y WATER DISTRICT					
		I-06771.05.25	602-43330-42850	B-Y WATER CHA APR 2025 WATER USAGE	206710	64,268.26
01-07598	AQUA-PURE INC					
		I-MITSD050525	602-43330-42620	CHEMICAL SERV SODIUM TRIPOLYPHOSPHATE	206706	675.00
				DEPARTMENT 3330 WATER TREATMENT PLANT	TOTAL:	95,461.56

PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00041	RICE LAKE WEST					
		I-2020-20PE#21-FINAL	602-43340-43355	ABOVE GROUND 2020-20 P.E. #21-FINAL	206831	721,298.96
01-00210	BAILEY METAL FABRICATOR					
		I-64838	602-43340-42600	SUPPLIES & MA WATER SHUT OFF KEYS	206712	115.64
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-2788	602-43340-42660	POSTAGE POSTAGE 04.16-30.2025	206827	30.18
01-00384	SD ASSOCIATION OF RURAL					
		I-19191	602-43340-42700	TRAVEL, CONF 2025 EXPO REGISTRATION	206842	270.00
01-00424	RUNNINGS SUPPLY INC					
		I-2051691	602-43340-42600	SUPPLIES & MA CLAMP, LOCK PINS, COUPLER FITTING	206833	59.95
		I-2053136	602-43340-42600	SUPPLIES & MA RATCHET, HOSE WASHING, VALVE	206833	79.25
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-333945	602-43340-42600	SUPPLIES & MA HITCH LOCK, XBO BTS 20037	206719	328.84
01-00532	A-OX WELDING SUPPLY CO					
		I-0000324989	602-43340-42600	SUPPLIES & MA CO2 CYLINDER FILL	206701	22.99
		I-0088074123	602-43340-42600	SUPPLIES & MA CYLINDER 5 YEAR LEASE	206701	219.50
01-00786	SOUTH DAKOTA 811					
		I-SD25-00991	602-43340-42200	LOCATES APR 2025 MESSAGE FEES	206847	173.25
01-01700	AAA COLLECTIONS INC					
		I-778203312025	602-43340-42910	BILLING OFFIC PRE COLLECTION LETTERS	206702	23.34
01-02470	CORE & MAIN LP					
		C-W930695	602-43340-42600	SUPPLIES & MA RETURNED BRASS BUSHING	206733	28.02-
		I-W853070	602-43340-42600	SUPPLIES & MA DOUBLE WIDE BAND, TRPL CABLE	206733	1,276.80
		I-W870251	602-43340-42600	SUPPLIES & MA 2X1 1/2 BUSHINGS	206733	140.84
		I-W880235	602-43340-42600	SUPPLIES & MA REPROGRAM 1CF	206733	1,710.00
		I-W940139	602-43340-42600	SUPPLIES & MA BALLCORP, BALL CURB STOP, INSERT	206733	5,020.18
		I-W940763	602-43340-42600	SUPPLIES & MA CURB BOX TAP, WATER LID	206733	863.48
01-02650	STAN HOUSTON EQUIP CO I					
		I-2639375	602-43340-42600	SUPPLIES & MA GAS SAW 14" BAR	206849	3,694.11
		I-2639377	602-43340-42600	SUPPLIES & MA GUIDE BAR, FORCES	206849	842.29
01-02679	MENARD'S INC					
		I-86739	602-43340-42650	UNIFORMS SIBSON PANTS	206794	104.97
		I-86946	602-43340-42600	SUPPLIES & MA BLADE CONNECTOR, BOLTS, NUTS	206794	99.30
		I-86989A	602-43340-42600	SUPPLIES & MA DRILL, FENDER WASHER, NUT DRVR	206794	33.21
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0187	602-43340-43341	5TH AVE-BURR MITCHELL FIFTH AVE EXCLUSION	206732	22.50

PACKET : 07326 07327 07328

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
01-08566	KEVIN SIBSON					
		I-05022025	602-43340-42700	TRAVEL, CONF RAPID CITY CONF MEALS REIMB	206846	40.00
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #16	602-43340-43338	2ND, 4TH, RAI 2022-26 P.E. #16	206791	294.53
		I-2023-21 P.E. #15	602-43340-43338	2ND, 4TH, RAI 2023-21 P.E. #15	206791	5,699.67
				DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL:	742,435.76
				FUND 602 WATER	TOTAL:	837,897.32

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR	I-14685	604-43200-42600	SUPPLIES SPINKLER WHEEL,HOSE	206753	114.97
01-00356	QUALIFIED PRESORT SERVI	I-2279-2788	604-43200-42660	POSTAGE POSTAGE 04.16-30.2025	206827	23.61
01-00469	GEOTEK ENGINEERING & TE	I-2022-1 P.E. #8A	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #8A	206759	3,370.00
01-01020	CENTRAL ELECTRIC COOPER	I-12550001.05.25	604-43200-42800	UTILITIES 41151 256TH ST	206723	11,674.00
01-01021	JOHN T JONES CONSTRUCTI	I-2022-1 P.E. #9	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #9	206774	1,642,059.05
01-01518	VERIZON WIRELESS	I-6112205723	604-43200-42800	UTILITIES ACCT #886931646-00001	206865	47.73
01-02485	SCHOENFELDER CONSTRUCTI	I-15908	604-43200-42600	SUPPLIES WW PLANT CONCRETE REMOVAL	206839	734.70
01-06077	PYE-BARKER	I-IVN00330810	604-43200-42600	SUPPLIES FIRE MONITORING ANNUAL FEE	206826	540.00
01-08335	BRIAN DAUGHTERS	I-04292025	604-43200-42800	UTILITIES RAPID CITY CONF-MEALS REIMB	206743	40.00
DEPARTMENT 3200 WASTE WATER TREATMENT					TOTAL:	1,658,604.06

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-12764	604-43250-42600	SUPPLIES RUST REMOVER, GLASS CLEANER	206753	19.76
		I-14243	604-43250-42600	SUPPLIES TWO FACE SLEDGE	206753	34.99
		I-14824	604-43250-42600	SUPPLIES FASTENERS	206753	33.27
01-00081	RINKER MATERIALS					
		I-30956465	604-43250-42600	SUPPLIES COLLAR TP B	206832	1,745.28
01-00424	RUNNINGS SUPPLY INC					
		I-2033624	604-43250-42600	SUPPLIES DIESEL EXHAUST FLUID	206833	23.96
		I-2033989	604-43250-42600	SUPPLIES PRIMER	206833	5.89
		I-2044384	604-43250-42600	SUPPLIES BOLTS, NUTS, WASHERS	206833	14.72
		I-2053934	604-43250-42600	SUPPLIES DRILL BIT	206833	34.99
		I-2054804	604-43250-42600	SUPPLIES POULTRY WIRE	206833	179.99
01-00786	SOUTH DAKOTA 811					
		I-SD25-00991	604-43250-42200	PROFESSIONAL APR 2025 MESSAGE FEES	206847	173.25
01-01020	CENTRAL ELECTRIC COOPER					
		I-12552001.05.25	604-43250-42800	UTILITIES 2824 S CAPITAL ST	206723	358.00
01-01395	MITCHELL CONCRETE PRODU					
		I-110461	604-43250-43336	LIVESAY UTILI LIVESAY&N HARMON LNDSCPNG ROCK	206799	619.40
01-01700	AAA COLLECTIONS INC					
		I-778203312025	604-43250-42910	BILLING OFFIC PRE COLLECTION LETTERS	206702	23.33
01-01830	NORTHWESTERN ENERGY					
		I-2585907-5.04.25	604-43250-42800	UTILITIES AIRPORT RD WST WTR	206809	145.33
		I-2828568-2.04.25	604-43250-42800	UTILITIES 5709 ISLAND CT	206809	33.41
		I-3907866-2.04.25	604-43250-42800	UTILITIES 1040 N HARMON DR LIFT	206809	326.77
01-02650	STAN HOUSTON EQUIP CO I					
		I-2639365	604-43250-42600	SUPPLIES 14" GUIDE BAR	206849	261.59
		I-2639367	604-43250-42600	SUPPLIES GAS SAW 14" BAR	206849	3,694.11
		I-2639382	604-43250-42600	SUPPLIES 14" GUIDE BAR, FORCES	206849	842.29
01-02679	MENARD'S INC					
		I-86682	604-43250-42600	SUPPLIES USB TRAVEL KIT	206794	4.15
		I-86724	604-43250-42600	SUPPLIES TIDE, PINE-SOL, CLOROX WIPES	206794	43.21
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0187	604-43250-43351	5TH AVE-BURR MITCHELL FIFTH AVE EXCLUSION	206732	22.49
01-03574	INDUSTRIAL CHEM LABS &					
		I-412006	604-43250-42600	SUPPLIES LIFT STATION DEGREASER	206766	127.03
01-07526	O'REILLY AUTOMOTIVE INC					
		I-2090-172312	604-43250-42600	SUPPLIES WIPER BLADES	206817	45.88

PACKET : 07326 07327 07328

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
=====						
01-09422	KEY CONTRACTING INC					
		I-8205	604-43250-43310	MANHOLE REHAB MANHOLE REPAIRS	206778	50,140.00
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #16	604-43250-43343	2ND, 4TH, & R 2022-26 P.E. #16	206791	182.31
		I-2023-21 P.E. #15	604-43250-43343	2ND, 4TH, & R 2023-21 P.E. #15	206791	3,528.35
DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL:						62,663.75

FUND 604 SEWER TOTAL:						1,721,267.81

PACKET : 07326 07327 07328

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
01-00712	NAPA CENTRAL					
		I-814358	612-43220-42600	SUPPLIES IMPACTS	206808	1,259.98
		I-814359	612-43220-42600	SUPPLIES SOCKETS	206808	42.99
01-02484	DARRINGTON WATER COND					
		I-60160.04.25	612-43220-42500	REPAIR & MAIN WATER COOLER RENTAL	206742	15.00
				DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	1,317.97

01/14/2025 4:36 PM
PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3230 WASTE COLLECTION
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-2788	612-43230-42660	POSTAGE POSTAGE 04.16-30.2025	206827	22.88
01-00712	NAPA CENTRAL					
		I-814267	612-43230-42600	SUPPLIES FITTINGS	206808	49.98
	PROJ: L98-42600	175		SUPPLIES MATERIALS		
01-00917	DAKOTA FLUID POWER INC					
		I-7329230	612-43230-42600	SUPPLIES PUMP REPAIRS	206739	1,502.07
	PROJ: L98-42600	175		SUPPLIES MATERIALS		
		I-7329310	612-43230-42600	SUPPLIES MALE FLAT-FACE ORING	206739	14.54
	PROJ: L3A-42600	950		SUPPLIES SUPPLIES		
01-01199	STURDEVANTS AUTO VALUE					
		I-815055349	612-43230-42600	SUPPLIES BATTERIES	206852	288.38
	PROJ: L3A-42600	950		SUPPLIES SUPPLIES		
		I-815055708	612-43230-42600	SUPPLIES HD HYDRAULIC FLEET	206852	130.78
	PROJ: L98-42600	175		SUPPLIES MATERIALS		
01-01700	AAA COLLECTIONS INC					
		I-778203312025	612-43230-42910	BILLING OFFIC PRE COLLECTION LETTERS	206702	23.33
01-08380	PETERBILT OF SIOUX FALL					
		I-A704782	612-43230-42500	REPAIRS WHEEL SPEED SENSOR	206821	175.60
	PROJ: L98-42500	175		REPAIR MAINTENANCE		
				DEPARTMENT 3230 WASTE COLLECTION	TOTAL:	2,207.56

01/14/2025 4:36 PM
PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3240 LANDFILL
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 51

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00545	DAVISON COUNTY AUDITOR					
		I-05012025	612-43240-42211	DAVISON COUNT DAV CO FEE 05.01.24-04.30.25	206745	61,025.52
01-01199	STURDEVANTS AUTO VALUE					
		I-815055706	612-43240-42600	SUPPLIES AIR CONSTRUCTION, FOG LAMP BULB	206852	86.03
	PROJ: L8A-42600	181		SUPPLIES MATERIALS		
01-01239	BUTLER MACHINERY INC					
		I-13PS0086791	612-43240-42600	SUPPLIES ELEMENT	206716	55.54
	PROJ: L1B-42600	185		SUPPLIES MATERIALS		
01-02017	DAVISON RURAL WATER SYS					
		I-5095.05.25	612-43240-42800	UTILITIES APR 2025 WATER USAGE	206747	60.30
01-02484	DARRINGTON WATER COND					
		I-49197.04.25	612-43240-42500	REPAIR AND MA WATER COOLER RENTAL	206742	39.00
01-02527	TRANSOURCE					
		I-41P57572	612-43240-42600	SUPPLIES FILTER CARTRIDGE	206863	249.33
	PROJ: L3C-42600	197		SUPPLIES MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A593364	612-43240-42600	SUPPLIES KEYS	206859	14.95
01-02939	DEPARTMENT OF AGRICULTU					
		I-05072025	612-43240-42210	STATE GARBAGE APR 2025 SOLID WASTE SURCHARGE	206748	2,921.04
DEPARTMENT 3240 LANDFILL					TOTAL:	64,451.71

FUND 612 SANITATION					TOTAL:	67,977.24

01/14/2025 4:36 PM
 PACKET : 07326 07327 07328
 VENDOR SET: Mult
 FUND : 613 CORN PALACE
 DEPARTMENT: 5650 CORN PALACE
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 52

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00210	BAILEY METAL FABRICATOR					
		I-64782	613-45650-42500	REPAIRS & MAI REPAIR DRILL HOIST	206712	53.73
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-2788	613-45650-42660	SHIPPING/POST POSTAGE 04.16-30.2025	206827	14.60
01-01450	MUTH ELECTRIC INC					
		I-800125	613-45650-42500	REPAIRS & MAI MURAL LIGHT REPAIRS,REPAIR CIR	206806	492.96
01-01830	NORTHWESTERN ENERGY					
		I-2587291-2.05.25	613-45650-42800	UTILITIES 600 N MAIN ST	206809	827.67
		I-2587292-0.04.25	613-45650-42800	UTILITIES 600 N MAIN ST	206809	3,784.31
		I-3219913-5.04.25	613-45650-42850	CP PLAZA UTIL 617 N MAIN	206809	12.00
		I-3458684-2.04.25	613-45650-42800	UTILITIES 6TH AVE PARK	206809	57.92
01-02614	SOUTHEAST SD TOURISM AS					
		I-2205	613-45650-42700	TRAVEL, CONFE 2025-26 MEMBERSHIP DUES	206848	275.00
01-02811	JONES SUPPLIES					
		I-151654	613-45650-42600	SUPPLIES & MA T-TISSUE,AP CLEANER,DEODERIZER	206775	165.90
		I-151689	613-45650-42600	SUPPLIES & MA LINERS,T-TISSUE,ROLL TOWELS	206775	208.57
		I-151737	613-45650-42600	SUPPLIES & MA BLACK LINERS,ROLL TOWELS	206775	114.70
		I-151802	613-45650-42600	SUPPLIES & MA T-TISSUE,ROLL TOWEL	206775	138.61
		I-151803	613-45650-42600	SUPPLIES & MA NAPKINS	206775	59.47
		I-151916	613-45650-42600	SUPPLIES & MA ROLL TOWELS	206775	37.72
		I-151918	613-45650-42600	SUPPLIES & MA DEODERIZER,T-TISSUE,ROLL TOWEL	206775	379.84
01-03700	CORE-MARK US LLC					
		I-2109752	613-45650-42610	COST OF GOODS CANDY,CHEESE,CHIPS,CORN DOGS	206734	1,530.36
		I-2109753-72	613-45650-42610	COST OF GOODS M&M'S	206734	63.80
01-06656	PREMIER PEST CONTROL LL					
		I-54229	613-45650-42500	REPAIRS & MAI APR 2025 PEST CONTROL	206824	200.00
01-06750	MITCHELL TELECOM					
		I-11092225	613-45650-42800	UTILITIES ACCT #00223662-2	206803	0.26
		I-11096024	613-45650-42800	UTILITIES ACCT #00239559-9	206803	156.52
01-06885	KATHY KAYE FOODS LLC					
		I-36994	613-45650-42610	COST OF GOODS CARAMEL COBS	206777	3,916.80
01-07344	CHESTERMAN COMPANY					
		C-11703413	613-45650-42610	COST OF GOODS DUPLICATE PAYMENT	206725	1,522.30-
		I-11712973	613-45650-42610	COST OF GOODS MONSTERS,POWERADES,POP,CUPS	206725	1,246.80
		I-11745073	613-45650-42610	COST OF GOODS PREMIXES	206725	450.00
		I-11750107	613-45650-42610	COST OF GOODS MONSTERS,BODY ARMOUR,TEAS	206725	1,078.25
		I-11750232	613-45650-42610	COST OF GOODS CUPS	206725	80.00
01-08281	VESTIS					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08281	VESTIS	continued				
		I-6380275363	613-45650-42500	REPAIRS & MAI MAT CLEANING	206867	42.29
		I-6380282283	613-45650-42500	REPAIRS & MAI MAT CLEANING	206867	42.29
01-09170	SCHEMMER					
		I-2025-19 P.E. #1	613-45650-42200	PROFESSIONAL 2025-19 P.E. #1	206838	24,428.17
01-09359	TRAF-SYS INC					
		I-0036951	613-45650-42600	SUPPLIES & MA ANNUAL DATA HOSTING	206862	240.00
01-09473	PEPPER ENTERTAINMENT IN					
		I-1561	613-45650-42905	ENTERTAINMENT 2025 50% TALENT BUYING COST	206819	15,000.00
01-09703	AMAZON CAPITAL SERVICES					
		I-1HDK-WVXK-Y4MC	613-45650-42600	SUPPLIES & MA CLOROX WIPES,LAMINATING SHEETS	206703	45.82
01-10424	H & H ELECTRIC & MOTOR					
		I-5487	613-45650-42500	REPAIRS & MAI 3PHASE CONDENSER MOTOR BEARING	206762	141.00
		I-5532	613-45650-42500	REPAIRS & MAI CENTURY CONDENSER FAN BEARING	206762	141.00
		I-5535	613-45650-42500	REPAIRS & MAI CENTURY FAN MOTOR BEARING	206762	141.00
01-10425	ETIX INC					
		I-CP043025	613-45650-42900	TICKETING FEE TICKETING FEES	206754	3,258.47
01-10612	THE FIRE GROUP INC					
		I-19771	613-45650-42500	REPAIRS & MAI ANNUAL FIRE SPRINKLER INSPECTI	206856	485.00
DEPARTMENT 5650 CORN PALACE					TOTAL:	57,788.53

FUND 613 CORN PALACE					TOTAL:	57,788.53

PACKET : 07326 07327 07328

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
=====						
01-01355	MIDWEST TURF & IRRIGATI					
		C-3947311-00	614-45250-42600	SUPPLIES & MA RETURNED SWITCH,SEAL KIT	206798	168.45-
01-01518	VERIZON WIRELESS					
		I-6112205723	614-45250-42800	UTILITIES ACCT #886931646-00001	206865	42.73
DEPARTMENT 5250 GOLF COURSE						TOTAL: 125.72-

FUND 614 GOLF COURSE						TOTAL: 125.72-

01/14/2025 4:36 PM
PACKET : 07326 07327 07328
VENDOR SET: Mult
FUND : 619 CAMPGROUND
DEPARTMENT: 5220 CAMPGROUND
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00445	CITY OF MITCHELL					
		I-05012025	619-45220-42935	BID TAX	APR 2025 HOTEL TAX	206727 18.00
01-01802	L.L. JIRSA ARCHITECT					
		I-2023-33 P.E. #4	619-45220-43200	BUILDINGS	2023-33 P.E. #4	206781 12,315.00
01-01830	NORTHWESTERN ENERGY					
		I-3394102-2.04.25	619-45220-42800	UTILITIES	2601 N MAIN ST	206809 419.44
		I-3988458-0.04.25	619-45220-42800	UTILITIES	2601 N MAIN ST SHWR	206809 14.12
01-03488	FLOWBIRD AMERICA INC					
		I-AI001817	619-45220-42620	COMPUTER SOFT ALARM MONITORING		206757 69.00
01-06750	MITCHELL TELECOM					
		I-11095536	619-45220-42800	UTILITIES	ACCT #00028238-4	206803 77.95
				DEPARTMENT 5220 CAMPGROUND	TOTAL:	12,913.51
				FUND 619 CAMPGROUND	TOTAL:	12,913.51

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00532	A-OX WELDING SUPPLY CO					
	I-0000324991	621-44600-42600	SUPPLIES	O2 CYLINDER FILL	206701	52.28
01-01518	VERIZON WIRELESS					
	I-6112205723	621-44600-42800	UTILITIES	ACCT #886931646-00001	206865	102.32
01-03316	MEDICAL WASTE TRANSPORT					
	I-97853	621-44600-42200	PROFESSIONAL	MEDICAL WASTE DISPOSAL	206793	133.67
01-03478	AVERA QUEEN OF PEACE					
	I-CINV-005218	621-44600-42600	SUPPLIES	AMBULANCE MEDICINE SUPPLIES	206709	105.17
01-03518	HUNTER HEATING & COOLIN					
	I-354	621-44600-42500	REPAIRS & MAI	SERVICE AND INSPECTION	206764	237.19
01-08340	LEWIS FAMILY DRUG LLC					
	I-0792170	621-44600-42600	SUPPLIES	ASPIRIN	206785	10.98
01-09962	QUICK MED CLAIMS					
	I-INV42018	621-44600-42250	CONTRACT-QMC	APR 2025 MONTHLY CONTRACT	206829	4,460.62
					DEPARTMENT 4600 EMS	TOTAL: 5,102.23

					FUND 621 EMERGENCY MEDICAL SERVICE	TOTAL: 5,102.23

PACKET : 07326 07327 07328

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
01-00716	CITY OF MITCHELL					
		I-05132025	700-45300-42904	CORN PALACE G DOC MEDICAL STAFF	206728	2,375.00
01-02987	DWU BASEBALL					
		I-05132025	700-45300-42904	CORN PALACE G DOC TICKET TAKERS,SECURITY	206752	2,000.00
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	4,375.00
				FUND 700 AGENCY FUNDS	TOTAL:	4,375.00
					REPORT GRAND TOTAL:	3,081,530.16

** 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	415.86	13,000	9,046.39		
	101-41110-42600	SUPPLIES & MATERIALS	30.00	1,000	539.31		
	101-41210-43300	VETERAN'S PARK	365.20	0	425.20-	Y	
	101-41220-42800	UTILITIES-TELEPHONE	2.13	250	198.84		
	101-41230-42800	UTILITIES-TELEPHONE	0.21	230	184.74		
	101-41410-42610	WEST GROUP LAW DATABASE	824.82	15,000	11,700.72		
	101-41410-42800	RECODIFY CITY ORDINANCES	358.43	5,000	3,898.98		
	101-41410-42810	UTILITIES-TELEPHONE	1.54	100	96.22		
	101-41420-42600	SUPPLIES & MATERIALS	127.43	6,120	4,860.20		
	101-41420-42700	TRAVEL	75.00	6,550	6,004.98		
	101-41420-42800	UTILITIES - TELEPHONE	4.80	260	197.79		
	101-41440-42210	PROFESSIONAL SERVICES	971.45	12,338	10,593.55		
	101-41440-42220	CDL TRAINING	33.00	5,375	4,392.00		
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	4,865.80	45,851	28,520.10		
	101-41440-42800	UTILITIES	2.15	250	197.10		
	101-41440-42950	EMPLOYEE BANQUET	4.79	0	6,713.62-	Y	
	101-41460-42110	LIABILITY, PROPERTY INS &	5,000.00	227,260	15,966.22-	Y	
	101-41920-42520	REPAIR-CITY HALL	133.68	4,500	3,924.12		
	101-41920-42810	UTILITIES-STORAGE BLDG	429.63	2,400	1,687.21		
	101-41920-42811	UTILITIES-CITY HALL	1,736.29	19,000	13,368.11		
	101-41935-42250	MANAGED PRINT SERVICES	4,653.58	59,000	40,965.09		
	101-41935-42600	SUPPLIES	56.99	1,000	787.05		
	101-41935-42615	POSTAGE	330.31	7,500	5,096.77		
	101-41935-42640	COPY MACHINE SUPPLIES	218.10	2,700	1,827.60		
	101-41935-42850	UTILITIES/TELEPHONE	2,506.93	16,690	4,135.62		
	101-41935-42920	COMPUTER SOFTWARE	185.40	116,115	20,492.28		
	101-42110-42200	PROFESSIONAL SERVICES	391.36	9,800	5,997.33		
	101-42110-42500	REPAIR & MAINTENANCE	6,338.83	11,970	701.66		
	101-42110-42600	SUPPLIES	674.72	31,019	13,935.28		
	101-42110-42610	GAS OIL TIRES	30.00	65,000	46,922.57		
	101-42110-42670	SERVICE DOG SUPPLY	405.99	2,030	1,428.05		
	101-42110-42700	TRAVEL, CONF & DUES	393.62	12,500	7,348.38		
	101-42110-42800	TELEPHONE	91.32	14,500	9,732.14		
	101-42110-42810	UTILITIES	202.63	7,150	3,937.97		
	101-42130-42500	REPAIRS	366.29	6,000	2,670.04		
	101-42130-42520	EMERGENCY SIREN UTILITIES	57.40	2,900	1,835.17		
	101-42130-42530	TRAFFIC LIGHTS MAINT	244.99	16,000	11,052.91		
	101-42130-42560	SIREN REPAIR	159.18	2,500	454.83		
	101-42130-42600	SUPPLIES	127.95	4,500	4,011.69		
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	1,090.73	38,000	24,006.01		
	101-42130-42820	TELEPHONE	135.47	1,200	658.06		
	101-42130-42835	UTILITIES-STREET LIGHTS	25,458.13	305,000	206,199.47		
	101-42200-42500	REPAIR & MAINTENANCE	2,546.80	17,650	12,863.91		
	101-42200-42600	SUPPLIES	68.37	24,950	17,709.02		
	101-42200-42641	PROTECTIVE CLOTHING	14,372.00	44,925	30,553.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	101-42200-42800	TELEPHONE	2.72	2,500	2,054.63	- Y		
	101-42200-42810	UTILITIES	115.00	44,000	30,409.21			
	101-42200-43200	BUILDINGS	1,032.52	20,000	7,016.31			
	101-43100-42500	REPAIRS	2,272.03	150,000	138,318.63			
	101-43100-42600	SUPPLIES	3,817.39	20,000	42,623.48	- Y		
	101-43100-42650	UNIFORMS	94.98	3,750	3,240.15			
	101-43100-42800	UTILITIES	1.28	15,000	9,225.00			
	101-43100-43419	DUMP TRUCK	45,565.00	97,928	52,363.00			
	101-43110-42600	SUPPLIES	17.60	4,200	1,943.97			
	101-43110-42750	PLANNING COMMISSION EXPENS	44.95	1,200	786.46			
	101-43110-42800	UTILITIES	85.82	2,000	1,370.97			
	101-43110-42916	NUISANCE ABATEMENT	5.31	15,000	14,973.45			
	101-43120-42200	PROF SERVICES-DESIGN	10,981.25	79,000	67,619.70			
	101-43120-43300	STREET OVERLAY MAINT	11,804.07	1,635,250	1,372,591.18			
	101-43150-43309	LAKE LOTS	544.26	50,000	6,166.92			
	101-43150-43343	2ND, 4TH, & RAILROAD	7,706.82	425,034	340,582.69			
	101-43700-42800	UTILITIES	73.31	5,500	4,088.53			
	101-44120-42800	UTILITIES-POUND	58.45	2,400	1,457.58			
	101-44120-42900	IMPOUNDING DOGS	927.57	15,300	9,831.12			
	101-45000-42904	MUNICIPAL BAND	11,500.00	11,500	0.00			
	101-45000-42925	CASA	1,250.00	5,000	2,500.00			
	101-45500-42600	SUPPLIES & MATERIALS	479.66	12,000	8,888.30			
	101-45500-42800	UTILITIES	79.49	43,375	27,116.08			
	101-45500-43420	BOOKS	1,360.21	47,000	29,858.74			
	201-45110-42300	PUBLISHING	4,027.22	4,500	472.78			
	201-45110-42600	SUPPLIES & MATERIALS	3,336.00	10,000	6,223.18			
	201-45110-42605	SUPPLIES & MAT-AQUATICS	515.73	6,750	6,078.85			
	201-45110-42800	UTILITIES	2.26	400	72.77	- Y		
	201-45140-42300	PUBLISHING	2,710.00	46,500	26,187.00			
	201-45140-42500	REPAIR & MAINTENANCE	0.90	34,000	20,859.32			
	201-45140-42600	SUPPLIES & MATERIALS	617.42	35,027	18,504.99			
	201-45140-42601	CONCESSION SUPPLIES	212.55	15,000	9,437.13			
	201-45140-42602	CHEMICALS	120.00	18,000	13,417.02			
	201-45140-42650	UNIFORMS	123.15	1,250	802.03			
	201-45140-42800	UTILITIES	6,510.81	159,440	97,545.92			
	201-45140-43300	CAPITAL IMPROVEMENTS - OTH	1,061.25	26,048	3,508.55			
	201-45140-43400	CAPITAL EQUIPMENT	8,000.00	100,000	92,000.00			
	201-45160-42500	REPAIR & MAINTENANCE	1,247.72	98,284	75,088.64			
	201-45160-42600	SUPPLIES & MATERIALS	1,320.98	60,968	48,058.12			
	201-45160-42610	GAS & FUEL	52.00	15,000	12,699.53			
	201-45160-42800	UTILITIES	1,363.77	156,420	98,776.80			
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	17,191.55	476,287	453,092.46			
	201-45165-42600	SUPPLIES	42.93	1,000	957.07			
	201-45165-42610	COST OF GOODS SOLD	6,507.01	33,000	26,283.80			
	201-45210-42300	PUBLISHING	0.73	0	0.73	- Y		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	201-45210-42500	REPAIR & MAINTENANCE	956.88	88,080	76,282.60				
	201-45210-42600	SUPPLIES & MATERIALS	2,850.32	90,300	68,496.34				
	201-45210-42602	CHEMICALS	319.96	6,000	5,680.04				
	201-45210-42604	TREES	200.00	3,000	2,800.00				
	201-45210-42650	UNIFORMS	750.00	2,100	1,142.12				
	201-45210-42800	UTILITIES	1,410.41	79,200	66,930.64				
	201-45210-42850	UTILITIES-VETERAN'S PARK	62.41	5,625	5,259.41				
	201-45210-43200	CAPITAL BUILDINGS	8,763.44	26,000	17,236.56				
	201-45210-43400	CAPITAL EQUIPMENT	82,540.33	235,000	21,672.19				
	201-45220-42800	UTILITIES	48.96	640	443.54				
	203-45220-43300	LAKE IMPROVEMENTS	1,136.00	27,110,360	25,782,109.90				
	211-46311-42960	CONV VISITORS BUR	21,875.00	262,500	153,125.00				
	214-43500-42200	PROFESSIONAL SERVICES	6.72	1,490	1,390.18				
	214-43500-42600	SUPPLIES & MATERIALS	50.77	965	848.35				
	214-43500-42800	UTILITIES - TELEPHONE	124.93	2,102	1,293.65				
	214-43500-42910	SERVICE CONTRACTS	94.87	24,057	17,252.51				
	218-45150-42231	DRUG TESTING/PHYSICALS	150.00	600	169.00				
	218-45150-42320	ADVERTISING	471.80	900	397.01				
	218-45150-42500	REPAIR AND MAINTENANCE	661.77	9,500	6,726.37				
	218-45150-42600	SUPPLIES & MATERIALS	7.30	8,800	7,531.33				
	218-45150-42800	UTILITIES	1.77	1,565	1,205.84				
	218-45180-42500	REPAIR & MAINTENANCE	27.12	5,000	3,765.25				
	218-45180-42600	SUPPLIES & MATERIALS	350.53	5,900	4,254.28				
	218-45180-42800	UTILITIES	1,642.42	32,302	23,733.88				
	218-45180-42900	FUNDRAISING	610.61	4,750	3,472.21				
	219-45140-42600	SUPPLIES & MATERIALS	7.30	1,600	1,408.21				
	219-45140-42605	MEAL SUPPLIES	44.84	4,000	3,187.49				
	219-45140-42800	UTILITIES	0.24	415	345.69				
	219-45140-42911	CONTRACT SERVICES-MEALS	10,502.50	211,490	141,249.69				
	230-43500-42520	SNOW REMOVAL CONTRACT	5,000.00	85,000	50,000.00				
	230-43500-42600	SUPPLIES & MATERIALS	852.41	8,500	7,252.70				
	230-43500-42800	UTILITIES	1,539.66	19,500	10,917.89				
	602-43330-42500	REPAIR & MAINTENANCE	22,588.00	10,000	14,253.46-	Y			
	602-43330-42600	SUPPLIES & MATERIALS	1,089.99	18,000	3,224.26				
	602-43330-42620	CHEMICAL SERVICE CONTRACT	675.00	32,000	17,232.50				
	602-43330-42800	UTILITIES	6,840.31	200,000	141,531.41				
	602-43330-42850	B-Y WATER CHARGES	64,268.26	975,000	742,285.91				
	602-43340-42200	LOCATES	173.25	2,000	1,597.30				
	602-43340-42600	SUPPLIES & MATERIALS	14,478.36	125,000	63,256.07				
	602-43340-42650	UNIFORMS	104.97	1,250	900.06				
	602-43340-42660	POSTAGE	30.18	10,000	6,405.06				
	602-43340-42700	TRAVEL, CONF & DUES	310.00	10,765	3,362.25				
	602-43340-42910	BILLING OFFICE	23.34	10,700	9,164.76-	Y			
	602-43340-43338	2ND, 4TH, RAILROAD, & MAIN	5,994.20	250,000	197,016.93				
	602-43340-43341	5TH AVE-BURR TO FOSTER	22.50	1,600,000	1,591,034.60				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	602-43340-43355	ABOVE GROUND STORAGE	721,298.96	2,319,688	1,552,213.16				
	604-43200-42600	SUPPLIES	1,389.67	25,000	8,943.75				
	604-43200-42660	POSTAGE	23.61	9,000	5,381.10				
	604-43200-42800	UTILITIES	11,761.73	215,000	128,792.06				
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	1,645,429.05	23,130,800	18,305,857.99				
	604-43250-42200	PROFESSIONAL SERVICES	173.25	300,000	218,221.47				
	604-43250-42600	SUPPLIES	7,111.11	50,000	21,607.94				
	604-43250-42800	UTILITIES	863.51	50,000	24,485.33				
	604-43250-42910	BILLING OFFICE	23.33	8,000	11,864.76-	Y			
	604-43250-43310	MANHOLE REHABILITATION	50,140.00	100,000	26,488.38				
	604-43250-43336	LIVESAY UTILITIES	619.40	100,000	98,992.81				
	604-43250-43343	2ND, 4TH, & RAILROAD	3,710.66	278,782	196,659.33				
	604-43250-43351	5TH AVE-BURR TO FOSTER	22.49	1,550,000	1,534,750.41				
	612-43220-42500	REPAIR & MAINTENANCE	15.00	10,000	7,084.83				
	612-43220-42600	SUPPLIES	1,302.97	18,000	15,162.80				
	612-43230-42500	REPAIRS	175.60	15,000	613.47-	Y			
	612-43230-42600	SUPPLIES	1,985.75	42,000	23,906.85				
	612-43230-42660	POSTAGE	22.88	8,000	5,309.91				
	612-43230-42910	BILLING OFFICE	23.33	8,000	11,864.80-	Y			
	612-43240-42210	STATE GARBAGE FEES	2,921.04	35,000	23,838.87				
	612-43240-42211	DAVISON COUNTY FEE	61,025.52	70,000	8,974.48				
	612-43240-42500	REPAIR AND MAINTENANCE	39.00	32,000	21,524.51				
	612-43240-42600	SUPPLIES	405.85	60,000	14,640.91				
	612-43240-42800	UTILITIES	60.30	13,000	7,463.60				
	613-45650-42200	PROFESSIONAL SERVICES	24,428.17	0	24,874.17-	Y			
	613-45650-42500	REPAIRS & MAINTENANCE	1,739.27	0	14,282.55-	Y			
	613-45650-42600	SUPPLIES & MATERIALS	1,390.63	0	25,804.43-	Y			
	613-45650-42610	COST OF GOODS SOLD	6,843.71	0	74,152.44-	Y			
	613-45650-42660	SHIPPING/POSTAGE	14.60	0	368.42-	Y			
	613-45650-42700	TRAVEL, CONFERENCES, DUES	275.00	0	1,805.20-	Y			
	613-45650-42800	UTILITIES	4,826.68	0	24,945.46-	Y			
	613-45650-42850	CP PLAZA UTILITIES	12.00	0	360.60-	Y			
	613-45650-42900	TICKETING FEES	3,258.47	0	3,489.52-	Y			
	613-45650-42905	ENTERTAINMENT	15,000.00	0	15,000.00-	Y			
	614-45250-42600	SUPPLIES & MATERIALS	168.45-	25,000	8,387.45				
	614-45250-42800	UTILITIES	42.73	20,180	16,850.28				
	619-45220-42620	COMPUTER SOFTWARE	69.00	4,144	1,929.13				
	619-45220-42800	UTILITIES	511.51	21,150	18,434.69				
	619-45220-42935	BID TAX	18.00	3,800	3,776.00				
	619-45220-43200	BUILDINGS	12,315.00	800,202	762,272.00				
	621-44600-42200	PROFESSIONAL SERVICES	133.67	19,900	16,766.33				
	621-44600-42250	CONTRACT-QMC	4,460.62	54,000	34,255.53				
	621-44600-42500	REPAIRS & MAINTENANCE	237.19	1,500	1,060.62				
	621-44600-42600	SUPPLIES	168.43	30,400	101,077.62-	Y			
	621-44600-42800	UTILITIES	102.32	3,200	2,150.32				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	700-45300-42904	CORN PALACE GAMES	4,375.00	0	121,126.55-	Y			
** 2025-2026 YEAR TOTALS **			3,081,530.16						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	445.86
101-1210	MAYOR'S OFFICE	365.20
101-1220	CITY ADMINISTRATOR	2.13
101-1230	ADMINISTRATIVE BOARDS	0.21
101-1410	ATTORNEY'S OFFICE	1,184.79
101-1420	FINANCE	207.23
101-1440	HUMAN RESOURCES	5,877.19
101-1460	INSURANCE & BONDS	5,000.00
101-1920	MUNICIPAL BUILDINGS	2,299.60
101-1935	INFORMATION TECHNOLOGY	7,951.31
101-2110	POLICE DEPARTMENT	8,528.47
101-2130	TRAFFIC DEPARTMENT	27,640.14
101-2200	FIRE DEPARTMENT	18,137.41
101-3100	STREET DEPARTMENT	51,750.68
101-3110	PUBLIC WORKS ADMIN	153.68
101-3120	STREET & SIDEWALK CONST	22,785.32
101-3150	STORM DRAINAGE	8,251.08
101-3700	CEMETERY	73.31
101-4120	ANIMAL CONTROL	986.02
101-5000	CULTURE & RECREATION	12,750.00
101-5500	LIBRARY	1,919.36

101 TOTAL	GENERAL	176,308.99
201-5110	RECREATION & AQUATICS	7,881.21
201-5140	RECREATION CENTER	19,356.08
201-5160	SPORTS COMPLEXES	21,176.02
201-5165	CADWELL CONCESSIONS	6,549.94
201-5210	PARKS	97,854.48
201-5220	SUPERVISION	48.96

201 TOTAL	PARK FUND	152,866.69

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
203-5220	LAKE	1,136.00

203 TOTAL	LAKE MITCHELL	1,136.00
211-6311	ENTERTAINMENT TAX	21,875.00

211 TOTAL	ENTERTAINMENT TAX	21,875.00
214-3500	E-911	277.29

214 TOTAL	E-911 EMERGENCY	277.29
218-5150	PALACE TRANSIT	1,292.64
218-5180	JVCC	2,630.68

218 TOTAL	COMMUNITY SERVICES	3,923.32
219-5140	NUTRITION	10,554.88

219 TOTAL	NUTRITION	10,554.88
230-3500	AIRPORT	7,392.07

230 TOTAL	AIRPORT	7,392.07
602-3330	WATER TREATMENT PLANT	95,461.56
602-3340	WATER DISTRIBUTION	742,435.76

602 TOTAL	WATER	837,897.32
604-3200	WASTE WATER TREATMENT	1,658,604.06
604-3250	WASTE WATER COLLECTION	62,663.75

604 TOTAL	SEWER	1,721,267.81

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
612-3220	RECYCLING PROGRAM	1,317.97
612-3230	WASTE COLLECTION	2,207.56
612-3240	LANDFILL	64,451.71

612 TOTAL	SANITATION	67,977.24
613-5650	CORN PALACE	57,788.53

613 TOTAL	CORN PALACE	57,788.53
614-5250	GOLF COURSE	125.72CR

614 TOTAL	GOLF COURSE	125.72CR
619-5220	CAMPGROUND	12,913.51

619 TOTAL	CAMPGROUND	12,913.51
621-4600	EMS	5,102.23

621 TOTAL	EMERGENCY MEDICAL SERVICE	5,102.23
700-5300	AGENCY FUNDS	4,375.00

700 TOTAL	AGENCY FUNDS	4,375.00

** TOTAL **		3,081,530.16

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
E01 5311-FY18/19	ADS Marketing/Ads/Promotion	471.80
	CDLDUE CDL/Dues	150.00
	MAINT Maintenance/Repairs	661.77
	OFFSUP Office Supplies	7.30
	OFFUT Office Utilities	1.77
	** PROJECT E01 TOTAL **	1,292.64
H01 SPORTS COMPLEX EQUIPMENT	42500 REPAIR/MAINTENANCE	855.54
	42610 GAS-FUEL	52.00
	** PROJECT H01 TOTAL **	907.54
H04 BASEBALL	42500 REPAIR/MAINTENANCE	120.00
	42600 SUPPLIES/MATERIALS	342.75
	42800 UTILITIES	490.78
	** PROJECT H04 TOTAL **	953.53
H05 SOFTBALL	42500 REPAIR/MAINTENANCE	132.22
	42600 SUPPLIES/MATERIALS	338.99
	42800 UTILITIES	241.05
	** PROJECT H05 TOTAL **	712.26
H06 ARENA-NORTH RINK	42500 REPAIR-MAINTENANCE	139.96
	42600 SUPPLIES-MATERIALS	9.99
	** PROJECT H06 TOTAL **	149.95
H07 PEPSI COMPLEX	42600 SUPPLIES/MATERIALS	184.11
	42800 UTILITIES	536.22
	** PROJECT H07 TOTAL **	720.33
H10 MUNROE PARK	42800 UTILITIES	47.99
	** PROJECT H10 TOTAL **	47.99
H12 DOG PARK	42600 SUPPLIES/MATERIALS	445.14
	** PROJECT H12 TOTAL **	445.14
H50 PARKS EQUIPMENT	42500 REPAIR/MAINTENANCE	956.88
	42600 SUPPLIES/MATERIALS	110.03
	43400 CAPITAL EQUIPMENT	82,540.33
	** PROJECT H50 TOTAL **	83,607.24
H51 PARK SHOP	42600 SUPPLIES/MATERIALS	298.54

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
	42800	UTILITIES	584.22
		** PROJECT H51 TOTAL **	882.76
H55 DRY RUN CREEK PARK	42800	UTILITIES	76.18
		** PROJECT H55 TOTAL **	76.18
H56 HITCHCOCK PARK	42800	UTILITIES	399.05
		** PROJECT H56 TOTAL **	399.05
H58 JENNEWEIN PARK	42800	UTILITIES	16.47
		** PROJECT H58 TOTAL **	16.47
H60 NORTHRIDGE PARK	42600	SUPPLIES/MATERIALS	257.52
	42800	UTILITIES	9.79
		** PROJECT H60 TOTAL **	267.31
H61 PIONEER PARK	42600	SUPPLIES/MATERIALS	50.25
	42800	UTILITIES	13.59
		** PROJECT H61 TOTAL **	63.84
H62 ROTARY PARK	42800	UTILITIES	15.01
		** PROJECT H62 TOTAL **	15.01
H63 VETERANS PARK	42850	UTILITES/VETERANS PARK	62.41
		** PROJECT H63 TOTAL **	62.41
H64 6TH STREET PLAZA PARK	42600	SUPPLIES/MATERIALS	1,992.99
		** PROJECT H64 TOTAL **	1,992.99
H66 CAMP ARROYA	42800	UTILITIES	83.68
		** PROJECT H66 TOTAL **	83.68
H67 DAY CAMP	42800	UTILITIES	53.67
		** PROJECT H67 TOTAL **	53.67
H68 FRANKS BAY	42600	SUPPLIES/MAINTENANCE	29.62
		** PROJECT H68 TOTAL **	29.62
H71 KIWANIS WOODLOT	42800	UTILITIES	40.46
		** PROJECT H71 TOTAL **	40.46

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
H74 PUBLIC BEACH	42800 UTILITIES	45.29
	** PROJECT H74 TOTAL **	45.29
H76 SANDY BEACH	42600 SUPPLIES/MATERIALS	31.37
	42800 UTILITIES	20.48
	** PROJECT H76 TOTAL **	51.85
H77 SPORTSMANS CLUB	42600 SUPPLIES/MATERIALS	80.00
	43200 BUILDINGS	8,763.44
	** PROJECT H77 TOTAL **	8,843.44
H79 LAKE PARK ACCESS AREAS	42800 UTILITIES	9.79
	** PROJECT H79 TOTAL **	9.79
H87 PATTON YOUNG	42602 CHEMICALS	319.96
	** PROJECT H87 TOTAL **	319.96
J02 INDOOR AQUATIC CTR	CHEMICAL CHEMICALS	120.00
	** PROJECT J02 TOTAL **	120.00
J05 REC CTR CONCESSIONS	CONC SUP CONCESSION SUPPLY	212.55
	** PROJECT J05 TOTAL **	212.55
J06 REC CTR-GENERAL BLDG	RM-EQUIP REPAIR/MAINT-EQUIPMENT	0.90
	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	1.29
	SM-GENER SUPPLIES/MATERIAL-GENERAL	114.44
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	273.52
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	189.31
	SM-PLUMB SUPPLIES/MATERIAL-PLUMBING	20.90
	** PROJECT J06 TOTAL **	600.36
J07 REC CTR-PRESCHOOL	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	17.96
	** PROJECT J07 TOTAL **	17.96
J08 REC CTR PUBLISHING	ICAN PUBLISHING-ICAN	750.00
	KMIT PUBLISHING-KMIT	660.00
	MIDCO PUBLISHING-MIDCO	1,300.00
	** PROJECT J08 TOTAL **	2,710.00
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	6,391.89

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
	TV	UTILITIES-TV	118.90
		** PROJECT J09 TOTAL **	6,510.79
J10 REC CTR UNIFORMS	CHRIS	UNIFORMS-CHRIS	55.45
	THOMAS	UNIFORMS-THOMAS	67.70
		** PROJECT J10 TOTAL **	123.15
J50 OUTDOOR AQUATIC CENTER	SM-GENER	SUPPLIES/MATERIAL-GENERAL	35.73
	SM-LIFEG	SUPPLIES/MATERIAL-LIFEGRD SUPP	480.00
		** PROJECT J50 TOTAL **	515.73
J51 P&A YOUTH PROGRAMS	SM-PROGR	SUPPLIES/MATERIAL-PROGRAMS	3,000.00
		** PROJECT J51 TOTAL **	3,000.00
J52 P&A ADULT PROGRAMS	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	336.00
		** PROJECT J52 TOTAL **	336.00
J55 P&A PUBLISHING	DAILY	PUBLISHING-DAILY REPUBLIC	4,027.22
		** PROJECT J55 TOTAL **	4,027.22
L10 106	42500	REPAIR MAINTENANCE	160.17
		** PROJECT L10 TOTAL **	160.17
L1B 185	42600	SUPPLIES MATERIALS	55.54
		** PROJECT L1B TOTAL **	55.54
L23 124	42600	SUPPLIES MATERIALS	473.30
		** PROJECT L23 TOTAL **	473.30
L25 127	42600	SUPPLIES MATERIALS	271.67
		** PROJECT L25 TOTAL **	271.67
L39 140	42600	SUPPLIES MATERIALS	433.73
		** PROJECT L39 TOTAL **	433.73
L3A 950	42600	SUPPLIES SUPPLIES	302.92
		** PROJECT L3A TOTAL **	302.92
L3C 197	42600	SUPPLIES MATERIALS	249.33
		** PROJECT L3C TOTAL **	249.33

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
L55 156	42500 REPAIR MAINTENANCE	138.90
	42600 SUPPLIES MATERIALS	2,013.97
	** PROJECT L55 TOTAL **	2,152.87
L58 162	42600 SUPPLIES MATERIALS	96.53
	** PROJECT L58 TOTAL **	96.53
L59 163	42500 REPAIR MAINTENANCE	1,671.60
	** PROJECT L59 TOTAL **	1,671.60
L62 166	42500 REPAIR MAINTENANCE	150.00
	** PROJECT L62 TOTAL **	150.00
L71 903	42500 REPAIR MAINTENANCE	27.10
	42600 SUPPLIES MATERIALS	241.13
	** PROJECT L71 TOTAL **	268.23
L8A 181	42600 SUPPLIES MATERIALS	86.03
	** PROJECT L8A TOTAL **	86.03
L98 175	42500 REPAIR MAINTENANCE	175.60
	42600 SUPPLIES MATERIALS	1,682.83
	** PROJECT L98 TOTAL **	1,858.43

NO ERRORS

** END OF REPORT **

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 19, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing & Action on an Application for Shayna Loecker-Conditional Use Permit		
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. Planning Commission motioned to recommend approval with 3 conditions-1) license is non-transferable, 2) if business ceases to operate for six months, then a new application would be required, 3) pass a fire inspection. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 05-12-25.		



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

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

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

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

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

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

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

- Description of Variance: 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



NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, May 12, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, May 19, 2025 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 24th day of April, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 30th day of April, 2025

Approximate Cost:

Traci Loecker
3000 Canal Circle
Mitchell, SD 57301

Shayna Loecker
710 N Kittridge St
Mitchell, SD 57301

Toshiba American Business Solutions
Inc
25530 Commercentre Dr
Lake Forest, CA 92630

Firesteel SNF Realty LLC
1777 Of the States
#204
Lakewood, NJ 08701

John & Judith Magstadt
1015 E 8th Ave
Mitchell, SD 57301

Lester & Heather Wilcox
1035 E 8th Ave
Mitchell, SD 57301

Michele Schoenwald
706 N Kittridge St
Mitchell, SD 57301

Judy Masten-Hart
Bret Hart
1028 E 7th Ave
Mitchell, SD 57301

David Williams
1032 E 7th Ave
Mitchell, SD 57301

Paul & Norma Williams
1034 E 7th Ave
Mitchell, SD 57301

Brian Wasmoen
525 Charles St
Mitchell, SD 57301

April 30, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, May 12, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Monday, May 19, 2025 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

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

I/We David Williams
OWNER
1032 East 7th Ave Mitchell, SD 57301
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 19, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing & Action on an Application for First Presbyterian Church-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	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 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. Planning Commission motioned to recommend approval. All present voting aye; motion carried.		

City of
Mitchell

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: _____

- 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

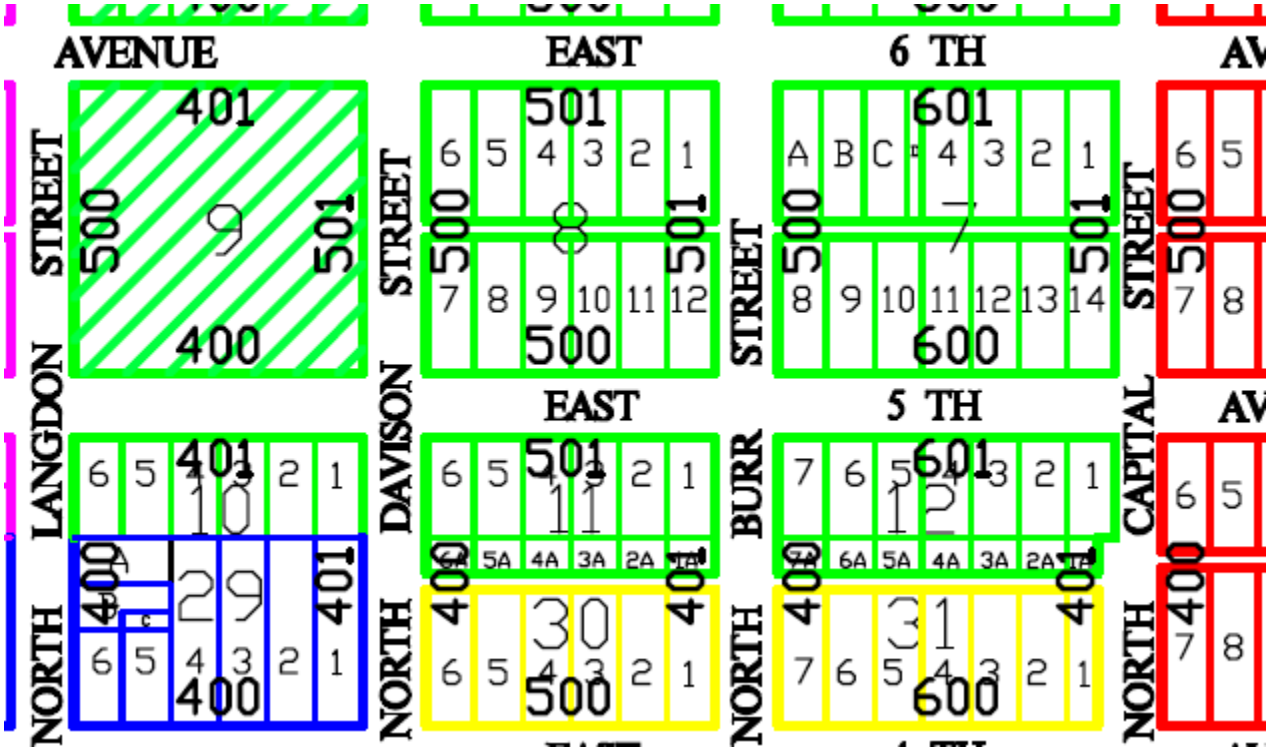
First Presbyterian Church



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



NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, May 12, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, May 19, 2025 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 24th day of April, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 30th day of April, 2025

Approximate Cost:

First Presbyterian Church
500 E 5th Ave
Mitchell, SD 57301

Cathedral Square Apartments 24 LLC
2345 E 3rd Ave
STE 220
Denver, CO 80206

Eric Wilson
501 E 6th Ave
Mitchell, SD 57301

Kevin & Katrina Talley
509 E 6th Ave
Mitchell, SD 57301

Arthur & Audra Rew
515 E 6th Ave
Mitchell, SD 57301

Marc & Berdene Whipkey
517 E 6th Ave
Mitchell, SD 57301

Keely Nelson
601 E 6th Ave
Mitchell, SD 57301

Alfred & Trista Herren
603 E 6th Ave
Mitchell, SD 57301

Olbin & Annamarie Martinez
55971 US Highway 12
Grove City, MN 56243

Joseph & Cheryl Thuringer Trust
600 E 5th Ave
Mitchell, SD 57301

Val Reaves
524 E 5th Ave
Mitchell, SD 57301

Mark Buck
415 E 5th Ave
Mitchell, SD 57301

Dave Robinson
417 E 5th Ave
Mitchell, SD 57301

Paul Ebsen
45971 253rd St
Hartford, SD 57033

Henna Keyser
415 N Davison St
Mitchell, SD 57301

Todd & Patricia Magnuson
413 N Davison St
Mitchell, SD 57301

MB Sigmund LLC
1311 Northridge RD
Mitchell, SD 57301

Robert & Carrie Hoffman
501 E 5th Ave
Mitchell, SD 57301

Jeanette & Russel Rook
509 E 5th Ave
Mitchell, SD 57301

Highmark Holdings LLC
109 N Harmon Dr
Mitchell, SD 57301

Karen Larson
515 E 5th Ave
Mitchell, SD 57301

Donald & Evelyn Reyen
1212 S 7th St
Milbank, SD 57252

Conner Whitley
521 E 5th Ave
Mitchell, SD 57301

Gold Key Properties LLC
1660 E 8th Ave
Mitchell, SD 57301

Michael Miller
1208 E 4th Ave
Mitchell, SD 57301

Matthew & Catherine Buschbach
609 E 5th Ave
Mitchell, SD 57301

April 30, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, May 12, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Monday, May 19, 2025 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

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

I/We

Art: ANDRA Riew
OWNER
515 E 6th Ave
ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

April 30, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, May 12, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Monday, May 19, 2025 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

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I/We Evelyn Regan
OWNER
1312 S. 7th St. Mitchell SD 57252
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 19, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing & Action on an Application for Todd & Nancy Boyd-Variance Permit		
Explanation/Background of Agenda Item Requested:	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. Planning Commission motioned to recommend approval. All present voting aye; motion carried. See Planning Commission Unsigned Minutes from 05-12-2025.		



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

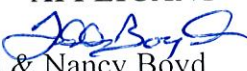
This Application is for the following described real property:

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

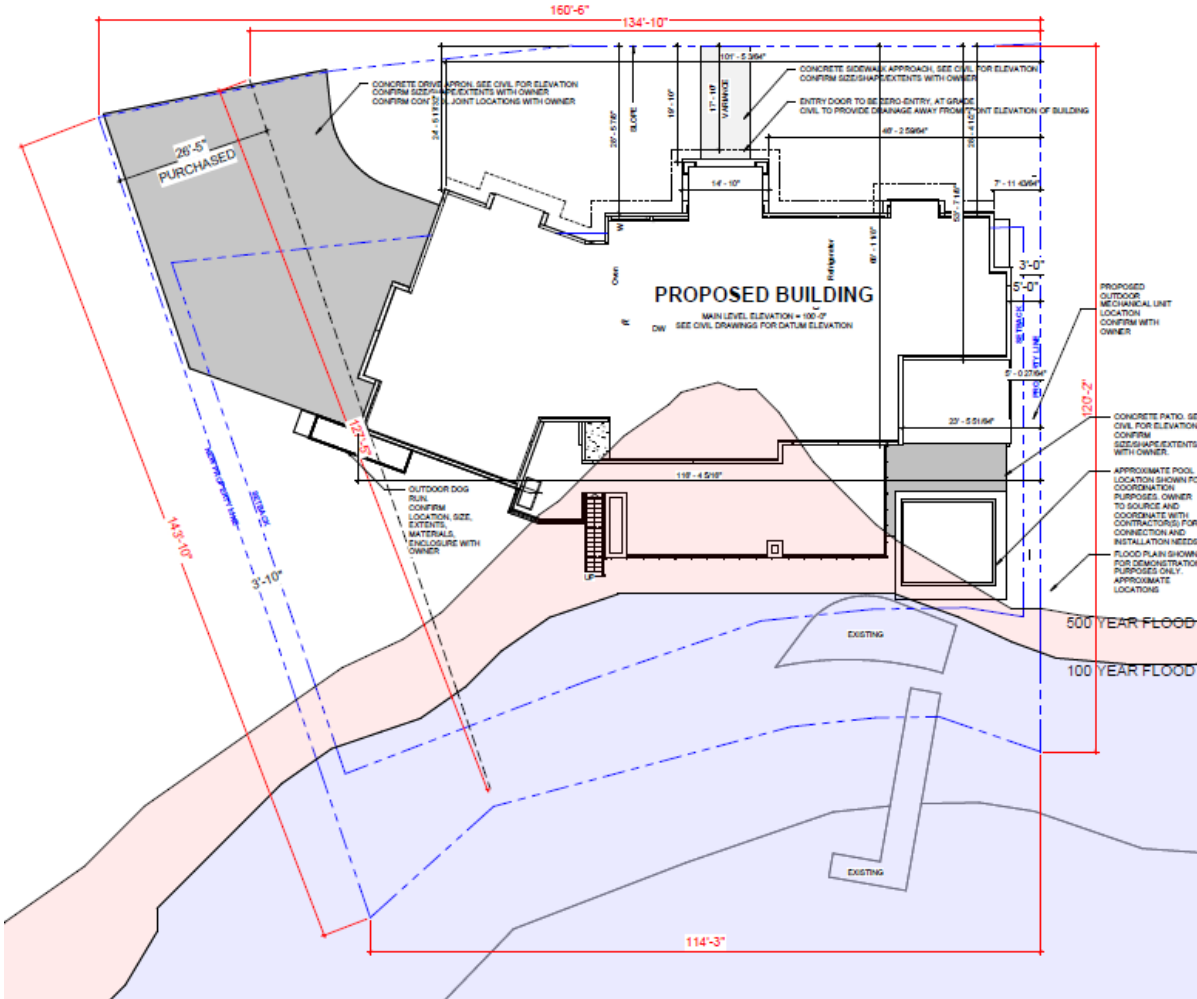
Dated this 21st of April, 2025.

Todd & Nancy Boyd
APPLICANT


Todd & Nancy Boyd
OWNER



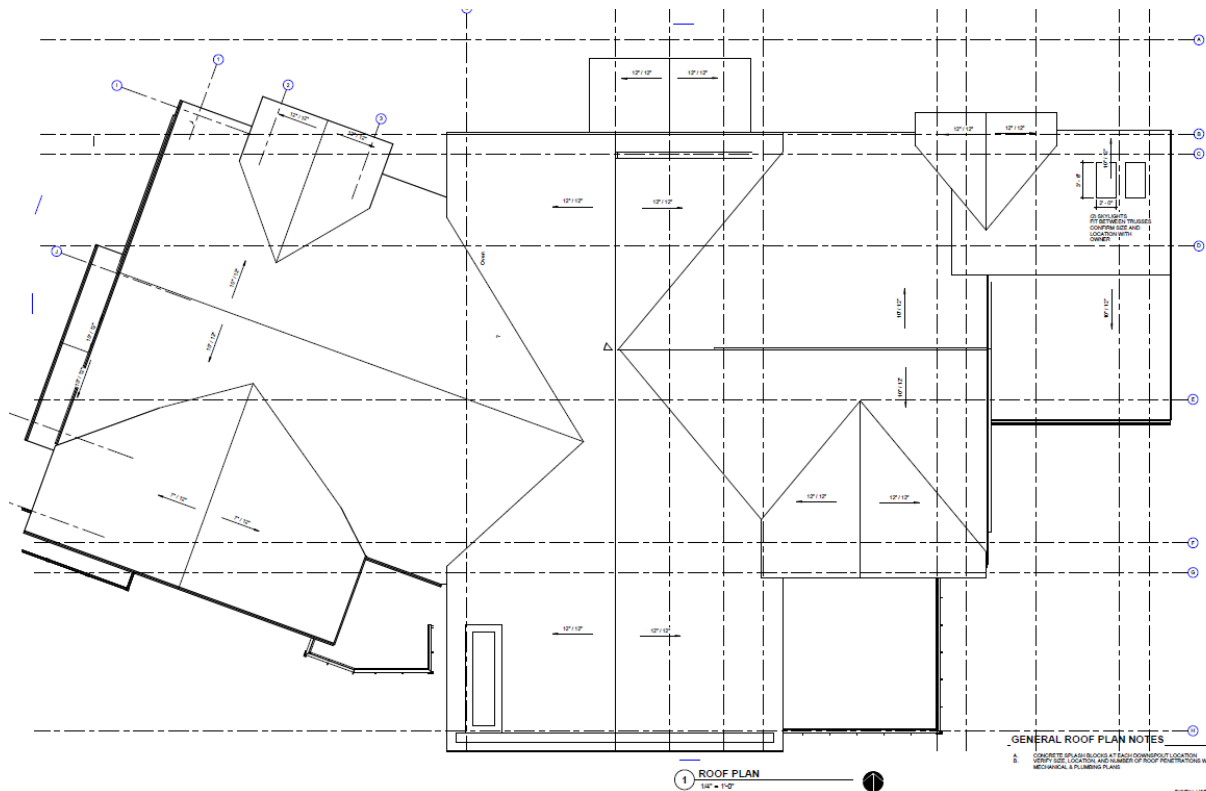
DIMENSIONS SHOWN ON THIS SHEET ARE ROUNDED TO THE NEAREST INCH.
FIELD VERIFY ALL LOT LINE LOCATIONS, SETBACKS, AND ALL SITE CONDITIONS.

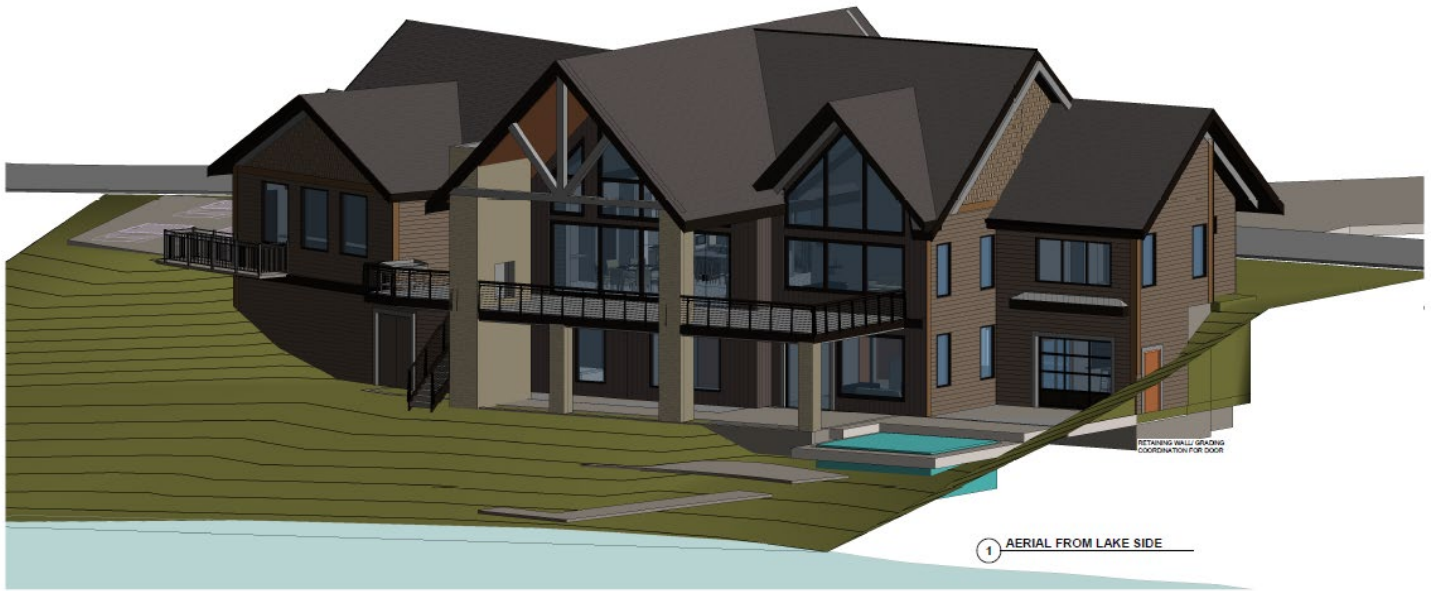


BID SET v3
03-24-2025

BOYD HOME
155 S. HARMON
MITCHELL, SD
ARCHITECTURAL SITE PLAN

Revision Schedule
No. Description Date





NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, May 12, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, May 19, 2025 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 24th day of April, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 30th day of April, 2025

Approximate Cost:

Todd & Nancy Boyd
600 Oakmond Ave
Mitchell, SD 57301

Rick Deschepper & Roger Musick
Cheryl Oleske
2509 E Stanton Cr
Sioux Falls, SD 57103

Donald & Barbara Young
167 S Harmon Dr
Mitchell, SD 57301

Boyd & Kay Reimnitz
817 N Sanborn Blvd
Mitchell, SD 57301

Gopal Vyas Trust
PO Box 1367
Mitchell, SD 57301

Mark Graham Revoc Living Trust
145 S Harmon Dr
Mitchell, SD 57301

Lurken Living Trust
139 S Harmon Dr
Mitchell, SD 57301

Phillip & Kathleen Kirkegaard
137 S Harmon Dr
Mitchell, SD 57301

Bart & Nikki Fredericksen
129 S Harmon Dr
Mitchell, SD 57301

City of Mitchell
612 N Main St
Mitchell, SD 57301

April 30, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, May 12, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Monday, May 19, 2025 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

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

I/We

Celia and Kathy Kershbaum

OWNER

137 S Harmon Drive

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

*love it! Looking forward to
having a new neighbor!*

Celia

Outside expectations

April 30, 2025

TO WHOM IT MAY CONCERN:

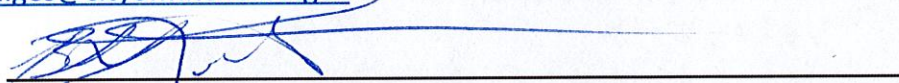
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I/We



OWNER

165 & 159 S Harmon Dr

ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

IT is Fantastic To Have The Boyd's as neighbors and to have a new house being Built at 155 S Harmon. I'm very appreciative The City sold 159 S Harmon, which is now allowing The Boyd's To Design a House/Homo worthy of The location.

Outside expectations

April 30, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

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I/We

Bart & Nikki Fredericksen

OWNER

129 South Harmon Dr. Mitchell

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 19, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing & Action on an Application for Koch Premier Properties LLC-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	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. Planning Commission motioned to recommend approval; 5 aye, 0 nay and 2 absent. Motion carried. See Planning Commission Unsigned Minutes 05-12-25.		



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

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

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

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

☐ **Rezoning** \$250 application 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", written over the signature line.

Koch Premier Properties LLC
OWNER



NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, May 12, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, May 19, 2025 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 24th day of April, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 30th day of April, 2025

Approximate Cost:

Koch Premier Properties LLC
PO Box 485
Plankinton, SD 57368

Van Buskirk Homes LLC
Jordan Hefner
2571 S. Westlake DR, STE 100
Sioux Falls, SD 57106

Right Rudder LLC
PO Box 156
Mitchell, SD 57301

Paul & Jean Koch Rev Living Trust
PO Box 485
Plankinton, SD 57368

Determan Family LLC
PO Box 193
Mitchell, SD 57301

Daniel & Mona Koupal
1532 Lakeview Ln
Mitchell, SD 57301

Lucas Mauer
1528 Lakeview Ln
Mitchell, SD 57301

Chet & Jacqueline Edinger
Revocable Living Trust
1524 Lakeview Ln
Mitchell, SD 57301

Tom & Mary Day
1520 Lakeview Ln
Mitchell, SD 57301

April 30, 2025

TO WHOM IT MAY CONCERN:

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I/We Chet & Jacqueline Edinger
OWNER
1524 Lakeview Lane
ADDRESS

 APPROVE

✓ DISAPPROVE

COMMENTS:

Lakeview Lane is a single lane roadway with no center line, no sidewalks and no curb + gutter. The additional traffic burden would be a substantial detriment to the single family homes, especially when children are present. It devalues the neighborhood as there are 6 single family homes and 3 multi unit bldgs currently, as well as a commercial business.



over 4 units add 1500 ft

April 30, 2025

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I/We

Paul & Sean Koch

OWNER

PO Box 485; 607 N. Duff,

ADDRESS

Plankinton, SD 57368

☒

APPROVE

☐

DISAPPROVE

COMMENTS:

April 30, 2025

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YOU ARE HEREBY NOTIFIED that 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.

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I/We

Paul & Jean Koch
OWNER
PO Box 485, 607 N. Duff
ADDRESS

Plankinton, SD
57368

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 19, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing & Action on an Application for Koch Premier Properties LLC-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	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. Planning Commission motioned to recommend approval. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 05-12-25.		



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

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

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

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

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

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

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

- Description of Variance: [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.



NOTICE OF HEARING

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

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Dated this 24th day of April, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 30th day of April, 2025

Approximate Cost:

Koch Premier Properties LLC
PO Box 485
Plankinton, SD 57368

Van Buskirk Homes LLC
Jordan Hefner
2571 S. Westlake DR, STE 100
Sioux Falls, SD 57106

Determan Family LLC
PO Box 193
Mitchell, SD 57301

Lucas Mauer
1528 Lakeview Ln
Mitchell, SD 57301

Tom & Mary Day
1520 Lakeview Ln
Mitchell, SD 57301

Tim & Cora Oesterling
103 Lakeview Ln
Mitchell, SD 57301

Andrew Johnson
Ashley Mowry
115 Lakeview Ln
Mitchell, SD 57301

Big Red LLC
PO Box 426
Mitchell, SD 57301

Chet & Jacqueline Edinger
Revocable Living Trust
1524 Lakeview Ln
Mitchell, SD 57301

April 30, 2025

TO WHOM IT MAY CONCERN:

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I/We Chel & Jacqueline Edinger
OWNER
1524 Lakeview Lane
ADDRESS

____ APPROVE

☒ DISAPPROVE

COMMENTS:

Lakeview Lane is a single lane roadway with no sidewalks or curb & gutter. Would prefer this unit be moved to/nearer to SD Hwy 37 as to not interrupt the neighborhood with additional traffic

Outside expectations

April 30, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

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I/We Paul & Jean Roch

OWNER

PO BOX 485, 1607 N. Duff

ADDRESS)

Plankinton, SD 57360

☒

APPROVE

☐

DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	May 19, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 6-2-25		
Explanation/Background of Agenda Item Requested:	LifeQuest Inc has applied for a Variance Permit for the following; front yard setback of 10' vs 25', rear yard setback of 20' vs 25' and both side yard setbacks of 3' vs 5'. This is located in the 1000 Block of E 8<sup>th</sup> Ave, legally described as Lot R-1 in the NE 1/4 of Section 22, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned R4 High Density Residential District.		



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

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

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

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** \$150 application due with the application.

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

☒ **Variance** \$100 application due with the application.

• Description of Variance Requested: Applicant is requesting a variance on four sides of the property to construct a micro home development consisting of 7 units for LifeQuest. Applicant requests the following variances: a 20-foot setback on the north side of the property; a 10-foot setback on the south of the property; and a 3-foot variance on the east & west sides of theh property. Attached hereto is the site plan. Please refer to highlighted portions on Page A101.

☐ **Conditional Use Permit** \$150 application due with the application.

- Description of Conditional Use: _____

This Application is for the following described real property:

• Legal Description: Lot R-1 in the Northeast Quarter (NE1/4) of Section Twenty-two (22), Township One Hundred Three (103), Range Sixty (60), in Mitchell, Davison County, South Dakota.

- Property Address: 804 North Mentzer, Mitchell, SD 57301

Dated this 24th day of April, 2025.

Pam Hanna

Applicant

Pam Hanna

Owner



Micro Home Development

LifeQuest

My Own Front Door

APRIL 07, 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 19, 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 Applications for Renewal of Malt Beverage Licenses for 2025-2026		
Explanation/Background of Agenda Item Requested:	2025-2026 Malt Beverage Licenses Background Checks have been completed. Property Taxes have been checked.		

NOTICE OF APPLICATIONS FOR SALE OF ALCOHOLIC BEVERAGES

It appearing that application for license for the sale of alcoholic beverages, in the City of Mitchell, South Dakota, as the same are defined and classified under the provision of 1967 SDCL, Title 35, and Acts Amendatory thereof, has been presented to the governing body and filed in the office of the Finance Officer, as follows:

License #	Retail (On-Off Sale) Malt Beverage	Business Address
RB-2169	Lab LLC	501 South Sanborn Boulevard
RB-2679	Twin Dragon Inc dba Twin Dragon Restaurant	704 East Norway Street
RB-2828	M.G. Oil Company dba Jokerz Casino	716 North Rowley St Ste A1
RB-2833	Eric Hieb dba Lakeview Golf	3300 North Ohlman Street
RB-2834	Hohn Partnership dba Platinum Players Club 2	719 North Sanborn Boulevard Ste 2
RB-2835	Hohn Partnership dba Platinum Players Club III	719 North Sanborn Boulevard Ste 3
RB-2838	Meyers Oil Co Inc dba Dakota Sunset Shell	1524 West Havens Avenue
RB-2839	CDH Inc dba Kwik-Phil	520 East Havens Avenue
RB-2841	TBM LLC/Mitchell Liquor & Wine	1620 South Burr Street STE A
RB-2842	Holiday Stationstores LLC #490	1821 South Burr Street Suite A
RB-2844	M.G. Oil Company dba Village Bowl 4	1500 North Duff Street Suite D
RB-2846	Bradley Theme LLC dba Bradley's Pub & Grill	522 North Main Street
RB-3124	M. G. Oil Company dba 777 LLC	1001 S Burr St Ste A
RB-3133	Hohn Partnership dba Platinum Players Club 1	719 North Sanborn Boulevard Ste 1
RB-3434	V.V. Inc dba Sudz	508 & 510 East Havens Street
RB-19078	V.V. Inc dba The Hideout	510 East Havens Street
RB-20236	Jeanne Blaaid dba Leader Sporting Goods	712 West Spruce Street
RB-23601	M.G. Oil Company dba Village Bowl 5	1500 North Duff Street Suite E
RB-25698	Sky Dine Inc. dba Marlin's Roadhouse Grill	Highway 37 & Junction I-90
RB-25699	Tokyo Japanese Cuisine LLC	819 East Spruce Street
RB-25700	Team Haus Inc dba Westside Sinclair	1527 West Havens Avenue
RB-25701	Team Haus Inc dba Northside Sinclair	1905 North Main Street
RB-25702	Graham Oil Inc dba Graham's Interstate BP	I 90 & Highway 37
RB-25704	Cubby's Inc dba Cubby's Mitchell East	1000 S Burr Street
RB-25705	Cubby's Inc dba Cubby's Mitchell West	1700 West Havens Avenue
RB-25707	Niew LLC dba Arnie's	1218 East 1 st Avenue
RB-25709	Walgreen Co dba Walgreens #10347	901 South Burr Street
RB-25710	Casey's Retail dba Casey's General #3321	100 S Main Street
RB-25857	Corn Palace Shrine Club	112 East 5 th Avenue

RB-25872	Coborn's Inc	1800 North Main Street
RB-26009	V.V. Inc dba Outback Casino	508 East Havens Street Suite 2
RB-26216	Los 3 Amigos LLC dba Los 3 Amigos	1522 West Havens Avenue
RB-26966	Lucky Clovers LLC	909 North Main St
RB-26967	Lucky Clovers LLC	909 North Main St
RB-27122	Chamber of Commerce	601 North Main Street
RB-27313	Blarneys LLC dba Blarneys Sports Bar & Grill	2100 Highland Way Suite W
RB-28093	Bates Enterprises LLC dba Big Dummy's Bar	110-112 North Main
RB-28269	2 nd & Lawler Co LLC dba Main St Mercantile	615 North Main Street
RB-28510	VV Inc, dba The Garage	909 North Ohlman #3
RB-30207	Palace City Brewing	227 West Railroad Ave
RB-29595	Bullseyes & Birdies	1307 North Main Street
RB-30230	Odyssey Entertainment dba Odyssey Luxury 5	209 North Lawler Street
RB-3833	MG Oil Company/Jokerz Casino Mitchell-2	716 North Rowley St Ste A2
RB30514	Area Community Theatre	700 North Main Street

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	May 19, 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 following Alcohol Licenses a. Application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for June 7, 2025 for a wedding b. Application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for June 21, 2025 for a wedding		
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

Corn Palace Shrine Club
112 E 5th Ave
Mitchell, SD 57301

Owner's Telephone #: _____

B. Business Name and Address

The Masonic Hall
112 E 5th Ave
Mitchell, SD 57301

Business Telephone #: 605-996-4724

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

County: _____

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

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

C. Indicate the class of license being applied for

(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☒ Other Temp. Liquor License *Five 7th Jeps McCormack wedding dance*

Is this license in active use? ☒ Yes ☐ No

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

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

D. Legal description of licensed premise:

Lot 5 & 6 Block 4 MM Rawley
1st Addition to the city of Mitchell
SD

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

E. State Sales Tax Number _____

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

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

Date 5/13/23

Print Name Brandon Manchester

Signature [Signature]

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal)

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

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 Corn Palace Shrine Club

Address of office and principal place of business of corporation/partnership/LP/LLC 112 E 5th Ave, Mitchell, SD

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>Brendan Manchester</u>	<u>Board Member</u>	<u>28 Charles St Mitchell, SD</u>	<u>Fire-fighter / Paramedic</u>
<u>Matt Buehner</u>	<u>Treasurer</u>	<u>40692 Sunset Dr, Mitchell, SD</u>	<u>CPA</u>
<u>James D Taylor</u>	<u>Secretary</u>	<u>723 W 4th Ave, Mitchell, SD</u>	<u>Attorney</u>
<u>Jeremy McNary</u>	<u>Building Supervisor</u>	<u>1029 E 2nd Ave, Mitchell, SD</u>	<u>Farmer</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

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

James D Taylor PC Law Office, 520 N Lawler Suite 100,
PO Box 6 Mitchell, SD 57301

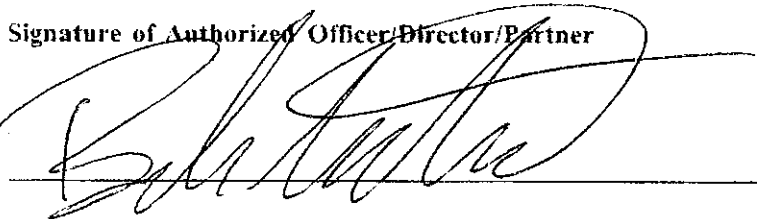
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



5/13/25

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Corn Palace Saline Club
112 E 5th Ave
Mitchell, SD 57301

Owner's Telephone #: _____

B. Business Name and Address

The Masonic Hall
112 E 5th Ave
Mitchell, SD 57301

Business Telephone #: 605-996-4724

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

County: _____

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

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

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

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☒ Other Temp. Liquor License Re-apply
June 21st 2025
wedding Dance

Is this license in active use? ☒ Yes ☐ No

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

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

D. Legal description of licensed premise:

Lot 5 & 6 Block 4 MH Fowley
1st Addition to the city of Mitchell
SD

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

E. State Sales Tax Number _____

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

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Date _____ Print Name Brendan Manchester 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 Corn Palace Shore Club

Address of office and principal place of business of corporation/partnership/LP/LLC 112 E 5th Ave, Mitchell, SD

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>Brandon Manchester</u>	<u>Board Member</u>	<u>28 Charles St Mitchell, SD</u>	<u>Firefighter / Paramedic</u>
<u>Matt Bueazao</u>	<u>Treasurer</u>	<u>40692 Sunrise Dr, Mitchell, SD</u>	<u>CPA</u>
<u>James D Taylor</u>	<u>Secretary</u>	<u>723 W 4th Ave, Mitchell, SD</u>	<u>Attorney</u>
<u>Jeremy McNery</u>	<u>Building Supervisor</u>	<u>1029 E 2nd Ave, Mitchell, SD</u>	<u>Farmer</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

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

James D Taylor PC Law Office, 520 V Lawler Suite 100,
PO Box 6 Mitchell, SD 57301

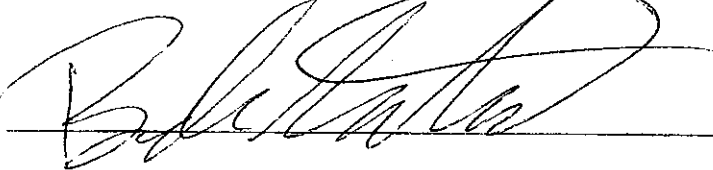
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



5/13/25

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: **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:

BID TABULATION FOR PAVING & OVERLAY CITY PROJECT #2025-15
BID OPENING: 1:30 PM, MAY 13, 2025; CITY HALL, MITCHELL, SD

				Commercial Asphalt 25254 413th Avenue Mitchell, SD 57301		PREVIOUS YEARS UNIT PRICES												
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
BID SCHEDULE A						2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
1	Asphalt for Tack CSS-1H or RC-70	3,550	GAL	\$ 4.75	\$ 16,862.50	\$ 4.50	\$ 4.40	\$ 4.00	\$ 2.60	\$ 2.40	\$ 600.00	\$ 525.00	\$ 500.00	\$ 510.00	\$ 575.00	\$ 620.00	\$ 590.00	\$ 660.00
2	Asphalt Concrete Class "G" Type I New Paving & Reconstruction	250	Tons	\$ 58.00	\$ 14,500.00	\$ 55.00	\$ 50.00	\$ 47.00	\$ 44.00	\$ 42.00	\$ 41.00	\$ 40.00	\$ 39.00	\$ 39.00	\$ 39.75	\$ 34.50	\$ 33.85	\$ 32.85
3	Asphalt Concrete Class "G" Type II Overlays	3,400	Tons	\$ 58.00	\$ 197,200.00	\$ 55.00	\$ 50.00	\$ 47.00	\$ 44.00	\$ 42.00	\$ 41.00	\$ 40.00	\$ 39.00	\$ 39.00	\$ 39.75	\$ 34.50	\$ 33.85	\$ 32.85
4	Asphalt Cement PG 64-22	210	Tons	\$ 800.00	\$ 168,000.00	\$ 800.00	\$ 850.00	\$ 775.00	\$ 605.00	\$ 605.00	\$ 614.00	\$ 480.00	\$ 430.00	\$ 460.00	\$ 601.00	\$ 643.00	\$ 610.00	\$ 680.00
5	Cold Milling	35,477	S.Y.	\$ 3.75	\$ 133,038.75	\$ 3.60	\$ 3.50	\$ 3.00	\$ 2.60	\$ 2.50	\$ 2.25	\$ 2.20	\$ 2.80	\$ 2.55	\$ 2.55	\$ 2.00	\$ 1.95	\$ 1.75
TOTAL BID										\$ 529,601.25								
BID SCHEDULE B						2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
6	Hot Mix Picked Up At Plant*	1	TN	\$ 78.00		\$ 70.00	\$ 73.00	\$ 68.00	\$ 58.00	\$ 60.00	\$ 60.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 66.00

Prepared by Deb Hanson-Sudbeck

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 19, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	NA - Traffic		
Agenda Item:	Request for Reserved Parking Spot at 200 E. 11th Avenue		
Explanation/Background of Agenda Item Requested:	Request for Reserved Parking Space at 200 E 11th Ave The resident living at 200 E 11th Avenue has requested a reserved parking spot within the right-of-way along the curb. The resident stated there is limited to no parking spaces available due to businesses in the area. Please see the attached location map for additional information. The property is currently a rental. If approved, City staff would place a reserved parking sign within the boulevard and paint the curb.		

Possible Locations
for 1 Reserved
Parking Spot

RST

NIWAUERST

E 17TH AVE

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 19, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	NA - Water Enterprise Fund		
Agenda Item:	Action to Approve Agreement #A2025-35, Hosted Software and Service Agreement with H2O Analytics Corp		
Explanation/Background of Agenda Item Requested:	Request to Approve Agreement with H2O Analytics Corp for the Customer Meter Portal On October 7, 2024, Council approved moving forward with a customer portal for water usage information. The attached hosted software and services agreement is with H2O Analytics Corp for their services. We are hoping to bring the software live within a couple of months. We have an internal training schedule for May 29 with City Staff and H2O Analytics. Staff recommends Council approval of the attached agreement and to authorize the Mayor to sign on their behalf. Portal Background: The software would allow our users to review hourly, daily and monthly usage from any device with a web browser. This would allow customers to receive automated leak and high use notifications according to preference. The City would have the capability to send out notices with this software such as past-due bills, service outage notifications or projects within a certain area. This would possibly eliminate our need to go door to door for such notifications. The total cost for implementation is \$37,805. This includes the first year of annual fees of \$11,755 which will be due annually in subsequent years.		

**HOSTED SOFTWARE AND SERVICES AGREEMENT
BETWEEN H2O ANALYTICS CORP AND CITY OF MITCHELL**

This **Hosted Software and Services Agreement** (the "Agreement") is entered into and made effective as of the latest date set forth on the signature page of this Agreement ("Effective Date"), by and between **H2O Analytics Corporation** ("H2O"), a Texas corporation, having a place of business at 6038 Sentry Point, Fischer, TX 78623, and **City of Mitchell** ("Subscriber"), a political subdivision of the state of South Dakota, having a principal place of business at 612 N Main Street, Mitchell, SD 57301.

STATEMENT OF PURPOSE

Subscriber is engaged in the water supply industry.

H2O offers a hosted software platform known as the *H₂O Analytics Network* whereby it provides data, analytic and communication services (utilizing the internet and other means of communication), stores data, and distributes information to and for subscribers in connection with their water utility business (as further explained below), thereby reducing water losses, encouraging conservation and improving customer satisfaction.

The parties are entering into this Agreement to set forth the terms and conditions pursuant to which H2O will provide Subscriber access to the H₂O Analytics Network.

AGREEMENT

In consideration of the mutual covenants and promises set forth below, and for other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Except as otherwise defined herein, the following capitalized terms shall have the meanings ascribed below:

- "H₂O Analytics Network" means the network owned by H2O to which Subscriber is given access and use as part of the Network Services and pursuant to the terms and conditions of this Agreement.
- "Consulting Services" means those services provided by H2O to Subscriber pursuant to Section 2.2.
- "Effective Date" means the latest date set forth on the signature page of this Agreement.
- "Fixed Payments" means, collectively, the fixed payment amounts referenced in Section 3.2 of the Agreement and Section 2 of an applicable Schedule A.
- "Freedom of Information Legislation" means, collectively, various state and federal laws that guarantee access to data held by the state. Public Information Act, Texas Government Code, Chapter 552 is one example of such legislation.
- "Initial Interface" means the initial Interface provided by H2O to Subscriber to enable Subscriber to access the H₂O Analytics Network (which, if modifications to the standard interface are necessary, shall be provided pursuant to the initial Statement of Work for Consulting Services).
- "Interface(s)" means the Initial Interface and any subsequent interfaces or improvements or enhancements thereto developed by H2O as part of any Consulting Services.
- "Licensed Program(s)" means a computer software program identified in an applicable Schedule A to this Agreement (and all enhancements, improvements or modifications thereto and all related Technical Documentation) applicable to a particular Network Service. Not all Network Services require Licensed Programs.
- "Materials" means any Interfaces, materials, documentation or information provided by H2O to Subscriber pursuant to any Services.
- "Network Data" means data accessed by Subscriber through the H₂O Analytics Network (other than information owned by Subscriber).
- "Network Services" means software services provided by H2O to Subscriber through access to the H₂O Analytics Network as described in Section 2.1.
- "NPI" means nonpublic information relating to customers and former customers of Subscriber. Subscriber information that is subject to Freedom of Information Legislation is not considered NPI.
- "Services" means the Network Services, Consulting Services, Remote Support Services and other services provided by H2O to Subscriber under this Agreement.
- "Statement of Work" means a written agreement executed by both parties that expressly incorporates the terms of this Agreement and pursuant to which H2O provides Consulting Services to Subscriber. Each Statement of Work shall comply with the requirements of Section 2.2.
- "Subscriber" has the meaning set forth in the preamble to this Agreement.
- "Subscriber Data" means data belonging to Subscriber including billing data, customer data, meter data, information related to water treatment and the water distribution network, and other data pertaining to Subscriber business operations which is transmitted to H2O via the Interface(s) for processing by the Network Services.
- "Technology Documentation" means the user manuals (including electronic documentation) provided by H2O to Subscriber related to Subscriber's use of the Network Services and H₂O Analytics Network, as updated from time to time by H2O.
- "Remote Support Services" shall mean the telephone and network-based support services provided by H2O pursuant to Section 2.5 of this Agreement.
- "Territory" means the United States of America.
- "Variable Payments" means, collectively, the variable payment amounts referenced in Section 3.2 of this Agreement and Section 2 of an applicable Schedule A.

"VPN" means Virtual Private Network, a secured and authenticated data network which relies upon public telecommunication infrastructure.

2. H2O Services.

2.1 Network Services. During the term of this Agreement, H2O shall offer Network Services to Subscriber for use within the Territory. The Network Services shall consist of the following: (i) development of the Interfaces through Consulting Services; and (ii) commencing upon completion and installation of the Interface applicable to a specific Network Service, and continuing thereafter during the term of this Agreement, H2O shall provide Subscriber access to the H2O Analytics Network solely for the following purposes: (a) to transmit Subscriber Data to H2O for only those Network Services authorized in Section 1 of each Schedule A to this Agreement, and (b) to allow Subscriber to access data, analysis and communication services related to such Subscriber data to be formatted in standard forms and transferred between Subscriber, H2O and Subscriber's customers as described in the Technical Documentation. Each Schedule A to this Agreement shall be executed by both parties, expressly reference this Agreement, and be numbered consecutively, commencing with Schedule A-1. Subscriber is not authorized to utilize the H2O Analytics Network or Network Services to transmit Subscriber Data (or any related information) for any Network Services not authorized pursuant to an applicable Schedule A to this Agreement or outside the Territory. Each Schedule A hereto shall contain additional terms and conditions applicable to the Network Services authorized therein.

2.2 Consulting Services; Development of Interfaces. Pursuant to this Agreement and subject to the execution by the parties of an applicable Statement of Work, H2O shall provide user training services or Interface development or customization services pursuant to subsequent Statements of Work executed by both parties. All Consulting Services shall be provided on a time and materials basis at the hourly rates set forth in an applicable Statement of Work (or, if applicable, as set forth in Section 3.4).

Each Statement of Work shall include all material terms applicable thereto, including, without limitation, H2O's hourly rates for such services, a description of the Consulting Services to be performed, any Materials to be provided, and any additional specifications and use restrictions applicable thereto. All Statements of Work related to Consulting Services provided under this Agreement shall be numbered consecutively, commencing with Statement of Work B-1. In the event of a conflict between the terms of any Statement of Work and the provisions hereof, the terms of the Statement of Work shall control solely for purposes of that Statement of Work (unless the Statement of Work expressly provides for the amendment of this Agreement).

2.3 License to Materials. H2O grants to Subscriber a non-transferable, non-exclusive license to use the Materials during the term of this Agreement solely for Subscriber's internal use in connection with its access to the H2O Analytics Network and utilization of the Network Services pursuant to the terms of this Agreement. Subscriber shall not use, reproduce, prepare derivative works based upon, distribute copies of, perform, display, make, use, or sell the Materials or related Technical Documentation related thereto except as expressly authorized in this Agreement.

2.4 License to Use Licensed Programs. Subscriber's use of some Network Services may require Subscriber to utilize certain H2O Licensed Programs. In such event, the applicable Schedule A to this Agreement for such Network Services will contain additional terms and conditions identifying such Licensed Programs and related issues. Subject to all terms and conditions of this Agreement, commencing on the date Subscriber is provided access to each specific Licensed Program H2O grants to

Subscriber, for the term of such Schedule A, a non-exclusive, non-transferable license to use each Licensed Program within the Territory for Subscriber's own internal business operations in using the Network Services identified in such Schedule A. Subscriber shall not modify, reproduce, prepare derivative works based upon, distribute copies of, perform, display, make, use, or sell the Materials or related Technical Documentation related thereto except as expressly authorized in this Agreement.

2.5 Remote Support Services. H2O shall make telephone and network-based support services ("Remote Support Services") available for Subscriber's inquiries regarding problems in its use of the H2O Analytics Network. Remote Support Services shall be available through H2O's help desk approximately eight (8) hours a day (which, as of the Effective Date, are between the hours of 9:00 a.m. and 5:00 p.m., central time, Monday through Friday (excluding holidays recognized by H2O)); these hours are subject to change upon prior written notice to Subscriber. H2O will issue Subscriber identification codes or passwords for accessing the Remote Support Services. Subscriber is responsible for all hourly charges incurred by parties using the identification codes or passwords issued to Subscriber. Remote Support Services are provided for the purpose of trouble shooting only, are not intended as a substitute for user training related to use of the H2O Analytics Network, and do not include any on-site services. H2O shall have no other obligation to provide support services for the Network Services other than as set forth in this Section 2.5. Support services not included within the Remote Support Services described in this Section 2.5 shall only be provided as Consulting Services pursuant to Section 2.2.

2.6 Ownership. All right, title and interest in and to the H2O Analytics Network, Network Data and any Licensed Programs and Materials, and in all patents, trademarks, copyrights, trade secrets, and all other intellectual property and proprietary rights therein, are owned by and shall remain the exclusive property of H2O (or by a third party who has authorized H2O to utilize such property). Subscriber acknowledges and agrees that it does not own, and shall not acquire, any right, title or interest in these items and rights (other than the limited license for use with the Network Services set forth in this Agreement), and that, if necessary, it agrees (and agrees to cause its employees) to perform any acts that may be reasonably necessary to transfer ownership of any right, title, and interest in the H2O Analytics Network, Network Data, and all Licensed Programs and Materials to H2O, including, but not limited to, the execution of further written assignments.

H2O agrees that it shall have no right, title or interest in or to the Subscriber Data, NPI or in any logos, service marks, trademarks, copyrights, trade secrets of Subscriber, and all other intellectual property and proprietary rights therein, pursuant to this Agreement and shall only be entitled to utilize such property as expressly provided herein.

2.7 Use of Subscriber Name and Trademark. Subscriber agrees that, during the term of this Agreement, H2O may reference on its H2O Analytics web site or in related publications that Subscriber is a user and/or subscriber of the H2O Analytics Network and is authorized to publish Subscriber's trademark on such web site or in such related publications.

2.8 Commercial Computer Software. The Licensed Software was developed entirely at private expense and is "commercial computer software" as that term is described within the applicable U.S. Government acquisition regulations. Accordingly, pursuant to FAR 12.212 and DFARS 227.7202, the use, modification, reproduction or disclosure of the Licensed Software by or for the U.S. Government, including any U.S. Government subcontractor, is subject solely to the terms and conditions expressed in this Agreement, except for provisions that are contrary to applicable mandatory federal laws. The parties recognize that state and local governments are not bound by the FAR.

3. Subscriber Obligations.

3.1 Representations and Warranties. Subscriber acknowledges, agrees and warrants that, during the term of this Agreement:

3.1.1 it shall acquire, provide and maintain, as applicable and at its sole expense, licenses for all other software, hardware, equipment, connections, facilities, services and other supplies necessary for the development of an Interface, its access to the H2O Analytics Network, and its use of the Network Services;

3.1.2 it shall be responsible for confirming the accuracy of all data and information supplied or received by it utilizing the H2O Analytics Network or Network Services;

3.1.3 it shall not (i) provide access to the H2O Analytics Network, the Network Services, Licensed Programs or Materials to any third party other than Subscriber's customers; (ii) use the H2O Analytics Network, the Network Services, Licensed Programs or Materials for third-party training, commercial time-sharing, out-sourcing, rental, or service bureau use; and (iii) assign, sublicense, lease, transfer, or rent the H2O Analytics Network, the Network Services, Licensed Programs or Materials; and (iv) reverse engineer, disassemble or decompile any software related to the H2O Analytics Network, the Network Services, Licensed Programs or Materials, or cause or permit such acts.

3.1.4 its access to and utilization of the H2O Analytics Network and Network Services shall at all times comply with the Technical Documentation;

3.1.5 it will not knowingly transmit data utilizing the Network Services or the H2O Analytics Network that contains computer code or instructions that will disrupt, damage or interfere with the H2O Analytics Network or related telecommunications equipment or that otherwise infringes or unlawfully misappropriates the intellectual property of any party.

3.2 Payment for Network Services. In addition to all other payment obligations set forth elsewhere in this Agreement, Subscriber shall pay to H2O for the Network Services the amounts set forth in an applicable Schedule A. H2O shall invoice Subscriber for all amounts payable under Section 2 of each applicable Schedule A. All "Fixed Payment" amounts owing under Section 2 of a Schedule A shall be due and payable by Subscriber to H2O, and shall be invoiced, as set forth in the applicable Schedule A. All "Variable Payment" amounts owing under Section 2 of a Schedule A shall be due and payable by Subscriber to H2O, and shall be invoiced on, the last day of the month in which incurred. All payment obligations pursuant to each Schedule A are in addition to any payment obligations under any other Schedule A's to this Agreement.

3.3 Payment for Licensed Programs. All one time fees for an applicable Licensed Program identified in an applicable Schedule A are due and payable by Subscriber to H2O, and Subscriber agrees to pay such amounts, on the date set forth in such Schedule A. H2O shall invoice amounts on the date set forth in the applicable Schedule A.

3.4 Consulting Services Fees. Any Consulting Services provided by H2O to Subscriber pursuant to this Agreement will be mutually agreed upon in advance in a Statement of Work signed by each of the parties. In the event a Statement of Work fails to state an hourly rate for such services, the hourly rate shall be H2O's standard rate for such services at such time. (For informational purposes only, as of the Effective Date, H2O's standard hourly rates for Consulting Services are \$125 per resource and are subject to change at any time). Fees for Consulting Services shall be invoiced by H2O to Subscriber once a month on the last day of the month in which such fees and expenses are incurred and are due and payable by Subscriber to H2O on the date of the invoice for such amounts.

3.5 Other Expenses. Subscriber shall pay H2O for all reasonable travel, living and out-of-pocket expenses incurred by H2O in providing Consulting Services to Subscriber (such expenses shall

be presumed to be reasonable if they are consistent with H2O's then current travel and expense policy, a copy of which is available to Subscriber at any time upon request). Such travel, living and out-of-pocket expenses shall be invoiced on the last day of the month in which incurred and are due and payable by Subscriber to H2O on the date of the invoice for such amounts.

3.6 Late Fees. In the event Subscriber fails to pay any correct amounts pursuant to the terms of this Agreement within thirty (30) days of the date of its receipt of the applicable invoice for such amounts, H2O shall be entitled to charge, and Subscriber shall pay, a late fee equal to one and one half percent (1.5%) (or, if less, the highest rate of interest allowed by law) of the outstanding balance, or portion thereof, for each thirty (30) day period such amount or portion thereof remains outstanding after the applicable invoice date.

3.7 Taxes. The charges and fees set forth in this Agreement do not include taxes. If H2O is required to pay sales, use, property, value-added, or other federal, national, provincial, state or local taxes based on the licenses or services provided under the terms of this Agreement or on Subscriber's use of such services or licenses, then such taxes shall be billed to and promptly paid by Subscriber. This Section shall not apply to taxes based on H2O's income and property owned by H2O, which shall remain the responsibility of H2O.

3.8 Price Changes for Schedule A Charges. H2O reserves the right to increase all fees/charges described in any Schedule A to this Agreement at any time, provided that (i) such fees/charges are not increased more than once per year, and (ii) H2O notifies Subscriber of such increases for fees/charges no later than sixty (60) days prior to the effective date of such increases. Each Schedule A may contain additional terms related to increases in the charges set forth in such Schedule A.

3.9 Charges Not Included. Costs and expenses for any software, consulting services, materials and third party software, hardware or services not included in the fees/charges set forth in an applicable Schedule A of this Agreement shall be the responsibility of Subscriber.

3.10 Invoices. Invoices from H2O to Subscriber pursuant to this Agreement shall be sent to Subscriber at the following address:

Subscriber: City of Mitchell
Address: 612 N Main Street
Mitchell, SD 57301
Attn: Joe Schroeder
Tel.: (605) 995-8433
Email: joe.schroeder@cityofmitchellsd.gov

3.11 Communications Connectivity. Subscriber shall provide its own Internet connectivity for transmission of Network Data to H2O and for accessing the Network Services. Subscriber will make VPN connectivity available to H2O for purposes of providing the Remote Support Services specified in Section 2.5 of this Agreement and the Consulting Services described in Section 2.2 of this Agreement and associated Statements of Work.

4. Term and Termination.

4.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years thereafter. This Agreement shall automatically renew thereafter for successive one (1) year periods, unless a written notice of non-renewal is provided by either party to the other not less than sixty (60) days prior to the expiration of the initial term or any subsequent renewal term.

4.2 Termination for Cause. In the event either party defaults under any other material obligation in this Agreement or an applicable Schedule A, the non-defaulting party shall give written notice of

such default. If the defaulting party fails to cure such default within thirty (30) days its receipt of such default notice (or such other time agreed to in writing by the parties), the non-defaulting party may immediately terminate this Agreement or the applicable Schedule A by written notice to the defaulting party. The parties understand and agree that an applicable Schedule A may be terminated without terminating the Agreement or another Schedule A. The termination of this Agreement shall immediately terminate all Schedules hereunder.

4.3 Effect of Expiration or Termination. The expiration or termination of this Agreement shall not relieve Subscriber's obligations under this Agreement with respect to the payment of all fees and expenses incurred as of the effective date of such termination or that Subscriber is otherwise obligated to pay as of such date that are not the basis for Subscriber's termination for cause of this Agreement (if terminated for cause by Subscriber). In addition, upon expiration or termination of this Agreement, Subscriber shall immediately (i) discontinue use of the Network Services, the H₂O Analytics Network and all Materials; (ii) deliver to H₂O all physical copies of all Materials, including, without limitation, any Interfaces, and other proprietary and intellectual property of H₂O that is in the Subscriber's possession; and (iii) within thirty (30) days after expiration or termination of this Agreement, an officer of Subscriber shall certify in writing to H₂O that Subscriber has complied with the provisions of this Section 4.4. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

4.4 Suspension of Network Services. H₂O may immediately suspend Subscriber's use of the H₂O Analytics Network if Subscriber uses such network in a manner that violates this Agreement that does, or is likely to, result in material harm to H₂O or otherwise becomes more than sixty (60) days past due in any amounts owing under this Agreement. Such suspension shall continue until Subscriber confirms in writing that it has taken the necessary steps to terminate and prevent such unauthorized use or has paid the past due amounts. In the event of any such immediate suspension, H₂O shall provide Subscriber oral or written notification of such suspension, which shall include a detailed description of the violation, within two (2) hours of such suspension so that Subscriber (i) knows about such suspension and violation, and (ii) the basis for the suspension.

4.5 Other Termination of Schedule A. Each Schedule A hereto may include additional terms and conditions related to the termination of that specific Schedule A.

5. Warranties.

5.1 Performance of Consulting Services. H₂O shall perform the Consulting Services described in this Agreement in a workmanlike manner consistent with applicable industry standards, provided that Subscriber notifies H₂O of any breach of this sentence within thirty (30) days after completion of the Consulting Services applicable to any alleged breach.

5.2 Warranty for Interfaces. H₂O warrants that, for a period of sixty (60) days from the date of delivery to Subscriber, an Interface will perform according to the specifications set forth in the Technical Documentation or, if applicable, the Statement of Work.

5.3 Warranty for Licensed Programs. H₂O warrants that, for a period of ninety (90) days from the date an applicable Schedule A is executed by the parties, the applicable Licensed Program (not including Materials), when used in accordance with the applicable Technical Documentation and consistent with the terms of this Agreement, will perform in substantial compliance with all material specifications for such Licensed Program as set forth in such Technical Documentation. In the event a Licensed Program fails to perform as warranted herein during such period, H₂O shall make commercially reasonable efforts to correct any reproducible error condition reported to H₂O during the applicable period. In the

event H₂O is unable to correct such reported reproducible error within a reasonable period of time, Subscriber, as Subscriber's sole and exclusive remedy and H₂O's entire liability, shall be entitled to: (i) terminate the applicable Schedule A and (ii) a credit of the one-time license fees actually paid pursuant to this Agreement for such Licensed Program. In the event H₂O provides such credit for the benefit of Subscriber, Subscriber shall return all copies of the Licensed Program to H₂O. The limited warranty provided hereunder shall not apply to a Licensed Program to the extent it has been modified by other than H₂O or not used in accordance with the Technical Documentation or this Agreement.

5.4 Disclaimer of Warranties. The warranties specified in this Section 5 are the complete warranties between H₂O and Subscriber. **EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 5, H₂O MAKES NO WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICES, THE H₂O ANALYTICS NETWORK, THE NETWORK DATA, LICENSED PROGRAMS OR MATERIALS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY USE OF THE SERVICES, H₂O ANALYTICS NETWORK, NETWORK DATA OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR MEET SUBSCRIBER'S REQUIREMENTS.**

6. Limitation of Liability.

6.1 UNDER NO CIRCUMSTANCES SHALL H₂O (OR ITS SUPPLIERS AND CONTRACTORS) HAVE ANY LIABILITY TO SUBSCRIBER FOR ANY CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS RESULTING FROM ANY CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY) RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE, OR PERFORMANCE OR NONPERFORMANCE OF, THE NETWORK SERVICES, H₂O ANALYTICS NETWORK, NETWORK DATA, LICENSED PROGRAMS OR MATERIALS, OR ANY COMPONENT THEREOF, EVEN IF H₂O HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. H₂O SHALL NOT BE LIABLE FOR ANY THIRD PARTY CLAIMS AGAINST SUBSCRIBER OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.2 Without limiting Section 6.1 above, H₂O's liability (including its suppliers and contractors) for any breach(es) of this Agreement shall be limited to actual, direct damages incurred by Subscriber as a result of such breach, and its aggregate liability for such actual damages for any and all such breaches shall not exceed, under any circumstances, the aggregate amount of the charges and fees paid by Subscriber to H₂O pursuant to this Agreement during the six (6) month period immediately preceding the most recent default by H₂O of its obligations under this Agreement.

6.3 Subscriber agrees that H₂O shall have no liability whatsoever, actual or otherwise, to Subscriber based on any of the following: (i) any delay, interruption in use of, failure in or breakdown of the Network Services, Licensed Programs or H₂O Analytics Network or errors or defects in transmission occurring in the course of the use of the H₂O Analytics Network; (ii) any unlawful or unauthorized use of the Network Services, Licensed Programs, H₂O Analytics Network, Network Data, or Materials; (iii) any loss of or damage to Subscriber's records or information; (iv) any claims based on third party communication provider services; or (v) any claim resulting from the termination of the Services.

6.4 H₂O shall defend Subscriber, at H₂O's expense, against a third party claim that the Licensed Programs or Materials as provided and used within the scope of this Agreement infringe or unlawfully misappropriate such party's United States patents, copyrights, trademarks, or trade secrets, and pay any amounts awarded by a court of appropriate jurisdiction to such third party to

the extent based on such claims or otherwise included in a settlement of such claims approved by H2O, provided that: (a) Subscriber notifies H2O in writing promptly (but in no event more than thirty (30) days after) upon becoming aware of such a claim and (b) Subscriber allows H2O to control, and cooperates with H2O in, the settlement and defense of such claims. H2O shall have no authority pursuant to this Section 6.4 to agree to payment on behalf of Subscriber that will not be paid by H2O or to agree to other equitable relief not related to the Licensed Programs, Materials or Network Services.

H2O shall have no liability for any claim based, in whole or in part, on: (a) use of the Licensed Programs or Materials outside the scope of this Agreement; (b) use of a superseded or altered release of the Licensed Programs or Materials, if the infringement would have been avoided by the use of the current release of the Licensed Programs or Materials made available by H2O to Subscriber under this Agreement; (c) the combination, operation, or use of any Licensed Programs or Materials licensed hereunder with any software, hardware or other materials not represented in the applicable Technical Documentation as interoperable with the applicable Licensed Program or Materials; or (d) any modification of the Licensed Programs or Materials not made by H2O.

In the event the Licensed Programs or Materials are held to infringe or unlawfully misappropriate, or are believed by H2O to infringe or unlawfully misappropriate, a third party's United States patent, copyright, trademark, or trade secret, H2O shall have the option, at its expense, to (i) modify the Licensed Programs or Materials to be non-infringing; (ii) obtain for Subscriber a license to continue using the Licensed Programs or Materials, (iii) replace the Licensed Programs or Materials with alternative non-infringing software; or (iv) terminate the license for the infringing Licensed Programs or Materials and, to the extent applicable, refund the one time license fees paid for the applicable Licensed Programs or the fees paid for the Consulting Services paid by Subscriber to H2O to develop the Materials, if any.

This Section states H2O's entire liability, and Subscriber's exclusive remedy, for any claims for infringement or unlawful misappropriation, whether such action, claim or proceeding is based on breach of warranty or any other cause of action.

7. Confidentiality.

7.1 Confidential Information. By virtue of this Agreement, the parties may have access to information that is confidential to one another. "Confidential Information" shall mean: (i) the terms and pricing under this Agreement; (ii) the data being transmitted on behalf of Subscriber; (iii) information related to the H2O Analytics Network and any Licensed Programs or Materials (which shall be considered H2O's Confidential Information); (iv) NPI transmitted by or to Subscriber; and (v) all information clearly identified by either party as confidential at the time of disclosure (collectively, the "Confidential Information"). A party's Confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) is lawfully disclosed to receiving party by a third party without an obligation of nondisclosure to the disclosing party; (c) is independently developed by the other party without reference to the Confidential Information; or (d) was already in the receiving party's possession prior to the Effective Date of this Agreement. Additionally, a party may disclose Confidential Information solely to the extent required by subpoena, court order or government requirement to be disclosed, provided that the receiving party shall give the disclosing party prompt written notice of such subpoena, court order or government requirement so as to allow such disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure. Confidential Information disclosed pursuant to subpoena, court order or government requirement shall otherwise remain subject to the terms applicable to Confidential Information.

7.2 Obligations of Non-Disclosure. During the term of this Agreement, the parties are authorized to use the Confidential Information of the other party solely for the purposes of this Agreement and to disclose such Confidential Information within such party on a need to know basis only. A party shall not disclose the Confidential Information of the other party to third parties other than as expressly authorized in this Agreement or as previously authorized in writing by the party owning such Confidential Information. The parties agree to use the same care and discretion to avoid the unauthorized disclosure, publication or dissemination of the other party's Confidential Information received pursuant to this Agreement as it uses to protect its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable standard of care).

7.3 Transmittal of Confidential Information. Subscriber understands that H2O cannot guarantee the security of such information when transmitted or accessible when using the internet or H2O Analytics Network or other third party communication providers. Provided that H2O is otherwise in compliance with its material obligations under Section 7.6, H2O shall not be liable or responsible to Subscriber or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of such Subscriber data or other Confidential Information while such information is transmitted or accessible through the H2O Analytics Network, and shall have no responsibility or liability for any services performed by third party communication providers related to Subscriber's use of the H2O Analytics Network or any breach of confidentiality or security caused by Subscriber's failure to maintain the confidentiality and control of Subscriber's user identification numbers or passwords related to its use of the H2O Analytics Network.

7.4 Industry Tracking Information. Subscriber understands that, as part of the Network Services, H2O may aggregate and disclose information related to the subscribers to the Network Services, in general, of services for their various customers, and agrees that such disclosure shall not be considered or otherwise deemed a breach of this Agreement.

7.5 Disclosures Related to Network Services. Subscriber agrees that the purpose of certain Network Services is to view information and that Subscriber's customers may use the Network Services to share their information with others. Such usage is intended and does not constitute unauthorized disclosure of information. Subscriber shall indemnify and hold H2O harmless from and against any third party claims against H2O related to such disclosures. Additionally, H2O shall not be liable or responsible for any unauthorized disclosures by such customers of any Subscriber Confidential Information.

7.6 Information Security for NPI. For purposes of the NPI, H2O agrees as follows:

- (i) All NPI shall be considered Subscriber Confidential Information;
- (ii) Other than as expressly authorized in this Agreement or otherwise in writing by Subscriber, H2O shall not disclose NPI to any third party other than H2O's contractors or affiliates without the prior written consent of Subscriber;
- (iii) If H2O is required or permitted by law or regulation to disclose NPI under any circumstance not expressly authorized by this Agreement, H2O, where not prohibited by laws, shall notify Subscriber in writing prior to such disclosure if possible or immediately thereafter if prior disclosure is not possible;
- (iv) H2O agrees to take measures consistent with those taken with its own similar Confidential Information, but in no event less than reasonable measures, designed to:

(a) protect the security and confidentiality of NPI; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of NPI; and (c) protect against unauthorized access to or use of such Subscriber Information that could result in substantial harm to any of Subscriber's customers;

- (v) H2O agrees that, on not less than ten (10) business days prior written notice, Subscriber may audit H2O's compliance with its obligations related to such NPI by having H2O collect all such NPI then in its possession for review by Subscriber and have an officer of H2O certify in writing that H2O has not made any unauthorized use of the NPI as of the date of such written confirmation. Any such review shall take place at H2O's location, occur during normal business hours, last not more than two business days, and not unreasonably interfere with H2O's normal business operations. Subscriber shall comply with H2O's normal on site policies and regulations in connection with any such review.
- (vi) On receipt of written request by H2O from Subscriber following the expiration or termination of this Agreement, H2O shall return or certify that it has destroyed all NPI provided by Subscriber pursuant to this Agreement (provided, however, in the event that any such NPI is retained in any backup tapes (or similar media) for recovery purposes, such NPI on the back-up tapes shall remain subject to the terms hereof and be destroyed by H2O in the ordinary course of its business for such records); and
- (vii) The terms of this Section 7.6 applicable to NPI shall survive the expiration or termination of this Agreement and continue for so long as H2O has such Nonpublic Personal Information in its possession.

H2O shall promptly notify Subscriber if it determines that third parties have accessed the NPI other than as authorized herein. H2O shall respond promptly and thoroughly to Subscriber's requests for information concerning the specific security measures implemented by H2O, provided, however, that H2O shall not be obligated to disclose proprietary information related to the H2O Analytics Network or the security measures utilized in connection therewith.

Upon reasonable written notice to H2O (which in no event shall be less than ten (10) business days), Subscriber may, at its expense, inspect the information security systems implemented by H2O consistent with audits H2O allows to be conducted by its general customer base for subscribers to the H2O Analytics Network; provided, however, H2O shall not be required to disclose proprietary information related to the H2O Analytics Network or the security measures utilized in connection therewith that it does not make generally available to other subscribers for similar audits.

In the event Subscriber determines that the information security measures implemented by H2O are not adequate, Subscriber will notify H2O of such determination and outline the additional information security measures Subscriber believes should be implemented by Subscriber. In the event (i) H2O does not implement the security measures requested by Subscriber within a reasonable period of time, or (ii) if H2O does not provide the related security information for the H2O Analytics Network that Subscriber considers relevant to its security audit as described in the preceding paragraph, Subscriber, as its sole and exclusive remedy and H2O's entire liability, may terminate this Agreement on written notice to H2O, and such written notice shall be effective on the sooner to occur of: (i) the termination date set forth in such notice of termination or (ii) sixty (60) days from H2O's receipt of such notice of termination.

8. Miscellaneous.

8.1 Governing Law. This Agreement and all performance hereunder shall be governed by the laws of the State of South Dakota, without regard for its conflicts of law principles.

8.2 Notices. All notices required hereunder shall be in writing and sent by first class mail and either (i) registered or certified mail, return receipt requested, or (ii) reliable overnight courier. Notices to H2O shall be addressed to: H2O Analytics Corporation, 6038 Sentry Point, Fischer, TX 78623, Attn: Jim Brown. Notices to Subscriber shall be addressed to: City of Mitchell, 612 N Main Street, Mitchell, SD 57301, Attn: Joe Schroeder.

8.3 Severability. In the event any provision of this Agreement, or portions thereof, is held to be invalid, illegal, or unenforceable, they are to that extent deemed to be omitted and the remaining provisions of this Agreement will be effective.

8.4 Waiver. The waiver by either party of any default, breach, or right of this Agreement shall not constitute a waiver of any other or subsequent default, breach, or right.

8.5 Survival. The expiration or termination of this Agreement shall not relieve either party of any obligations of payment that accrued pursuant to the terms of this Agreement, or that such obligated party agreed to pay, prior to the effective date of such expiration or termination, and the parties' obligations under Sections 6 (Limitation of Liability), 7 (Confidentiality), and 8 (Miscellaneous) shall survive the expiration or termination of this Agreement.

8.6 Force Majeure. Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or any cause beyond its reasonable control.

8.7 Assignment. Subscriber party may not assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of H2O. Any purported assignment of rights in violation of this Section 8.7 is void.

Notwithstanding the foregoing, H2O agrees that Subscriber may assign this Agreement (in its entirety) to a third party in connection with such third party's purchase of all or substantially all of the assets of Subscriber, provided that any such assignment authorized in this Section 8.7 shall be subject to the following conditions: (a) the assignee is a water utility and is not a competitor, directly or indirectly, of H2O; and (b) the assignee expressly assumes all rights and obligations of Subscriber under this Agreement in a written agreement with H2O.

The assignment of this Agreement pursuant to this Section shall not relieve Subscriber of any obligations outstanding as of the effective date of such assignment. All rights and licenses of Subscriber hereunder shall terminate as of the effective date of any assignment of this Agreement; provided, however, Subscriber's obligations of confidentiality pursuant to Section 7 above shall continue in accordance with Section 7 indefinitely.

This Section shall not prohibit H2O's right to assign this Agreement; provided, however, that any assignee of this Agreement by H2O shall expressly assume H2O's obligations under this Agreement. In the event that H2O assigns this Agreement, Subscriber may opt to terminate.

8.8 Export Administration. Subscriber is not authorized to transfer, or cause to be transferred, or utilize any Licensed Programs, Materials, Network Services or the H2O Analytics Network outside the Territory. In the event Subscriber is subsequently authorized in writing by H2O to transfer or utilize any Licensed Programs or Materials outside such Territory, Subscriber agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Programs or Materials, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law.

8.9 Dispute Resolution. In the event of a dispute, the parties shall work together in good faith to resolve the matter through informal means, including timely escalation of the dispute to senior management having full settlement authority. If the dispute remains unresolved, the parties will use a mutually agreed non-binding alternative dispute resolution technique. Either party may seek a judicial resolution only after completion of the foregoing procedures; provided, however, that either party may seek injunctive or other equitable relief to which they may be entitled at any time.

8.10 Entire Agreement. All Schedules and supplements attached to this Agreement are incorporated herein by reference and are expressly made a part of this Agreement (except supplements that require execution by the parties, which shall not be binding until executed by both parties). This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.

Each party has caused this Agreement to be executed by its duly authorized representative.

H2O ANALYTICS CORPORATION

CITY OF MITCHELL

By: James E. Brown
Name: JAMES E. BROWN
Title: PRESIDENT
Date: 5-7-2025

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A-1
HOSTED SOFTWARE AND SERVICES AGREEMENT
BETWEEN H2O ANALYTICS CORP AND CITY OF MITCHELL

This **Schedule A-1 to the Hosted Software and Services Agreement** ("Schedule A") is effective as of the latest date on the signature section below ("Effective Date of this Schedule A") by and between **H2O Analytics Corporation** ("H2O"), a Texas corporation, having a place of business at 6038 Sentry Point, Fischer, TX 78623, and **City of Mitchell** ("Subscriber"), a City of Mitchell political subdivision of the state of South Dakota, having a principal place of business at 612 N Main Street, Mitchell, SD 57301.

This Schedule A incorporates by reference that certain Hosted Software and Services Agreement of even date herewith (the "Agreement") by and between the parties, and Subscriber's access to the H2O Analytics Network and use of the Network Services shall be governed by the terms and conditions of the Agreement. The Agreement shall remain in full force and effect, except that it shall be supplemented as set forth in this Schedule A. Any capitalized terms that are not defined in this Schedule A shall have the meanings set forth in the Agreement. Should a conflict arise between this Schedule A and the Agreement, the provisions of this Schedule A shall control.

1. Authorized Network Services. Commencing on the Effective Date of this Schedule A and as the standard Interfaces for each such Network Service identified below are made available by H2O to Subscriber and continuing so long as such Network Services are offered through the H2O Analytics Network, H2O hereby authorizes Subscriber to utilize the H2O Analytics Network and Network Services within the Territory pursuant to the terms of the Agreement and this Schedule A:

- (a) H2O Analytic Engine;
- (b) Customer Messaging Service;
- (c) Billing System Interface module;
- (d) Hourly Meter Data Processing module;
- (e) Customer Portal;

2. Payments for Network Services Authorized Pursuant to Section 1.

2.1 Payments for Network Services in Sections 1(a) through (e). In addition to all other payment obligations elsewhere in the Agreement, Subscriber agrees to pay the following Fixed, Variable and Annual Support Payments for its use of the H2O Analytics Network and Network Services set forth in Sections 1(a) through (e) of this Schedule A:

(i) **Fixed Payment.** Fees due under this section will be paid on Subscriber's behalf by Core & Main. Subscriber is authorized to use the Network Services in conjunction with a utility customer-base not to exceed 6,500 connections.

(ii) **Telecom Payments.** Telephone call credits are charged per 60 second call segment and SMS credits are charged per 140 byte message segment. Call and SMS credits are charged based on monthly usage according to the following variable scale:

Calls and SMS Credits per Month	Charge per Credit
1 to 2,000	\$ 0.12
2,001 to 4,000	\$ 0.10
4,001 and up	\$ 0.08

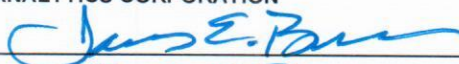
(ii) **Annual Support Payments.** Fees due under this section will be paid on Subscriber's behalf by Core & Main.

Subscriber understands and agrees that H2O may increase any fees/charges described in this Section 2.1 of Schedule A to this Agreement at any time, provided that (i) such fees/charges are not increased more than once per year, (ii) H2O advises Subscriber of such increases for fees/charges no later than sixty (60) days prior to the effective date of such increases, and (iii) such fee increases will not exceed 3% per year. Annual Support Payments will be made on Subscriber's behalf by Core & Main.

Each party has caused this Schedule A to be executed by its duly authorized representative.

H2O ANALYTICS CORPORATION

CITY OF MITCHELL

By: 
Name: JAMES E. BROWN
Title: PRESIDENT
Date: 5-7-2025

By: _____
Name: _____
Title: _____
Date: _____

STATEMENT OF WORK B-1
HOSTED SOFTWARE AND SERVICES AGREEMENT
BETWEEN H2O ANALYTICS CORP AND CITY OF MITCHELL

This **Schedule B-1 to the Hosted Software and Services Agreement** ("Schedule B") is effective as of the latest date on the signature section below ("Effective Date of this Schedule B") by and between **H2O Analytics Corporation** ("H2O"), a Texas corporation, having a place of business at 6038 Sentry Point, Fischer, TX 78623, and **City of Mitchell** ("Subscriber"), a City of Mitchell political subdivision of the state of South Dakota, having a principal place of business at 612 N Main Street, Mitchell, SD 57301.

This Schedule B incorporates by reference that certain Hosted Software and Services Agreement of even date herewith (the "Agreement") by and between the parties, and Subscriber's access to the H2O Analytics Network and use of the Network Services shall be governed by the terms and conditions of the Agreement. The Agreement shall remain in full force and effect, except that it shall be supplemented as set forth in this Schedule B. Any capitalized terms that are not defined in this Schedule B shall have the meanings set forth in the Agreement. Should a conflict arise between this Schedule B and the Agreement, the provisions of this Schedule B shall control.

Subscriber may terminate this Statement of Work at any time upon thirty (30) days prior written notice to H2O and its only obligation shall be to pay for Consulting Services rendered through the effective date of the termination.

1. PROJECT ACTIVITIES AND DELIVERABLES

The table below details tasks and deliverables for the H2O resources. These tasks and deliverables may change to accommodate the Subscriber's needs with the project. Any changes to these deliverables will follow the procedures outlined in Section 2.1 below.

Task Name	Description / Deliverable
Data Conversion Pipeline	Establish data mapping routines between Subscriber systems and Network Services for core tables including customers, locations, meter readings, and meters. Separate routines may be required for legacy / historical data.
Subscriber System Interfaces	Configure nightly automated extract / encrypt / transmit / decrypt / map processing pipeline for data conversion pipeline steps described in task above. Requires access to billing database or billing extract files. Configure automated interface between Subscriber's Sensus AMI system and the Network Services, for the transmission of hourly meter readings and Infocodes. Requires access to the utility Sensus AMI system.
Hosted Service configuration	Setup templates for email, VoIP and SMS messages.
Marketing Information	Assist Subscriber in the development of marketing information for Subscriber's website, to educate end Customers on the benefits and functionality of the Customer Portal.
Testing and Training	Thoroughly test all system functions and obtain Subscriber signoffs. Train Subscriber staff members on all system functions.

2. PROJECT MANAGEMENT

2.1 Agreed-Upon Baseline

This Statement of Work identifies the work activities that will be tracked, defines the boundaries for scope control, and clarifies many of the areas where issues may arise that need to be managed.

2.2 Change Control Procedure

The Change Control Procedure is a crucial mechanism that can affect the success or failure of this project. This process is the primary vehicle for containing scope and ensuring that management has the opportunity to make timely trade-offs between the three key project variables of cost, time and scope. It is imperative that potential changes are identified early, documented carefully, and resolved at the appropriate levels of responsibility. The following is the Change Order Procedure that will be followed by the parties:

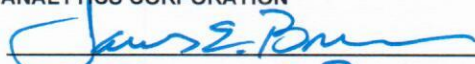
i. Subscriber Shall Submit Change Orders In Writing. Should Customer desire to make a Change in the Consulting services described in the Statement of Work after the commencement of the Project, Subscriber shall submit a written request for such change ("Change Order Request") to the H2O project manager. For purposes of this Agreement, a "Change" is broadly defined as: work activities or work products not originally described in the Statement of Work. Such request must be signed by an authorized representative of Subscriber.

ii. H2O must Respond with Estimated Impact (time and expense) within 5 Business Days, or within such time as the parties agree is reasonable depending upon the scope and urgency of the request, of receipt of the Change Order Request, the H2O project manager shall provide the Subscriber's project manager with a written estimate of the impact of the Change described in the Change Order Request in relation to the estimated costs and expenses which will be incurred, as well as the impact on the timing and delivery of the deliverables described in the Project Plan ("Change Order Offer").

iii. Subscriber must Decide Whether to Proceed within 5 Business Days of receipt of the Change Order Offer. Subscriber shall have twenty (20) business days to indicate its acceptance of the Change Order Offer by having an authorized representative sign such Change Order Offer and deliver it to the H2O project manager. If the Change Order Offer is not delivered to H2O within five days after the estimate is delivered to Subscriber, it shall be deemed to have been rejected.

Each party has caused this Schedule B to be executed by its duly authorized representative.

H2O ANALYTICS CORPORATION

By: 
Name: JAMES E. BROWN
Title: PRESIDENT
Date: 5-7-2025

CITY OF MITCHELL

By: _____
Name: _____
Title: _____
Date: _____

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	May 19, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2025-36, Developer Agreement for Tax Increment District 41		
Explanation/Background of Agenda Item Requested:	This agreement relates to the previously approved Tax Increment District #41 for the Woods Apartments project. This developer agreement lays out additional terms upon which the increment would be passed through to the developer. Much of the language is the same as previously approved developer agreements.		

A2025-36

**CONTRACT FOR
PRIVATE DEVELOPMENT
TAX INCREMENT DISTRICT
NUMBER FORTY-ONE
CITY OF MITCHELL,
DAVISON COUNTY, SOUTH DAKOTA**

Between

Paul Groeneweg LLC,
a South Dakota limited liability company

and the

City of Mitchell, South Dakota

Dated as of May ____, 2025

THIS AGREEMENT is made effective as of the _____ day of May, 2025, between PAUL GROENEWEG LLC, a South Dakota limited liability company (“Developer”), and the CITY OF MITCHELL, a municipal corporation and political subdivision of the State of South Dakota (hereinafter referred to as the “City”).

SECTION 1. The City created Tax Increment District Number Forty-one (TID #41) by resolution dated May 5, 2025. The purpose of TID #41 is to provide funds to assist in the development of a new affordable housing apartment complex (the “Apartment Complex”), and the possible completion of a part of South Mattie Street right of way located between East 1st Avenue on the north and East Havens Avenue on the south, including the intersection at such locations (the “Mattie Street Project”). The Apartment Complex is located in the City of Mitchell, South Dakota, with 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, pursuant to Tax Increment District Number 41, City of Mitchell Tax Increment Project Plan (the “Project Plan”).

SECTION 2. The City approved the Project Plan for TID #41 on May 5, 2025.

SECTION 3. The estimated Project costs to be paid by TID #41, as originally set forth in the Plan, are as follows:

Eligible Costs:

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	

Except as modified by Section 6 below, City agrees to pay to Developer Available Tax Increment Funds revenues it receives from the District, the total of which shall not exceed \$4,301,866 during the life of the TIF, as follows: up to the sum of \$2,281,866 for TIF eligible

costs associated with the Apartment Complex. Once the Developer increment is paid as provided in the project plan, up to an additional \$2,020,000 may be paid to City in regards to the Mattie Street Project as provided for in the project plan.

SECTION 4. The right to receive the Available Tax Increment Funds referred to in Section 3 is a Grant Under Chapter 11-9 of the South Dakota Codified Laws (the “Act”). Subject to the constitutional debt provisions contained in the project plan, the Grant is a personal property right vested with the Developer on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement. Notwithstanding any other term of this Agreement, City shall have no obligation to pay, and Developer shall not have the right to receive accumulated tax increment to Developer unless the conditions specifically described in Section 11 of this Agreement have been met or are waived in writing, either in full or upon further conditions, by the City.

SECTION 5. The base value of the property located in TID #41 has or will be certified by the South Dakota Department of Revenue at approximately \$364,837.

SECTION 6. Financing for TID #41 shall be secured by the Developer procuring financing to fund the TID improvements through financing from a commercial lender, at Developer’s sole risk and expense. Developer represents that it understands and agrees that the City will not issue any certified tax revenue bonds pursuant to SDCL Chapter 6-8B to cover any cost directly or indirectly relating to Developer’s improvement of the TID under this Agreement. The Grant shall constitute “proceeds” under SDCL Chapter 11-9 as being acquired upon the exchange of this monetary obligation. Developer and City acknowledge that this is a “zero interest” TID, meaning that City’s only obligation is to pay on the tax increment received from TID #41 to Developer pursuant to the terms of the Project Plan.

It is understood by the parties that the Developer may spend all or any portion of the approved TID funds designated towards the Apartment Complex as set forth in Section 3 above in its sole discretion as the Developer shall determine, in its sole discretion, the amounts if any which shall be spent from TID funds for public improvements in the tax increment district. Developer TID proceeds, as defined herein, shall be utilized only to pay eligible TID project costs or reimbursement for eligible project costs advanced by Developer, notwithstanding any other provision in this Agreement.

SECTION 7. City and Developer acknowledge that the property upon which the development will occur (other than public rights of way) is or will be owned by Developer, and the property shall not be transferred to any entity which would make the totality of the real property tax exempt until such time as the Grant funds are fully paid. Developer may use any or part of the TID property as collateral for the construction loan or loans as required for the financing of the Project.

Developer understands that only improvements incurred for TIF-eligible expenses, as described and undertaken in the approved Project Plan, which are completed by the Developer

within five (5) years of the date of the creation of this TID #41 shall be eligible to be reimbursed via the passthrough of the proceeds of the positive tax increment from TID #41.

SECTION 8. All positive tax increments received in Tax Increment District Number Forty-one shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Increment District Number Forty-one Fund," hereinafter referred to as the "Fund," pursuant to SDCL 11-9-31 and paid out pursuant to SDCL 11-9-32, and as set forth in Section 7 above.

SECTION 9. It is specifically a condition of this Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from Tax Increment District Number 41 receipted into the Fund specified in Section 8. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. It is also specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire the indebtedness incurred by Developer under Section 8 hereof. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocability of the positive tax increment payments and the fund created by TID #41. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.

SECTION 10. Developer represents that it understands that any contributions made by Developer in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor be construed to be, a general obligation of the City. The funds are payable only out of the account created under SDCL §11-9-31 of the Act. THIS AGREEMENT OR THE PROJECT PLAN SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL TAXING POWER. Developer shall bear all risks including, but not limited to: income estimates of tax increment, changes in tax rates or tax collections, or a change in state law; however, the State of South Dakota pursuant to §11-9-39.1 of the Act has pledged not to alter any of the rights vested in this Agreement until they are fully met and discharged.

SECTION 11. Developer agrees to immediately satisfy any and all mechanic's liens or materialman's liens that arise as a result of this project. This provision shall not prevent Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment.

SECTION 12. Developer agrees to certify project costs in relation to the project to the City for reimbursement. Developer shall also complete any other reporting requirements established in the Project Plans.

SECTION 13. This document, along with the Project Plan for Tax Increment District Number 41, constitutes the entire Agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted.

SECTION 14. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any disputes arising out of or related to this Agreement

shall be litigated in the First Judicial Circuit Court for the State of South Dakota, located in Mitchell, Davison County, South Dakota.

SECTION 15. This Agreement may be executed in separate counterparts, all of which executed counterparts shall constitute one complete document.

SECTION 16. The parties hereto agree that execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

Dated this ____ day of May, 2025.

Paul Groeneweg LLC

By _____
Paul Groeneweg, Member

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the ____ day of May, 2025, before me, the undersigned officer, personally appeared Paul Groeneweg, who acknowledged themselves to be the sole Member of Paul Groeneweg LLC, a South Dakota limited liability company, and that he as such Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its Member.

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

My Commission Expires:

Notary Public

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to accommodate City of Mitchell signature page]

Dated this _____ day of May, 2025.

CITY OF MITCHELL

(SEAL)

By _____
Its Mayor

ATTEST:

City Finance Officer

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the _____ day of May, 2025, before me, the undersigned officer, personally appeared Jordan Hanson and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell, South Dakota, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Mitchell, South Dakota.

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

My Commission Expires:

Notary Public

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 19, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2025-37, Developer Agreement for Tax Increment District 42		
Explanation/Background of Agenda Item Requested:	This agreement relates to the previously approved Tax Increment District #42 for the Long Brothers LLC project. This developer agreement lays out additional terms upon which the increment would be passed through to the developer. Much of the language is the same as previously approved developer agreements.		

A2025-37

**CONTRACT FOR
PRIVATE DEVELOPMENT
TAX INCREMENT DISTRICT
NUMBER FORTY-TWO
CITY OF MITCHELL,
DAVISON COUNTY, SOUTH DAKOTA**

Between

Long Brothers LLC,
a South Dakota limited liability company

and the

City of Mitchell, South Dakota

Dated as of May ____, 2025

THIS AGREEMENT is made effective as of the _____ day of May, 2025, between LONG BROTHERS LLC, a South Dakota limited liability company (“Developer”), and the CITY OF MITCHELL, a municipal corporation and political subdivision of the State of South Dakota (hereinafter referred to as the “City”).

SECTION 1. The City created Tax Increment District Number Forty-two (TID #42) by resolution dated May 5, 2025. The purpose of TID #42 is to provide funds to assist in an addition to an existing business building for the purpose of expanding the business which is located in the City of Mitchell, South Dakota. The legal description is the 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, pursuant to Tax Increment District Number 42, City of Mitchell Tax Increment Project Plan (the “Project Plan”).

SECTION 2. The City approved the Project Plan for TID #42 on May 5, 2025.

SECTION 3. The estimated Project costs to be paid by TID #42, as originally set forth in the Plan, are as follows:

Eligible Costs:

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	

Except as modified by Section 6 below, City agrees to pay to Developer Available Tax Increment Funds revenues it receives from the District, the total of which shall not exceed \$340,105 during the life of the TIF.

SECTION 4. The right to receive the Available Tax Increment Funds referred to in Section 3 is a Grant Under Chapter 11-9 of the South Dakota Codified Laws (the “Act”). Subject to the constitutional debt provisions contained in the project plan, the Grant is a personal property right vested with the Developer on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement. Notwithstanding any other term of this Agreement, City shall have no obligation to pay, and Developer shall not have the right to receive accumulated tax increment to Developer unless the conditions specifically described in Section 11 of this Agreement have been met or are waived in writing, either in full or upon further conditions, by the City.

SECTION 5. The base value of the property located in TID #42 has or will be certified by the South Dakota Department of Revenue at approximately \$473,750.

SECTION 6. Financing for TID #42 shall be secured by the Developer procuring financing to fund the TID improvements through financing from a commercial lender, at Developer’s sole risk and expense. City and Developer represent that they understand and agree that the City will not issue any certified tax revenue bonds pursuant to SDCL Chapter 6-8B to cover any cost directly or indirectly relating to Developer’s improvement of the TID under this Agreement. The Grant shall constitute “proceeds” under SDCL Chapter 11-9 as being acquired upon the exchange of this monetary obligation. Developer and City acknowledge that this is a “zero interest” TID, meaning that City’s only obligation is to pay on the tax increment received from TID #42 to Developer pursuant to the terms of the Project Plan.

It is understood by the parties that the Developer may spend all or any portion of the approved TID funds as set forth in Section 3 above in its sole discretion as the Developer shall determine, in its sole discretion, the amounts if any which shall be spent from TID funds for public improvements in the tax increment district. TID proceeds, as defined herein, shall be utilized only to pay eligible TID project costs or reimbursement for eligible project costs advanced by Developer, notwithstanding any other provision in this Agreement.

SECTION 7. City and Developer acknowledge that the property upon which the development will occur is or will be owned by Developer, and the property shall not be transferred to any entity which would make the totality of the real property tax exempt until such time as the Grant funds are fully paid. Developer may use any or part of the TID property as collateral for the construction loan or loans as required for the financing of the Project.

Developer understands that only improvements incurred for TIF-eligible expenses, as described and undertaken in the approved Project Plan, which are completed by the Developer within five (5) years of the date of the creation of this TID #42 shall be eligible to be reimbursed via the passthrough of the proceeds of the positive tax increment from TID #42.

SECTION 8. All positive tax increments received in Tax Increment District Number Forty-one shall, upon receipt by the City, be deposited in a special fund to be known as the “Tax Increment District Number Forty-two Fund,” hereinafter referred to as the “Fund,” pursuant to SDCL 11-9-31 and paid out pursuant to SDCL 11-9-32, and as set forth in Section 7 above.

SECTION 9. It is specifically a condition of this Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from Tax Increment District Number 42 receipted into the Fund specified in Section 8. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. It is also specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire the indebtedness incurred by Developer under Section 8 hereof. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocability of the positive tax increment payments and the fund created by TID #42. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.

SECTION 10. Developer represents that it understands that any contributions made by Developer in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor be construed to be, a general obligation of the City. The funds are payable only out of the account created under SDCL §11-9-31 of the Act. THIS AGREEMENT OR THE PROJECT PLAN SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL TAXING POWER. Developer shall bear all risks including, but not limited to: income estimates of tax increment, changes in tax rates or tax collections, or a change in state law; however, the State of South Dakota pursuant to §11-9-39.1 of the Act has pledged not to alter any of the rights vested in this Agreement until they are fully met and discharged.

SECTION 11. Developer agrees to immediately satisfy any and all mechanic's liens or materialman's liens that arise as a result of this project. This provision shall not prevent Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment.

SECTION 12. Developer agrees to certify project costs in relation to the project to the City for reimbursement. Developer shall also complete any other reporting requirements established in the Project Plans.

SECTION 13. This document, along with the Project Plan for Tax Increment District Number 42, constitutes the entire Agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted.

SECTION 14. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any disputes arising out of or related to this Agreement shall be litigated in the First Judicial Circuit Court for the State of South Dakota, located in Mitchell, Davison County, South Dakota.

SECTION 15. This Agreement may be executed in separate counterparts, all of which executed counterparts shall constitute one complete document.

SECTION 16. The parties hereto agree that execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

Dated this _____ day of May, 2025.

Long Brothers LLC

By _____
Daren Long, Member

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the _____ day of May, 2025, before me, the undersigned officer, personally appeared Daren Long, who acknowledged himself to be one of the Members of Long Brothers LLC, a South Dakota limited liability company, and that they as such Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its Member.

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

My Commission Expires:

Notary Public

[remainder of page intentionally left blank
to accommodate City of Mitchell signature page]

Dated this _____ day of May, 2025.

CITY OF MITCHELL

(SEAL)

By _____
Its Mayor

ATTEST:

City Finance Officer

STATE OF SOUTH DAKOTA

SS

COUNTY OF DAVISON

On this the _____ day of May, 2025, before me, the undersigned officer, personally appeared Jordan Hanson and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell, South Dakota, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Mitchell, South Dakota.

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

My Commission Expires:

Notary Public

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 19, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2025-38, Transfer Agreement with Mitchell Area Development Corporation (1200 Block E 1st)		
Explanation/Background of Agenda Item Requested:	This agreement is for the transfer of two lots in the 1200 Block of East 1st Avenue from the City to Mitchell Area Development Corporation (MADC). The City recently acquire these lots in relation to the purchase of the mobile home park in the area. Ultimately, these two lots will be used in support of Habitat for Humanity projects.		

REAL ESTATE TRANSFER AGREEMENT

This Real Estate Transfer Agreement (“Agreement”), made and entered into this _____ day of _____, 2025, by and between the City of Mitchell, a South Dakota municipal corporation of 612 N Main St, Mitchell, SD, hereinafter referred to as “Seller,” and the Mitchell Area Development Corporation, a South Dakota nonprofit corporation of 701 N Main St, Mitchell, SD, hereinafter referred to as “Buyer.”

WITNESSETH:

WHEREAS, Seller is the owner of real property located in the 1200 block of East 1st Avenue, Mitchell, SD, legally described as:

Lots Eight and Nine (8-9), Block Thirteen (13), Gleeson’s Addition to City of Mitchell, Davison County, South Dakota, subject to easements, reservations, and restrictions of record.

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

WHEREAS, Seller desires to transfer the Property to Buyer, and Buyer desires to take ownership of the Property from Seller for purposes of pursuing affordable housing opportunities.

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

1. Conveyance. On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, convey, transfer, warrant, and assign to Buyer, and Buyer shall purchase, acquire, and assume from Seller, the Property, together with all improvements thereon and all appurtenances attached thereto.
2. Purchase Price. In consideration of the conveyance of the Property by Seller to Buyer, Buyer agrees to pay Seller a total purchase price of One Dollar (\$1.00) (the “Purchase Price”). The Purchase Price will be paid by Buyer in cash at Closing.
3. Closing. The “Closing” or “Closing Date” shall be held as soon as possible following the referendum period and the satisfaction of any conditions precedent. At Closing, Seller shall transfer the Property to Buyer by good and sufficient Warranty Deed.
4. Special Terms of Transfer. The parties agree that the following additional terms shall apply to the transfer and will survive the closing:
 - a. Seller will be responsible for payment of property taxes accruing prior to the transfer.
5. Conditions Precedent to Closing.
 - a. Survey. If Buyer elects, it may cause a survey of the Property to be prepared for the purpose of locating and identifying the boundaries and locations of improvements of

the Property (the "Survey") and any encroachments into or out of the property boundaries. The cost of said Survey shall be borne solely by Buyer.

- b. Review of Title Commitment, Title Documents & Survey. Buyer shall examine title to the Property and make any objections thereto.

6. Due Diligence. Buyer's obligation to purchase the Property is specifically subject to a satisfactory inspection, test and review of the Property, including but not limited to, any feasibility studies, environmental assessments (including but not limited to a Phase I and/or Phase II or other environmental tests, studies or reports), zoning review, examinations, appraisals, boring, or other surveys or tests, and any other test, review or inspection deemed necessary by Buyer. The costs and expenses incurred in the due diligence review performed by Buyer shall be Buyer's obligation. Buyer shall complete the due diligence review prior to May 31, 2025 and agrees to promptly commence its due diligence review. Buyer shall have reasonable access to the Property to conduct its inspections, tests and due diligence review. To the extent the due diligence review is not acceptable to Buyer, then Buyer shall have the option to terminate this Agreement. In such event, the parties hereto shall have no further rights, duties or obligations under this Agreement.

7. Seller's Representations and Warranties. Seller represents and warrants the following to Buyer, each of which representation and warranty shall be true and effective as of the date of Closing:

- a. Ownership. Seller has good and marketable fee simple title to the Property. At Closing, Seller shall sell, transfer, convey and assign to Buyer fee simple ownership in the Property free and clear of any and all liens, mortgages, encumbrances, security interests, pledges and restrictions or other interest or obligations of whatever kind and nature, except as permitted pursuant to this Agreement.
- b. Ability to Contract. Seller has the full right, power and authority to enter into this Agreement to sell and convey the Property to Buyer and this Agreement shall be a valid and binding obligation of Seller, subject to the terms and conditions contained herein.
- c. Proceedings. To the best of Seller's knowledge, there is no action, litigation, investigation, condemnation proceeding, judgment, executions, bankruptcies, zoning changes or any other proceeding of any kind outstanding, pending, or threatened, against Seller or any portion of the Property.
- d. Liens. No work has been performed or is in the process of being performed by Seller or at the direction of Seller, and no materials have been furnished to the Property or any portion thereof, which might give rise to mechanic's, materialman's or other liens against the Property.

8. Buyer's Representations and Warranties. Buyer represents and warrants as follows:

- a. Ability to Contract. Buyer has the authority to enter into this Agreement and this Agreement shall be a valid and binding obligation on Buyer, subject to the terms and conditions contained herein.
- b. Payment. Subject to the terms and conditions of this Agreement, upon closing of this Agreement, Buyer agrees to pay Seller the Purchase Price.

- c. Familiarity with the Property. Subject to the completion of its due diligence investigation, Buyer is familiar with the physical condition of the Property, has inspected the same, and is taking the same in its “AS IS” condition without any warranty or guaranty by Seller.
9. Obligations at Closing. At Closing, the following shall occur:
- a. Seller shall deliver to Buyer, or its assigns, the following executed documents:
 - (i) A good and sufficient Warranty Deed(s) for the Property;
 - (ii) Certificate(s) of Real Estate Value;
 - (iii) Such other documents as deemed necessary by Buyer or its counsel to transfer the Property to Buyer or as may be required pursuant to this Agreement.
 - b. Buyer shall deliver to Seller:
 - (i) The Purchase Price as described in paragraph 2 above; and
 - c. In addition to the items set forth above, Buyer and Seller shall cause the following deliveries to be made at Closing:
 - (i) Any applicable Closing fees shall be paid equally by Seller and Buyer;
 - (ii) Settlement statements showing the Purchase Price, and any adjustments thereto, if applicable; and
 - (iii) Any other documents as required effectuating the transfer of the Property, including any other documents required by the Title Company or closing agent.
10. Miscellaneous.
- a. Possession. Buyer shall be entitled to sole, exclusive and immediate possession and the right to occupy the Property upon the Closing, except as may be provided herein.
 - b. Governing Law. This Agreement is subject to and shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota without regard to conflict of laws principles.
 - c. Survival of Representations and Warranties. The representations and warranties contained herein shall survive Closing and are and shall be deemed to be continuing representations and warranties.
 - d. Counterparts/Facsimile/Electronic Signature. This Agreement may be executed by electronic signature, facsimile and in any number of counterparts as deemed appropriate by the parties, all of which taken together shall constitute one and the

same instrument. Reproductions of original signature via pdf/scanned signatures shall be deemed an original for purposes of execution of this instrument.

- e. Time is of the Essence. It is expressly understood and agreed by the parties that time is of the essence in this Agreement.
- f. Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and also upon their respective heirs, representatives, successors and assigns.
- g. Severability. Should any provision in this Agreement be deemed unenforceable as to a particular circumstance or set of facts, the unenforceability shall be limited to such circumstance or set of facts and all remaining provisions of this Agreement shall remain fully binding and enforceable as between Seller and Buyer.
- h. Further Assurances. Each party, upon the request of the other, agrees to perform any further acts, and to execute and deliver any other documents, which are reasonably necessary to carry out the provisions of this Agreement.
- i. Entire Agreement; Waiver. This Agreement contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. A waiver of any term or provision shall not be construed as waiver of any other term or provisions or as waiver of subsequent performance of the same provision of this Agreement.
- j. Drafting Presumption. Buyer and Seller agree that they participated in the drafting of this Agreement and, in the event that any dispute arises in the interpretation or construction of this Agreement, no presumption shall arise that either one party or the other drafted this Agreement.
- k. Notices. All notices or demands given or required to be given hereunder shall be in writing and sent by United States registered or certified mail, postage prepaid, to the last known address of the parties, or at any other address to which the parties designate notices shall be sent.

IN WITNESS WHEREOF, Buyer and Seller have hereunto executed this Agreement on the date and year first above written.

[signature page to follow]

BUYER:
MITCHELL AREA DEVELOPMENT CORPORATION

Mike Lauritsen, CEO

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF DAVISON)

Mike Lauritsen, being first duly sworn on oath, deposes and says that he is the CEO of Mitchell Area Development Corporation, a South Dakota nonprofit corporation, and, being duly authorized to do so, has hereto executed the foregoing instrument on behalf of Mitchell Area Development Corporation in his official capacity.

Subscribed and sworn to before me this _____ day of May, 2025.

Notary Public
My Commission Expires: _____

(seal)

SELLER:
CITY OF MITCHELL, SOUTH DAKOTA Attest:

Jordan Hanson, Mayor

Michelle Bathke, Finance Officer

(seal)

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF DAVISON)

Jordan Hanson and Michelle Bathke, being first duly sworn on oath, depose and say that each is the Mayor and Finance Officer respectively of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and, being duly authorized to do so, have hereto executed the foregoing instrument on behalf of the City of Mitchell, SD in their official capacity.

Subscribed and sworn to before me this _____ day of May, 2025.

Notary Public
My Commission Expires: _____

(seal)

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 19, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2025-39, Surplus of Building at 1215 E 1st Ave		
Explanation/Background of Agenda Item Requested:	This resolution provides for the surplus of the existing building at 1215 E 1st Ave and sets terms for the removal of the building for the successful bidder. The auction will be for the building only and not for any interest in the land itself. Notice of the Auction will be published twice with the first publication to be at least 10 days before the auction. It is anticipated that the auction will be held on June 4th, 2025 at noon in City Hall Council Chambers.		

RESOLUTION #R2025-39

**A RESOLUTION PROVIDING FOR THE SURPLUS AND AUCTION OF THE BUILDING
AT 1215 EAST 1ST AVENUE**

WHEREAS the City of Mitchell is the owner of real property at 1215 East 1st Avenue in Mitchell and there is currently a building built upon that lot; and

WHEREAS the City desires to remove the building as it is no longer necessary, useful, or suitable for the purpose for which it was acquired; and

WHEREAS the City intends to auction the building itself, not including any interest in the land itself, upon the conditions further provided in this resolution, and if no buyer is found for the building, then such building shall be demolished and removed.

THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, SD that the City hereby determines that the building at 1215 E 1st Avenue is no longer necessary, useful, or suitable for the purpose for which it was acquired; and

IT IS FURTHER RESOLVED that such building shall be sold at auction upon such terms as the Public Works department may provide in advance of the auction. However, the auction shall be for the building itself in as is condition and no interest in the real property itself shall accrue, transfer, or otherwise vest to any successful buyer. Upon completion of the auction, the mayor and finance officer are authorized to award the building to the successful bidder by signing the terms and conditions sheet of the successful bidder; and

IT IS FURTHER RESOLVED that if at auction no buyer is found, such building shall be demolished and removed from the lot.

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.

(seal)

Jordan Hanson – Mayor

Attest:

Michelle Bathke – City Finance Officer

City of Mitchell Terms and Conditions Sheet
Sale and Removal of 1215 East 1st Avenue Building

THE FOLLOWING TERMS AND CONDITIONS apply to the auction of the building on 1215 E 1st Ave pursuant to Resolution R2025-39. The terms and conditions have been provided in advance of the auction of said building and the Awardee agrees to the terms and conditions by bidding on the building.

1. Awardee understands and agrees that the auction, sale, and removal of the building at 1215 E 1st Ave is for the building itself in as is condition and the removal thereof. No interest in the real property itself shall accrue, transfer, or otherwise vest in Awardee, other than the right of ingress and egress to complete the removal of the building as herein provided.
2. The Awardee shall make payment in full for the building at the time of the auction.
3. The Awardee shall remove the building no later than August 1, 2025. If Awardee fails to remove the building by August 1, 2025, then Awardee shall be responsible to pay City liquidated damages in the amount of \$200 per day for every day after August 1, 2025.
4. If Awardee fails to complete the removal of the building by September 1, 2025, then Awardee shall forfeit the building and shall not be entitled to a refund of any portion of their payment. In addition, the City will then demolish the building upon a failure to remove the building by September 1, 2025. Should it be necessary for the City to proceed with demolition of the building, the Awardee will be responsible for liquidated damages in the amount of \$15,000.
5. Awardee shall have the right to take anything attached to the building outside or inside.
6. Awardee shall be solely responsible for providing the equipment and personnel necessary to complete the building removal. Awardee will be compliant with all federal, state, and local laws and regulations applicable to Awardee's operation.
7. Awardee will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or on the basis of any other protected class characteristics. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment training, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, any applicable federal government notices setting forth the provision of this non-discrimination clause.
8. Awardee shall maintain general liability insurance with a limit of not less than \$1,000,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the removal project or be no less than two times the occurrence limit. Such insurance shall add the City of Mitchell, its officials, employees, agents, and assigns, as

additional insured. Awardee shall keep a certificate of insurance on file with the City indicating such coverage amounts.

9. To the extent permitted by law, Awardee shall indemnify and hold harmless the City, its officers, employees, and agents, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of the removal project and which are caused in whole or in part by any act or omission of Awardee, its employees, volunteers, and agents.

10. Awardee shall be deemed an independent party and no special legal relationship shall arise between the City and Awardee as a result of the auction or removal project which would result in City being liable for the acts or omissions of Awardee.

11. If any provision of these terms and conditions, or any part of a provision, is deemed unenforceable by a court of competent jurisdiction, then the remaining provisions and parts of provisions shall remain in full force and effect to the maximum extent permitted by law.

12. These terms and conditions constitute the full and final agreement of the parties and may not be amended or assigned except in writing signed by both parties.

EVERY BIDDER MUST AGREE TO THESE TERMS AND CONDITIONS BY SIGNING THE AWARDEE LINE BELOW AS A PREREQUISITE TO BIDDING ON THE STRUCTURE.

AWARDEE

Signature

Date: _____

Print Name

Time: _____

UPON COMPLETION OF THE AUCTION, THE MAYOR AND FINANCE OFFICER ARE AUTHORIZED TO AWARD THE BUILDING TO THE SUCCESSFUL BIDDER BY SIGNING THE TERMS AND CONDITIONS SHEET OF THE SUCCESSFUL BIDDER.

CITY OF MITCHELL

Jordan Hanson, Mayor

Date: _____

Attest:

Michelle Bathke, Finance Officer

(seal)

**NOTICE OF AUCTION
SALE AND REMOVAL OF 1215 EAST 1ST AVENUE BUILDING
MITCHELL, SOUTH DAKOTA**

An Auction for the building to be removed located at 1215 East 1st Avenue will be conducted at 12:00 PM on June 4, 2025 at City Hall Council Chambers located at 612 N Main Street Mitchell SD. The bidder must complete a Terms and Conditions Sheet and be in attendance for a bid to be submitted. Bids will not be accepted over the phone.

Awardee understands and agrees that the auction, sale, and removal of the building at 1215 East 1st Avenue is for the building itself in as is condition and the removal thereof. No interest in the real property itself shall accrue, transfer, or otherwise vest in Awardee, other than the right of ingress and egress to complete the removal of the building as provided in the Terms and Conditions Sheet. Awardee shall have the right to take anything attached to the building outside or inside. The Awardee shall make payment in full for the building at the time of the auction.

The Terms and Conditions Sheet is on file in the Office of the Finance Officer, and may be obtained from the Engineering Department, 612 North Main Street, Mitchell, South Dakota 57301. Bidder agrees to be bound by the Terms and Conditions Sheet if bidding on the property.

Please contact the Office of Public Works at (605)995-8433 or stop at the office at 612 N Main Street to schedule a viewing of the building.

The City of Mitchell reserves the right to reject any or all bids.

Dated _____.

**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 19, 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 #R2025-40, Annexation of Lot 2B and 2C, a subdivision of Lot 2, Block 4 of Westwood First Addition, a subdivision of the NW 1/4 of Section 16, T 103 N, R 60 W of the 5th P.M., portions of which lie within the City of Mitchell, Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	CJM Consulting Inc has petitioned to annex the property legally described as Lot 2B and 2C, a subdivision of Lot 2, Block 4 of Westwood First Addition, a subdivision of the NW 1/4 of Section 16, T 103 N, R 60 W of the 5th P.M., portions of which lie within the City of Mitchell, Davison County, South Dakota. See Exhibit.		

RESOLUTION #R2025-40

ANNEXATION OF LOT 2B AND 2C, A SUBDIVISION OF LOT 2, BLOCK 4 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE NW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., PORTIONS OF WHICH LIE WITHIN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

WHEREAS, CJM Consulting Inc has petitioned to annex the real property legally described as Lot 2B and 2C, a subdivision of Lot 2, Block 4 of Westwood First Addition, a subdivision of the NW 1/4 of Section 16, T 103 N, R 60 W of the 5th P.M., portions of which lie within the City of Mitchell, Davison County, South Dakota.

WHEREAS: CJM Consulting Inc is the sole owner and petitioners of the real property described in this resolution; and

WHEREAS: There are no registered voters residing in the territory sought to be annexed and

WHEREAS: the real property is contiguous to the corporate limits of the City of Mitchell, Davison County, South Dakota; and

WHEREAS: an exhibit depiction is hereto attached.

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.

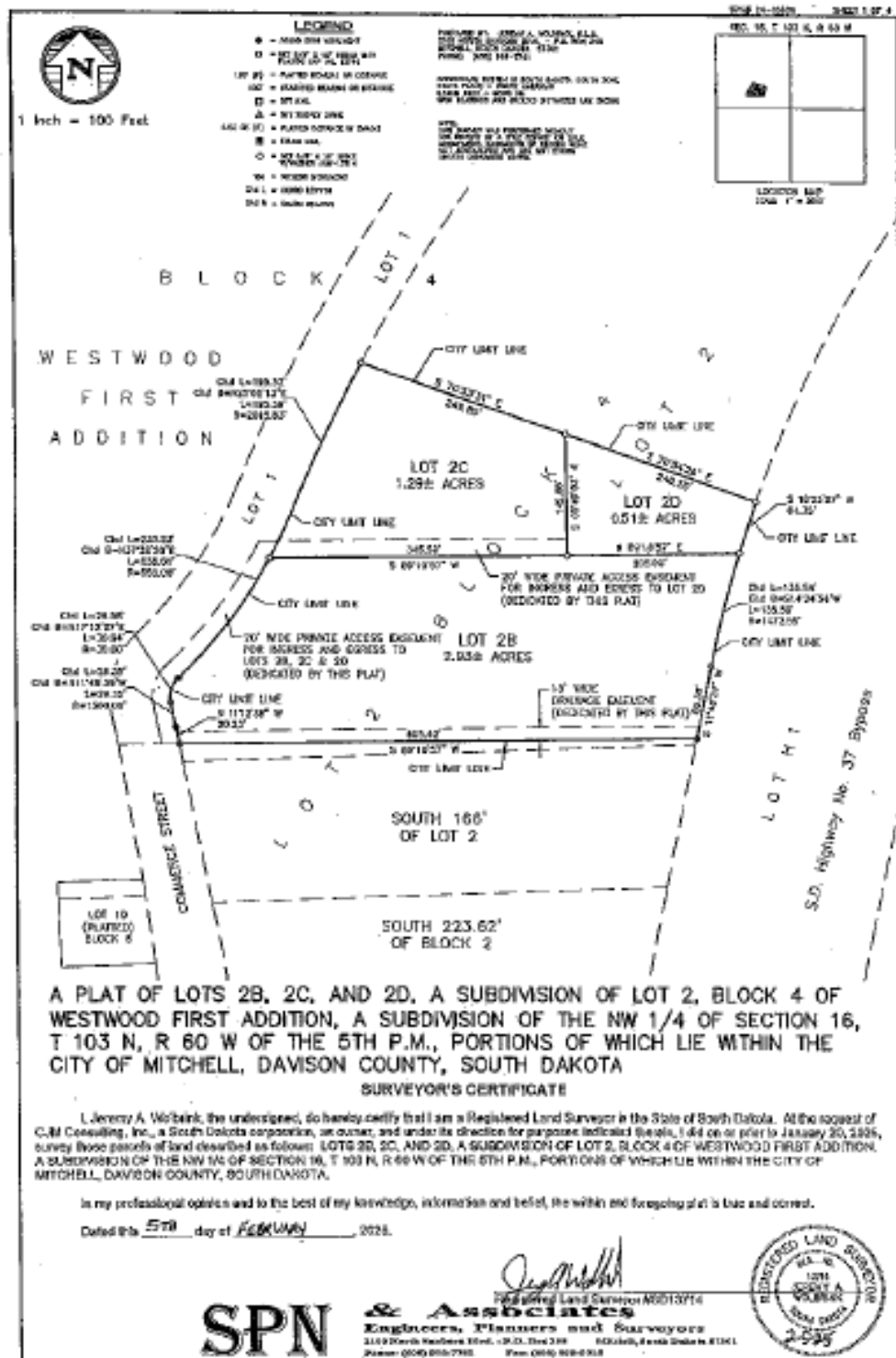
MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

EXHIBIT A



PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA:

THE UNDERSIGNED Property Owner owns all of the real property legally described in the territory sought to be annexed and hereby respectfully requests that the City Council of the City of Mitchell, pursuant to SDCL Chapter 9-4, adopt a resolution annexing the parcel of real property legally described as follows, to-wit:

Lot 2B and Lot 2C, a Subdivision of Lot Two (2), Block Four (4) of Westwood First Addition, a Subdivision of the Northwest Quarter (NW1/4) of Section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., portions of which lie within the City of Mitchell, Davison County, South Dakota,

as depicted on Exhibit A attached to this Petition.

The undersigned Property Owner represents that there are no registered voters residing in the territory sought to be annexed, and the Property Owner is the owner of all of the value of such property.

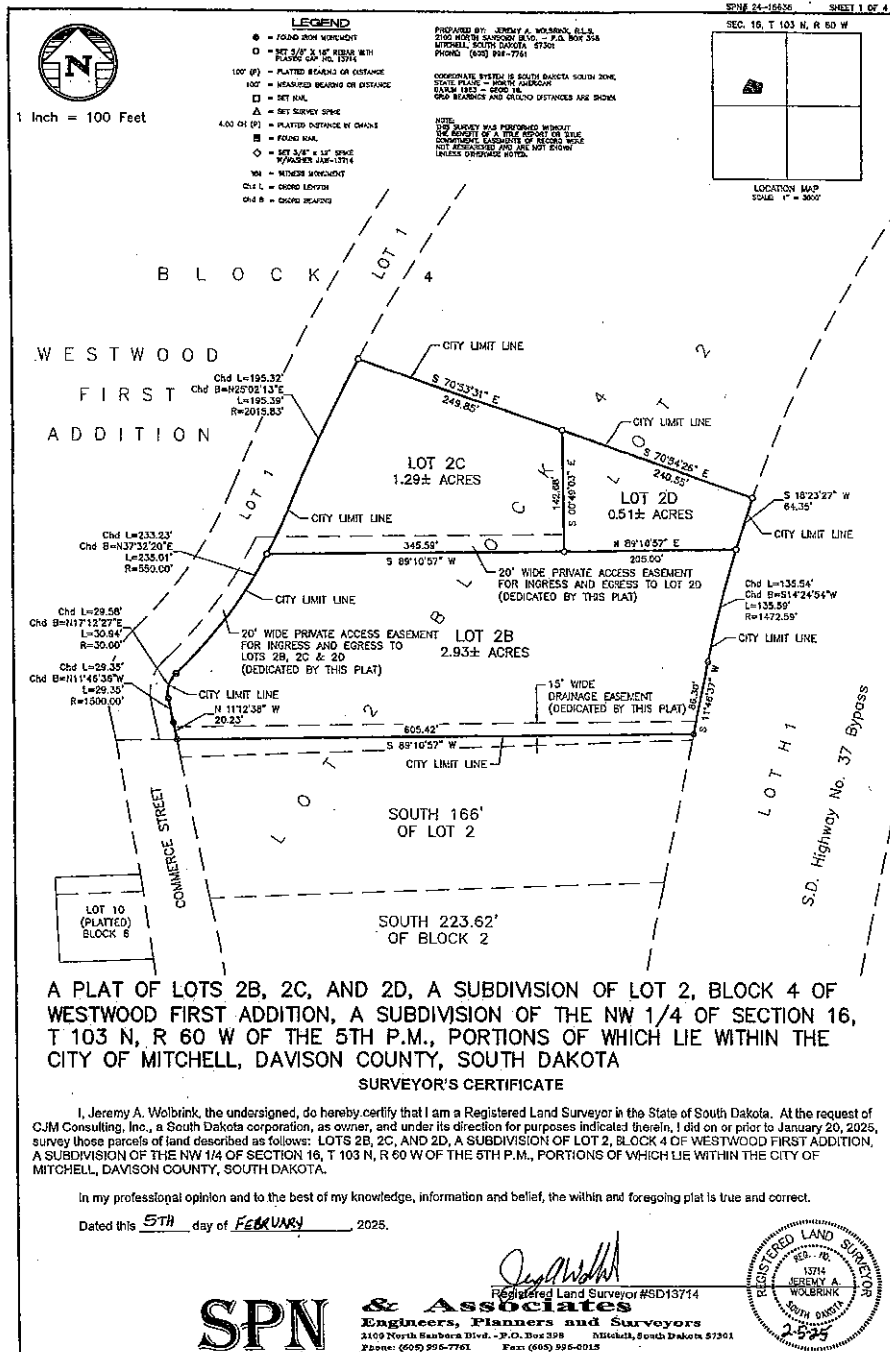
WHEREFORE, the undersigned requests that a resolution be adopted annexing the property hereinabove described.

Dated this 30th day of April, 2025.

CJM CONSULTING, INC.

By 
Charles J. Mauszycki, Jr., Vice President

EXHIBIT A





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 19, 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 #R2025-41, Annexation of Lot 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:	JTZ Properties LLC has petitioned to annex the property legally described as Lot 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. See Exhibit.		

RESOLUTION #R2025-41

**ANNEXATION OF LOT 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.**

WHEREAS, JTZ Properties LLC has petitioned to annex the real property legally described as Lot 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.

WHEREAS: JTZ Properties LLC is the sole owner and petitioners of the real property described in this resolution; and

WHEREAS: There are no registered voters residing in the territory sought to be annexed and

WHEREAS: there are no improvements located on the real property; and

WHEREAS: the real property is contiguous to the corporate limits of the City of Mitchell, Davison County, South Dakota; and

WHEREAS: an exhibit depiction is hereto attached.

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.

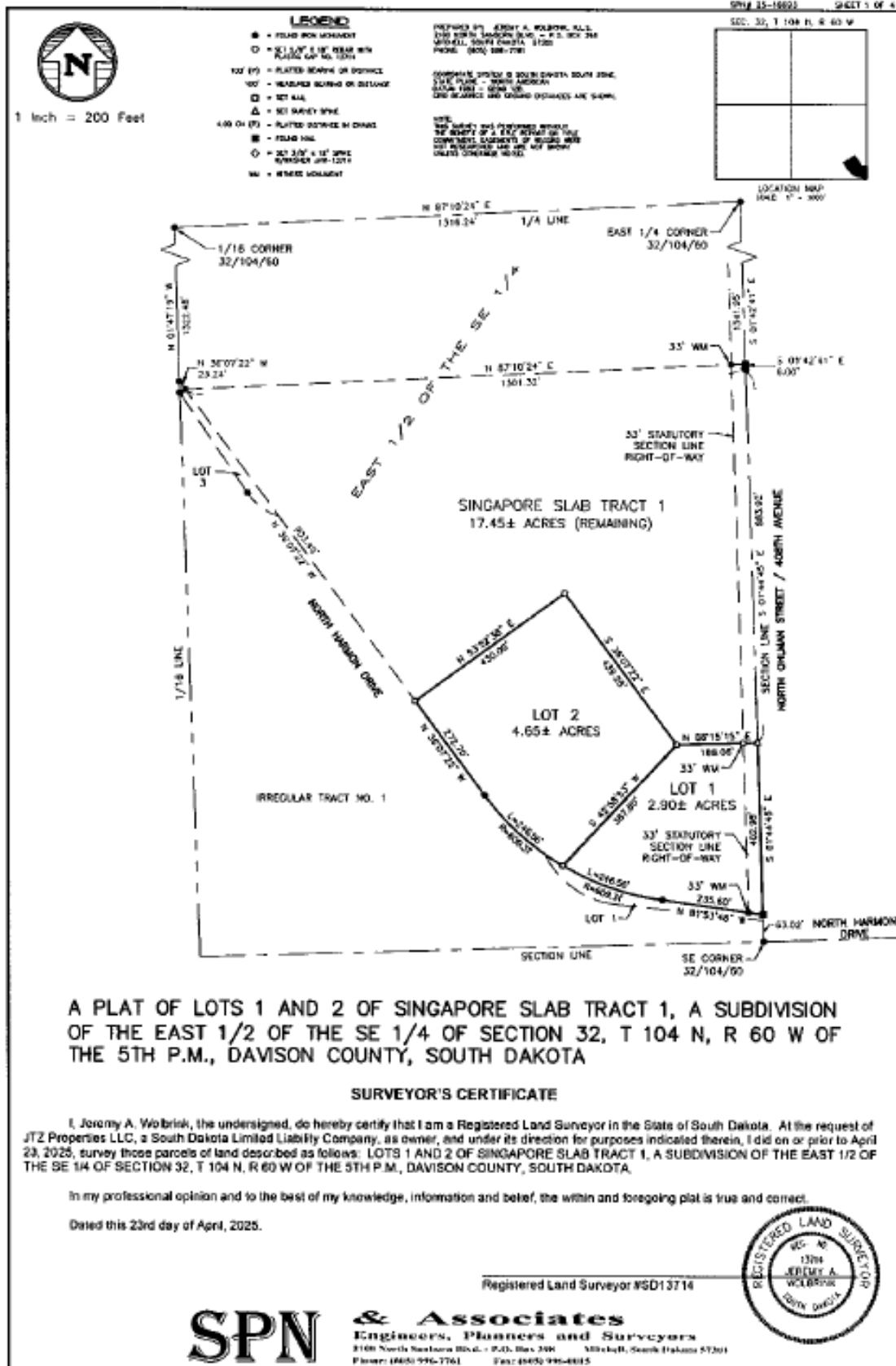
MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

EXHIBIT A



**PETITION FOR ANNEXATION OF REAL PROPERTY NOT THE CORPORATE
LIMITS OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA**

I, Justin Thiesse, owner of JTZ Properties, LLC, hereby petition for the City Council of the City of Mitchell to annex the following real property, which is legally described as:

Lot 2 of Singapore Slab Tract 1, a Subdivision of the East ½ of the Southeast ¼ of Section 32, Township 104 North, Range 60 West of the 5th p.m., Davison County, South Dakota ("the Property").

An exhibit of the area to be annex is attached hereto and incorporated herein by this reference.

JTZ Properties, LLC, a South Dakota limited liability company, is the sole owner of the real property and sole petitioner.

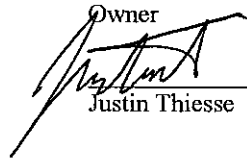
There are no residents and no registered voters on the said real property.

There are no improvements located on the real property.

The real property is contiguous to the corporate limits of the City of Mitchell, South Dakota.

PETITIONER

Owner



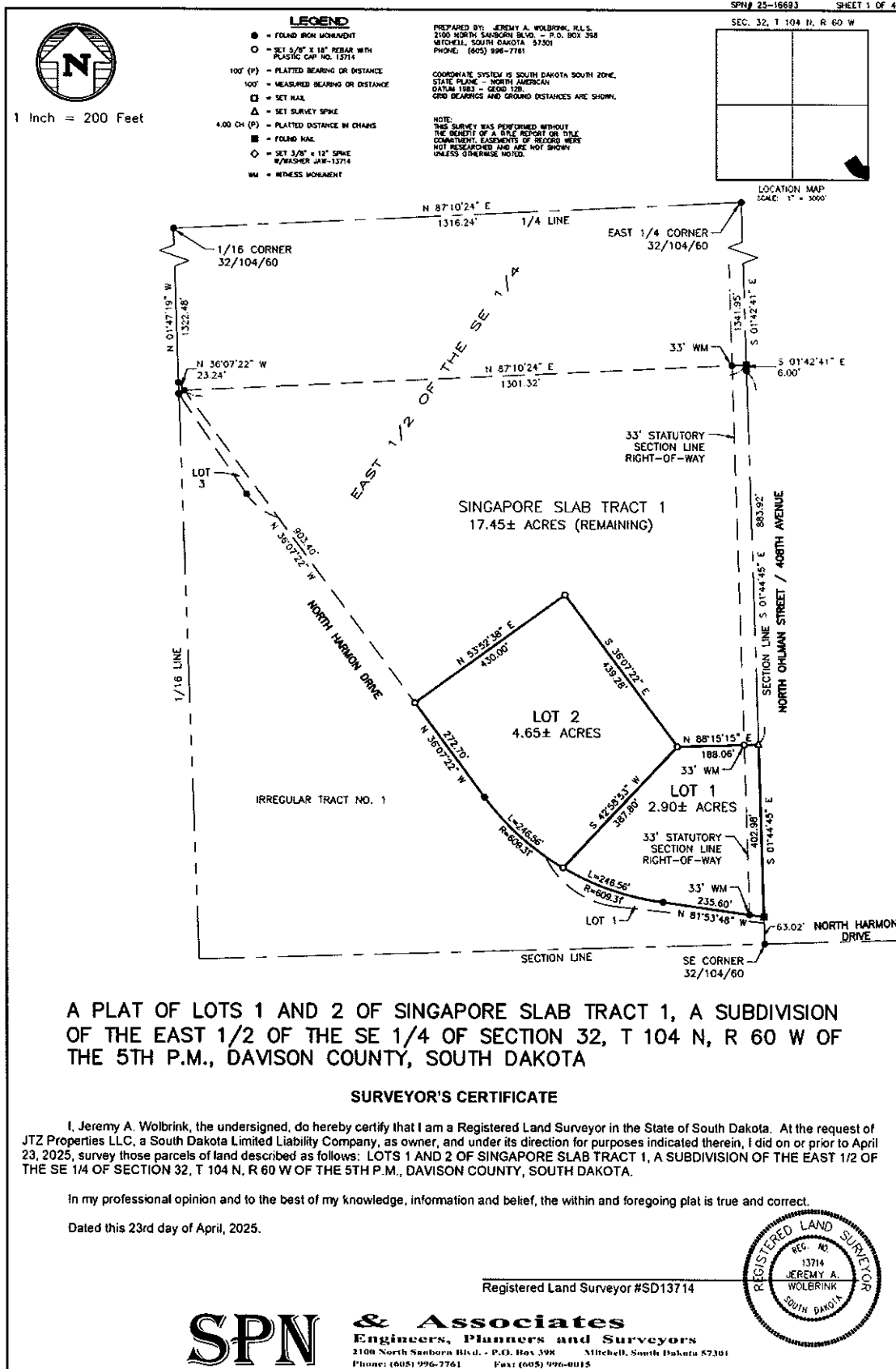
Justin Thiesse

5-12-25

Date

EXHIBIT A

EXHIBIT A





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 19, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2025-05, Establishing Term Limits for Mayor and City Council		
Explanation/Background of Agenda Item Requested:	The mayor asked that this ordinance be brought to council for consideration. The ordinance would set term limits for the mayor and city council positions. These elected positions would be limited to 3 consecutive terms of office. A partial term of more than half of the regular term length is counted as a full term. A person could run for office again after a break in service of at least 18 months. Also, a mayor could run for a council seat without a break in service and vice versa. There is also language to allow a person who is term limited to still run if no other candidate runs for that seat during that election cycle. There are 2 versions presented to the council for consideration. One would count all past terms of sitting officials towards the cap. The other would not count past or current terms of sitting officials.		

ORDINANCE #O2025-05

AN ORDINANCE ESTABLISHING TERM LIMITS FOR THE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF MITCHELL.

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

Section 1.

That a NEW SECTION be added to Chapter 1-5: MAYOR AND CITY COUNCIL of the Mitchell City Code as Section 1-5-7 to read as follows:

“1-5-7: ESTABLISHING TERM LIMITS FOR MAYOR AND CITY COUNCIL POSITIONS:

- A. No person shall serve more than three (3) consecutive full terms of office as mayor or city council member. For purposes of this section, a full term is more than half of the regular length of the term for the position the person is elected or appointed.
- B. For implementation of term limits, all terms served by past or sitting elected officials shall be considered, whether such terms are completed or pending.
- C. A person who is term-limited for a position is eligible to run as follows:
 - 1. A person term-limited as a city council member is eligible to serve as mayor.
 - 2. A person term-limited as mayor is eligible to serve as a city council member.
 - 3. A person is eligible to serve in the role in which they are term-limited after a break in service of eighteen (18) months, during which the person may have served in a different elected office.
 - 4. A person is eligible to serve in the role in which they are term-limited if no other candidate has submitted a valid petition for the position. In such case, the term-limited person shall submit their petition for the position pursuant to the generally applicable procedures for becoming a candidate for such position. The finance officer shall hold the nominating petition of the term-limited person until such time as the submission deadline has passed. If any other candidate has submitted a valid petition for the office, the finance officer shall reject the petition of the term-limited person. If no other candidate has submitted a valid petition for the office, the finance officer shall process the nomination petition of the term-limited person as if the person was not term-limited.

Section 2.

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

Section 3.

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

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2025.

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

ORDINANCE #O2025-05

AN ORDINANCE ESTABLISHING TERM LIMITS FOR THE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF MITCHELL.

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

Section 1.

That a NEW SECTION be added to Chapter 1-5: MAYOR AND CITY COUNCIL of the Mitchell City Code as Section 1-5-7 to read as follows:

“1-5-7: ESTABLISHING TERM LIMITS FOR MAYOR AND CITY COUNCIL POSITIONS:

- A. No person shall serve more than three (3) consecutive full terms of office as mayor or city council member. For purposes of this section, a full term is more than half of the regular length of the term for the position the person is elected or appointed.
- B. For implementation of term limits, no terms served by past or sitting elected officials shall be considered, whether such terms are completed or pending. For all terms beginning after the passage of this ordinance, whether that term begins as a result of election or appointment, such new terms shall count towards the term limits established by this section.
- C. A person who is term-limited for a position is eligible to run as follows:
 - 1. A person term-limited as a city council member is eligible to serve as mayor.
 - 2. A person term-limited as mayor is eligible to serve as a city council member.
 - 3. A person is eligible to serve in the role in which they are term-limited after a break in service of eighteen (18) months, during which the person may have served in a different elected office.
 - 4. A person is eligible to serve in the role in which they are term-limited if no other candidate has submitted a valid petition for the position. In such case, the term-limited person shall submit their petition for the position pursuant to the generally applicable procedures for becoming a candidate for such position. The finance officer shall hold the nominating petition of the term-limited person until such time as the submission deadline has passed. If any other candidate has submitted a valid petition for the office, the finance officer shall reject the petition of the term-limited person. If no other candidate has submitted a valid petition for the office, the finance officer shall process the nomination petition of the term-limited person as if the person was not term-limited.

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: _____

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 19, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2025-06, Creating a Rental Housing Code		
Explanation/Background of Agenda Item Requested:	This ordinance would create a rental housing code in Mitchell. This includes setting minimum standards relating to certain conditions of the house. It also provides the framework for the applications, licensing, inspections, appeals, etc. The attached ordinance includes comments that help explain and summarize the various sections of the ordinance.		

ORDINANCE #O2025-06

AN ORDINANCE CREATING A RENTAL HOUSING CODE.

WHEREAS, the City Council for the City of Mitchell deems it necessary, for the purposes of protecting, preserving, and promoting the health, welfare, and safety of the residents of Mitchell, to adopt a rental housing code and establish a licensing program which provides minimum standards for life safety, sanitation, maintenance, and other related matters regarding the habitability and safety of rental units in the city;

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

Section 1.

That a new chapter be added to the Mitchell City Code as **Chapter 4-12: Rental Housing Code** with sections to read as follows:

4-12-1: Definitions

CAMPGROUND: A plot of ground for public use upon which two or more campsites are located, established, maintained, advertised, or held out to the public to be a place where camping units not provided by or in connection with the operator can be located and occupied as temporary living quarters.

LOCAL AGENT: A natural person residing within seventy-five (75) miles of the city of Mitchell who is appointed by the owner of a rental house to be responsible for duties established by this code for a rental house.

LODGING ESTABLISHMENT: Any building or other structure and property or premises kept, used, maintained, advertised or held out to the public to be a place where sleeping accommodations are furnished for pay to one or more transient guests. This term includes hotels, motels, bed and breakfasts, lodges, resorts, and other similar premises which only serve transient guests.

OWNER: An owner, manager, landlord, agent, or other person having control of any rental house.

RENTAL INSPECTOR: an employee or employees of the city of Mitchell who are designated and authorized to perform the duties of the rental inspector under this chapter.

RENTAL HOUSE: A building or a portion thereof used exclusively for permanent residential occupancy, including single-family dwellings, multi-family dwellings, apartments, condominiums, townhouses, and mobile homes.

RENTAL UNIT: An area of a rental house intended for occupancy by a single family with such area having dedicated living, cooking, sleeping, and sanitary facilities.

TRANSIENT GUEST: Any person who resides in a lodging establishment less than twenty-eight (28) consecutive days.

4-12-2: Scope and Application

This chapter applies to all rental houses except as further provided by this section. This chapter does not apply to facilities that may otherwise meet the definition for a rental house but:

- A. are owned or operated by a governmental entity;
- B. are owned or operated by an educational institution;
- C. are a public or private campground; or
- D. are a lodging establishment that only serves transient guests; or
- E. are an assisted living or similarly orientated facility.

4-12-3: License Required

No owner of any rental house may lease, rent, or permit to be leased or rented, any rental unit within the city without first being issued a rental house license that reflects a passing grade for such rental unit from the city and paying all fees pertaining thereto. An owner may be temporarily exempt from this requirement during the initial implementation of this chapter only as provided in Section 4-12-4 below.

4-12-4: Initial Implementation

A. The adoption of this rental housing code is not intended to require the discontinuance of any existing rental house use due to an initial lack of a rental house license.

B. Owners of existing rental houses shall promptly apply for a rental house license within thirty (30) days of the rental housing code going into effect. Initial inspections will be scheduled and conducted as time and staffing permits.

C. So long as an application for a rental house license is submitted during the thirty (30) day period, a rental unit covered by such pending application may continue to be rented and occupied without a rental house license being issued. Such operation without a rental house license shall not extend beyond initial inspection and the deadline provided for completing any remedial actions arising out of the initial inspection.

D. Applications for rental house licenses for rental houses which were not existing at the time of adoption may be granted the same temporary operation periods by the rental inspector if the volume of initial inspections to be conducted will unreasonably delay the initial inspection for the new rental house.

Commented [JJ1]: Applies to everything except the types we list as exempt.

Commented [JJ2]: Require every rental house to be licensed
Allowance for initial implementation

Commented [JJ3]: Owners can keep renting while inspections get rolling

Commented [JJ4]: Grace period ends when they need to have everything fixed after the inspection takes place

Commented [JJ5]: If a new rental comes along, they don't have to be inspected before they start until we get all the initial inspections caught up.

E. Once applications received under the conditions described by this section are all processed, no new rental house license applicants will be allowed to begin operating a new rental unit without first passing initial inspection and being issued a rental house license covering the rental unit under the further procedures set by this chapter.

Commented [JJ6]: Once all the initial inspections are caught up, then new applications get processed normally and people will have to get new units checked before they start operating.

4-12-5: Application and Appointment of Local Agent

A. Each owner of a rental house shall complete an application form provided by the city and submit the application to the finance officer. The owner must identify the location of each rental house under the owner's control within city limits and provide the number of rental units in each rental house. An owner need only hold one rental house license, but each rental house and rental unit under the owner's control must be identified under that license. The effectiveness of a rental house license applies independently to each rental house and rental unit as further provided by this chapter.

Commented [JJ7]: Owner has to apply for a license and list each house and the units in them. Owner only needs one license which covers all their buildings and units, but the individual units and buildings all still need to pass inspection independent of each other.

B. The owner shall appoint a local agent, which may be the owner if the owner meets all the requirements in the definition of local agent. The owner must provide the name, address and telephone number of the local agent. Any notices pertaining to the administration of this article or of any provisions of the city's laws, rules, regulations, resolutions, ordinances and codes pertaining to such rental house shall be served upon the local agent and service upon the local agent will constitute service upon the owner. The local agent shall be present during the inspection of the rental house.

Commented [JJ8]: Owner has to designate a local contact. Needs to be someone here or within 75 miles. Can be the owner if they are here and are person and not an entity. Agent gets all the notices and has to be present for inspections.

4-12-6: Processing of New Applications

A. Upon submission of a complete application for a rental house license, along with payment for any fees which apply, the finance officer will forward the application to the rental inspector for processing. The rental inspector will schedule an initial inspection within sixty (60) days to determine compliance with the standards provided by this chapter.

Commented [JJ9]: Applications come in and get scheduled for an inspection

B. Each individual rental house and rental unit is evaluated independently for compliance with the standards of this chapter. A rental house with multiple rental units will receive a separate grade for the rental house itself, such grade representing conditions in common areas outside of rental units if applicable, and each rental unit. A rental house with only one rental unit will receive only one grade that reflects compliance both as a rental house and a rental unit.

Commented [JJ10]: Houses and units are evaluated independently. Each part gets graded separately.

C. A rental unit will be given a passing grade if it meets all of the standards applicable to rental units provided by this chapter. A rental house will be given a passing grade if it meets all the standards applicable to rental houses provided by this chapter. A rental house license will be issued to an owner who has at least one rental house, with at least one rental unit, which receive passing grades.

Commented [JJ11]: Everything meets standards, it passes. Everything passes, owner gets a license.

D. If a rental house receives a failing grade, any rental unit impacted by the non-compliant condition of the rental house cannot receive a passing grade. If a rental unit in

a rental house receives a failing grade, the rental house and other rental units in the rental house which are compliant can still receive passing grades.

Commented [JJ12]: Failures in common areas can potentially cause a failure for units impacted by that failure. Failures in units do not have an impact outside of that unit.

E. If an owner has a rental house or rental unit fail inspection, such failure shall only pertain to the actual rental house or rental units that are directly impacted by the non-compliant conditions. Such failure does not prevent an owner's other rental houses or rental units which are not directly impacted by the non-compliant conditions from receiving passing grades.

Commented [JJ13]: Owner has a bunch of different houses. A failure at one house doesn't mean all their houses fail.

F. An owner holding a rental house license seeking to add a new rental house or rental unit shall submit an updated application and pass initial inspection as provided above as to any newly added rental house or rental unit before occupancy of the new rental house or rental unit is permitted.

Commented [JJ14]: If an owner is adding a house or units, they need to update their application and have the new stuff inspected before it gets rented.

G. A rental house license shall become effective upon receiving a passing grade for at least one rental house with at least one passing rental unit and shall remain in effect per calendar year unless the rental house license is suspended, revoked, or terminated as further provided by this chapter.

Commented [JJ15]: Owner just needs one license that remains in effect per calendar year. They have to renew the license annually, do inspections as required, and fix any issues.

4-12-7: Inspections and Renewals.

A. Once an application is received, and an initial inspection is scheduled, the local agent will arrange for any of the locations identified for inspection to be open and accessible on the date and time provided. The local agent shall be present for inspection and ensure that all items to be inspected are observable and testable by the rental inspector. The rental inspector will inspect the identified rental houses and rental units to ensure compliance with the provisions of this chapter. The rental inspector will create a report based on the conditions observed and issue a passing or failing grade to each rental house and rental unit inspected. If non-compliant conditions are found during an inspection, the rental inspector will issue an order to correct at the completion of the inspection which details the conditions that require correction and sets a deadline for the non-compliant conditions to be corrected. For new rental house licenses, or for new rental houses or rental units being added to an existing rental house license, no occupancy is permitted without receiving a passing grade prior to the rental unit being occupied, except as provided in Section 4-12-4 above.

Commented [JJ16]: Basics for inspections- get app, schedule, have agent be present and prep site, do the inspection

Commented [JJ17]: Make a report

Commented [JJ18]: Order issued at the time of inspection if problems identified.

Commented [JJ19]: New stuff should not be occupied before passing inspection.

B. If no non-compliant conditions are identified during initial inspection, or if non-compliant conditions are identified during the initial inspection but are corrected within the deadline provided by the rental inspector, a rental house or rental unit will be given a passing grade and may be occupied. Such passing status will remain in effect until the time the rental house or rental unit is next inspected.

Commented [JJ20]: If it passes, or they fix the stuff that needs to be fixed and then it passes, then that passing status stays in place as to those places until the next inspection

C. If non-compliant conditions are identified during the initial inspection for a rental house or rental unit and owner fails to complete the corrections within the deadline provided by the inspector, the owner may request reinspection once the repairs are complete.

Commented [JJ21]: This scenario deals with a new house that is unoccupied when it fails the initial inspection and then also fails to complete corrections on time.

D. Rental houses and rental units that have received a passing grade will be placed on a schedule for reinspection. As part of the inspection report provided to owner, the rental inspector will list the next anticipated reinspection date. The scheduled reinspection will be no earlier than 12 months from the date of passing. The rental inspector will provide a written notice to the local agent approximately sixty (60) days in advance of the next scheduled reinspection with a date and estimated time of the reinspection. A scheduled reinspection uses the same procedure as initial inspections. A report, in like form as initial inspections, will be provided to local agent following reinspection.

Commented [JJ22]: Basics for reinspection-scheduled at least 12 months out, provide notice of date, use same basic procedures as initial inspections

E. An inspection for cause may be necessary based upon a complaint filed with the city in relation to a rental house or rental unit. For an inspection for cause, the rental inspector will provide as much notice as is practicable under the circumstances to the local agent for the property to be inspected. An inspection for cause is not intended to be a full inspection. An inspection for cause is intended to be focused on the specific items in the complaint, but if other non-compliant conditions are discovered incidental to the inspection for cause, they must be addressed. A report, in like form as initial inspections, will be provided to local agent following an inspection for cause. An inspection for cause will not change the date of the next scheduled reinspection.

Commented [JJ23]: This would allow inspections as needed if complaints come in about substandard conditions.
If it happens, we'd go in and look at that specific thing giving as much notice as possible. Emergencies would obviously need to happen faster.
If other violations are found, then those would get addressed, but we wouldn't be going out of our way to look for other stuff.

F. If during an inspection for cause or a scheduled reinspection a non-compliant condition is identified, the rental inspector will issue an order to correct in like form as initial inspections. If the rental house or rental unit is occupied, a non-compliant condition will not require the tenant to vacate the premises during the time provided for the non-compliant condition to be corrected unless the failure poses an imminent risk of serious injury or death. If a non-compliant condition is not corrected within the time provided, the owner may be required to remove tenants from the premises if the rental house license is suspended or revoked as to the occupied location.

Commented [JJ24]: Orders to correct will identify issues found and give deadlines for correction.

G. For any inspection where a deadline for correcting non-compliant conditions has been set, the rental inspector may extend such deadline if the city determines the circumstances warrant an extension. Factors that may weigh in favor of an extension include, but are not limited to, the corrective action being in progress but incomplete, prevention of corrections by tenant actions, and the occurrence of circumstances outside the owner's control which prevented or delayed correction.

Commented [JJ25]: We don't want to make anyone get out unless it's a very serious issue.

Commented [JJ26]: If they aren't fixing the problem, then we'd look to terminate or suspend the rental license which would require the unit to be vacated.

Commented [JJ27]: Broad authority to extend correction deadlines

4-12-8: Renewals, Transfers, and Updating Information.

A. For annual renewals, an owner shall submit a renewal application, pay any fees associated with the rental house license, complete any scheduled reinspection or inspection for cause that is necessary, and correct any non-compliant conditions within the completion deadline provided by the city if any non-compliant conditions were identified. Renewal applications must be submitted to the rental inspector no later than November 30th of each year. Any rental house license not approved for renewal by the end of the calendar year shall automatically terminate and such owner must follow the process for obtaining a new rental house license if they intend to resume operations.

Commented [JJ28]: Procedure for renewals

B. A rental house license, or a rental house under a rental house license, may be transferred to another owner by submitting a transfer application. The transfer application will identify if the transfer is for the entire rental house license or for a rental house under the rental house license. The application will identify the current owner and the proposed owner for the identified rental house or rental house, and any impacted rental units. Once a completed transfer application is received, along with payment of any applicable fees, the rental inspector will process the request. The request will be effective once the inspector has determined that the request does not result in a violation of this chapter.

Commented [JJ29]: Procedure for transfers

C. For any change in information an owner may have regarding a rental house license, such as an addition or removal of a rental house, change in local agent, or contact information, an owner shall submit an updated application form with the new information. Once an updated application is received, along with payment of any applicable fees, the rental inspector will process the request. The request will be effective once the inspector has determined that the request does not result in a violation of this chapter.

Commented [JJ30]: Procedure for info updates

4-12-9: Suspension and Revocation

A. If an inspection identifies non-compliant conditions in a rental house or rental unit for which the tenant was not required to vacate and such conditions are not corrected within the deadline provided for corrections, or any extensions thereof, a rental house license shall be suspended as to the impacted rental house or rental unit. In this scenario, the suspension is effective upon the expiration of the deadline provided for corrections unless the order to correct has been appealed in which case the suspension will not become effective until after the appeal is complete and the order to correct is upheld.

Commented [JJ31]: Scenario 1 for suspension- fail inspection and don't fix stuff in time. Not life-threatening conditions

Commented [JJ32]: Effective once the deadline passes except if appealed

B. If an inspection identifies non-compliant conditions in a rental house or rental unit posing an imminent risk of serious injury or death for which the tenant must vacate the rental house or rental unit, a rental house license shall be suspended as to the impacted rental house or rental unit. In this scenario, the suspension is effective immediately upon the issuance of the order to correct. If the order to correct is appealed, such appeal will not remove the requirement for the impacted rental house or rental unit to be vacated until such time as the conditions are corrected or the appeal results in a determination that an imminent risk of serious injury or death did not exist at the time the order to correct was issued.

Commented [JJ33]: Scenario 2 for suspension- Fails with life-threatening conditions. Requires immediate vacancy of the unit(s)

C. If a rental house license has been suspended as to a rental house or rental unit, the owner must cause the impacted rental house or rental unit to be vacated during the period of suspension. The period of suspension may not be less than the time it takes for the impacted rental house or rental unit to complete necessary corrections and pass inspection.

Commented [JJ34]: Effective at the time of inspection and appeal does not stop the house from needing to be vacant unless the appeal finds the conditions weren't severe enough to warrant that in the first place

Commented [JJ35]: Place the burden on the owner to get the occupants out of the house when necessary.

D. If an owner has had their rental house license suspended multiple times in relation to a specific rental house or rental unit, or if an owner has had their rental house license suspended multiple times in relation to different rental houses or different rental units under the same rental house license, the city may revoke the rental house license as to either the specific rental house or rental unit which has been repeatedly suspended or as to the rental house license in its entirety. Factors that may weigh in favor of revoking the rental house license include, but are not limited to, the number, frequency, types, locations, and severity of violations, as well as the effectiveness and timeliness of required corrections for violations.

Commented [JJ36]: Sets two different ways things can lead to termination. Adds factors to consider for termination

E. The rental inspector may recommend to the city council that a rental house license be revoked. The city council will hold a hearing on all rental house license revocations prior to the revocation becoming effective. However, if a suspension of the rental house license is in effect, a pending revocation hearing does not prevent the suspension from being effective while awaiting the revocation hearing. The rental inspector will provide a written notice of the proposed revocation to the local agent which identifies the rental house license, rental house, or rental unit subject to revocation, provides a summary of facts and violations giving rise to the proposed revocation, and provides the time, date, and location of the hearing. Revocation hearings will use the hearing procedure provided for in Section 4-12-10 below.

Commented [JJ37]: Process for starting a termination

4-12-10: Violations, Enforcement, Appeals, and Hearings

A. Any owner or local agent who violates any provision of this chapter shall be subject to the general penalty provided under Section 1-4-1 of the Mitchell City Code.

Commented [JJ38]: General penalty

B. The rental inspector is authorized to take such lawful actions as are necessary to carry out the provisions of this chapter including, but not limited to, scheduling inspections, creating reports, issuing orders, establishing deadlines, imposing applicable administrative fees, suspending rental house licenses, recommending revocation of a rental house license to the city council, and referring matters to the city attorney for legal action.

Commented [JJ39]: General authority for rental inspector

C. An owner may appeal the issuance of an order to correct by submitting a written notice of appeal to the rental inspector within five (5) days of the issuance of an order to correct. The written appeal must identify the owner, reference the order to correct being appealed, including the impacted rental house or rental units, and contain a clear and concise statement of the grounds on which the owner claims that the non-compliant conditions identified in the order to correct are actually compliant. The written notice of appeal must be signed by the owner and received by the rental inspector within the appeal window provided. Upon receipt of a complete written notice of appeal within the appeal window, the rental inspector will set the matter for a hearing with the city council and provide notice of the time, date, and location of the hearing to the local agent.

Commented [JJ40]: How an owner can appeal an order to correct and what they need to provide to do it

D. The following hearing rules and procedures apply to appeals for an order to correct and to rental house license revocations.

Commented [JJ41]: If we get an appeal, rental inspector will schedule it with council

1. At the hearing, an owner may appear, call witnesses, provide testimony and evidence, cross examine witnesses, and rebut evidence presented. An owner who fails to appear and present their case is deemed to have waived their right to a hearing provided proper notice was provided.

Commented [JJ42]: Rights at the hearing, consequence of not appearing.

2. For appeals of an order to correct, the city must prove, by a preponderance of the evidence, that conditions existed at the time of inspection that violated the standards provided by this chapter.

Commented [JJ43]: Not as high of a standard as criminal matters since this is a civil/administrative issue

3. For revocations, the city must first prove, by a preponderance of the evidence, that multiple violations have occurred either at the same rental house or rental unit or at different rental houses or rental units under owner's rental house license. If so, the council must determine whether the continuing risk to public health and safety outweighs the owner's interest in continuing operations. The council will consider the factors identified in Section 4-12-9 above, and any other factors relevant to such determination. If the council determines that the continuing risk to public health and safety outweighs the owner's interest in continuing operations, the council shall revoke the rental house license in whole or in part. The rental house license will be revoked in part if the owner's interest in continuing operations outweighs the continuing risk to public health and safety under that portion of the rental house license that will remain. The rental house license will be revoked in full if the owner's interest in continuing operations is outweighed by the continuing risk to public health and safety if any of the rental house license were allowed to remain.

Commented [JJ44]: This process is very involved. Council has to consider a bunch of factors and weigh the risks of letting the rental continue. If the risk is too great then the license is revoked in full or in part. Just in part if the risk can be mitigated by partial revocation (just the place or places that have been having problems). In full if the risk can only be effectively reduced by full revocation (every place the owner has whether it had problems or not).

Ideally, it never gets to revocation. And if it does, hopefully it never gets to full revocation.

4. Upon conclusion of the hearing, the city council will provide a written determination to include a summary of relevant facts and administrative conclusions explaining how the standards of this chapter apply to the facts and lead to the council's decision.

Commented [JJ45]: Need to identify the key facts in reaching the decision and explain how that leads to the result council is reaching. Need to make sure these are well established in case the decision is challenged in court.

5. For appeals of an order to correct, the written determination will be filed with the rental inspector and provide whether the order to correct is upheld in full, partially upheld and partially reversed, or reversed in full. If reversed, the conditions which were found to not be in violation pursuant to the appeal may not serve as grounds for suspension for purposes of that inspection. If after appeal, no grounds remain to support the order to correct, then the suspension will be lifted. If after appeal the order to correct was upheld, in whole or in part, the rental house license will be suspended until such time as the remaining non-compliant conditions have been corrected and pass inspection.

Commented [JJ46]: How to handle the various appeal outcomes

6. For revocations, the written determination will be filed with the rental inspector and thirty (30) days thereafter, the rental house(s) or rental unit(s) which were revoked must be vacated and may not be leased or rented, or permitted to be leased or rented, for a period of at least one (1) year from the date of revocation, or in the event of judicial review, one (1) year from the date of the final decree upholding the revocation and the exhaustion of judicial appeal options. After such one (1) year

Commented [JJ47]: Consequence of revocation is they can't rent it for a year and then need to reapply

period, the impacted rental house or rental unit may only be leased or rented, or permitted to be leased or rented, by completing the new or updated application process.

7. For both appeals of an order to correct and revocations, an owner may seek judicial review of such decision of the city council to the South Dakota circuit court in Davison County, unless owner failed to exhaust the city's available appeals processes. The rental house or rental unit which is the subject of the judicial review shall maintain the same occupancy status it held while the appeal or revocation was pending with the city unless the court issues an injunction preventing the city from enforcing such status. The circuit court may review all questions of law and fact de novo and apply the same factors and tests provided by this chapter for the city council in making determinations on appeals of an order to correct and revocations.

Commented [JJ48]: Provide some guidelines to decisions being taken to court

4-12-11: Fees

In addition to any penalty that may apply under Section 4-12-10 above, the city council may set and impose administrative fees by resolution. The fees set by the city council may include fees for applications, updates, transfers, renewals, and hearings, or other administrative matters relative to this chapter for which the city council determines a fee is appropriate. The fees may also include administrative fees for violations of the provisions of this chapter such as renting without a valid rental house license and inspection status, failure to be present for an inspection, failure to prepare the rental house or rental unit for inspection, failure to maintain a rental house or rental unit up to the standards set by this chapter, failure to correct non-compliant conditions by the deadline provided to complete such corrections, failure to submit for renewal on time, failure to prevent occupancy during periods of suspension, revocation, or termination, or violations of this chapter for which the city council determines that a fee is appropriate.

Commented [JJ49]: Set these by resolution. Listed out a bunch that I could think of off the top of my head, but we can also do more if it didn't make the list.

4-12-12: Inspection Standards

A. General Standards

1. Each rental unit must have a heating system which provides heat to each habitable room.
2. Roof must be leak free and visibly intact.
3. Walls and ceilings must be in safe condition.
4. Private sidewalks and walking paths must be in safe condition free of tripping or other hazards.
5. Flooring must be in safe condition free of tripping or other hazards.
6. Balconies, porches, and landings that are thirty inches (30") above grade must have guardrails and vertical spacings no farther than four inches (4") apart.
7. Steps must have uniform riser height and tread and decks and landings must be in safe condition.
8. Stairways with 4 or more risers must have a handrail compliant with city code.

Commented [JJ50]: These are the actual standards that we will be inspecting for. I won't comment on each of them.

Commented [JJ51]: There was a lot of discussion on whether to require this or not.

9. Passageway and stairways in rental houses with multiple rental units must be adequately lighted at all times.
10. Each habitable room must have a functional ceiling or wall mounted light fixture with a switch or switched outlet for a lamp.
11. Cover plates for outlets, switches, and junction boxes must not be broken.
12. Switches, outlets, and electrical fixtures in good working order.
13. Extension cords must not be substituted for permanent wiring.
14. Smoke detectors must be located where required by city code. Smoke detectors must be hardwired with battery backup and be unexpired at the time of inspection.
15. At least one carbon monoxide detector, or dual CO/smoke detector, must be located near mechanical room.
16. The water heater must have a pressure relief valve with an extension pipe directing to the floor.
17. Plumbing fixtures must operate properly.
18. Plumbing fixtures must have traps where necessary to prevent the infiltration of sewer gases.
19. Clean-out openings and floor drains must have proper covers.
20. Combustive gases must be vented outside as required by code.
21. Fuel burning devices must not be present where prohibited by code.
22. Owner supplied kitchen appliances must be in safe working order.
23. Window glass must not be missing or broken.
24. Windows designed to open and close must be able to open and close properly without the use of a separate means of support.
25. Windows within six feet (6') of the ground must have functional locks.
26. Window types and locations must be compliant with city code, including emergency escape and rescue openings for all bedrooms.
27. Bathrooms must have a functional window or exhaust fan vented outside.
28. Exterior doors must function without any component requiring considerable force and must have functional locks.
29. Address numbers must be visible from the street and numbers must be at least four inches (4") in height and minimum one-half inch (1/2") in width.
30. Rental houses and rental units must not have areas or materials that are damp or leaking which are not designed for such wet conditions.
31. The property must be kept free of infestation by rodents, vermin, insects, and other pests, as well as conditions which may encourage such infestation.
32. Rental houses and rental units shall be kept free of building materials or conditions which generate noxious odors, such as carpet soiled by pet waste.
33. The property must be kept free of any nuisance code violations.

B. Implementation and Tenant Notices

For purposes of implementing this chapter, certain conditions of rental houses and rental units which are occupied at the time of implementation of this code will be deemed to have legal non-conforming status. Legal non-conforming status will lapse if either the rental house or rental unit remains unoccupied for a period of six (6) months or the

Commented [JJ52]: There was a lot of discussion on whether or not to grandfather units that were originally constructed without emergency escape and rescue openings in basement bedrooms.

After discussion, the ordinance is being presented to council with the general requirement to have emergency escape and rescue openings for all new rental units. However, there will be some grandfathering for existing rental units (which is covered below).

property changes ownership. The following standards are eligible for legal non-conforming status:

1. For standard 4-12-12(A)(6), vertical spacings in old construction do not need to be re-spaced to meet the requirement, but any broken or missing vertical spacings must be repaired or replaced.
2. For standard 4-12-12(A)(7), stairs without uniform risers in old construction do not need to be replaced, but must be in safe working condition.
3. For standard 4-12-12(A)(14), smoke detectors in old construction that are not hardwired do not need to be hardwired, but must be functional and unexpired.
4. For standard 4-12-12(A)(26), emergency escape and rescue openings below ground level must have a net clear opening of at least five (5.0 ft²) square feet. Emergency escape and rescue openings at or above ground level must have a net clear opening of at least three and three-tenths (3.3 ft²) square feet and a total opening of at least five (5.0 ft²) square feet.
5. For standard 4-12-12(A)(27), existing rentals are exempt.

C. If a property has legal non-conforming status, the owner is required to make existing and prospective tenants aware of the specific conditions receiving legal non-conforming status in writing as to the rental house or rental unit having such conditions. The owner must also notify existing and prospective tenants if lead pipes serve water to the rental house or rental unit and if the electrical in the rental house or rental unit is not up to state standards.

D. Hazardous Mold

The City will not inspect or test for mold as part of the City's normal inspection process. However, if a tenant provides a report from a professional mold testing company which indicates the presence of hazardous mold in a rental house or rental unit, the presence of such hazardous mold shall be treated as a violation found during an inspection for cause. Hazardous mold shall remediate the hazardous mold in accordance with professional standards and repair the conditions which allowed the hazardous mold to grow.

4-12-13: Status Registry

City will maintain a status registry on its website for each rental house or rental unit which has been inspected. The registry will show whether the rental house or rental unit currently holds a passing or failing grade. The registry will also list the last time a rental house or rental unit was subject to a suspension or revocation.

4-12-14: Severability

If any section, sentence, clause, or phrase of this chapter is for any reason held to be invalid, unenforceable or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter and the remainder shall remain in full force and effect.

Commented [JJ53]: Grandfather status, and what conditions make it go away.

Commented [JJ54]: These are the conditions that get grandfather status and how that applies to each standard

Commented [JJ55]: This would allow some limited grandfathering for egress windows. It also gives a little more flexibility for rooms that are at or above ground level vs in the basement.

Commented [JJ56]: Sets certain conditions that landlords will need to notify existing and prospective tenants of

Commented [JJ57]: This is complaint based and we need to be presented with a credible test from a professional tester before we would take action.

Commented [JJ58]: I know there was some concern about what was being made available and how current it would be kept. We kept it minimal as to what's required while still providing the things people care most about.

Commented [JJ59]: Standard language for a program like this

4-12-15: Application with Other Codes

The adoption of this chapter does not preclude other generally applicable codes adopted by the city from applying to rental houses or rental units. The duties and obligations imposed by this chapter are in addition to, not in replacement of, other such codes.

Commented [JJ60]: clarifies that things like the building, fire, nuisance codes, all still apply on their own

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, unless the referendum is invoked within 20 days, this ordinance shall become effective as of January 1, 2026.

Commented [JJ61]: Ordinance would become effective Jan 1 to allow time for further development of the program prior to it becoming effective, authorize staffing, hire employees, set fees, etc.

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: _____

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 19, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing & First Reading on Ordinance #O2025-07, Rezoning of N 90' of Lot 3, plus the N 90' of the E 25' of Lot 4; the N 90' of Lot 5, plus the N 90' of the W 25' of Lot 4; and the S 76' of Lot 5, plus the S 76' of the W 12' of Lot 4, all in Block 2 of Home Park Original Addition, in the NE ¼ of Section 20-103-60, Davison County, SD; be changed from R4 High Density Residential District to TWC Transportation, Warehousing and Commercial District		
Explanation/Background of Agenda Item Requested:	AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; N 90' of Lot 3, plus the N 90' of the E 25' of Lot 4; the N 90' of Lot 5, plus the N 90' of the W 25' of Lot 4; and the S 76' of Lot 5, plus the S 76' of the W 12' of Lot 4, all in Block 2 of Home Park Original Addition, in the NE ¼ of Section 20-103-60, Davison County, SD; be changed from R4 High Density Residential District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME. Planning Commission motioned to recommended approval. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 05-12-25.		

ORDINANCE NO. O2025-07

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; N 90' of Lot 3, plus the N 90' of the E 25' of Lot 4; the N 90' of Lot 5, plus the N 90' of the W 25' of Lot 4; and the S 76' of Lot 5, plus the S 76' of the W 12' of Lot 4, all in Block 2 of Home Park Original Addition, in the NE ¼ of Section 20-103-60, Davison County, SD; be changed from R4 High Density Residential District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

BE IT ORDAINED BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; N 90' of Lot 3, plus the N 90' of the E 25' of Lot 4; the N 90' of Lot 5, plus the N 90' of the W 25' of Lot 4; and the S 76' of Lot 5, plus the S 76' of the W 12' of Lot 4, all in Block 2 of Home Park Original Addition, in the NE ¼ of Section 20-103-60, Davison County, SD; be changed from R4 High Density Residential District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the ____ day of _____, 2025.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

FIRST READING: May 19, 2025
SECOND READING: June 2, 2025
ADOPTION: June 2, 2025



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

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

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

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

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

- Applicant is request to rezone property from R4 District to TWC 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: [Click or tap here to enter text.](#)

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

This Application is for the following described real property:

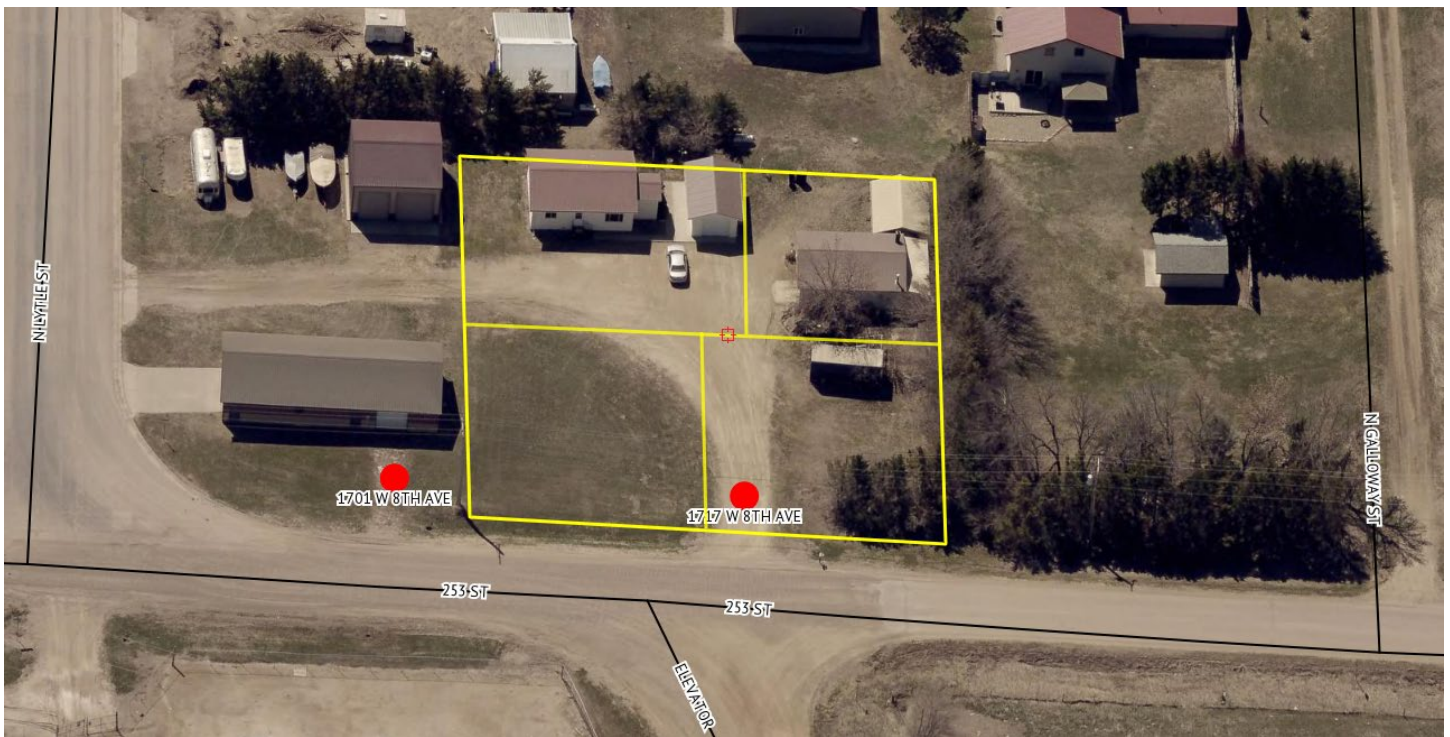
Legal Description: N 90' of Lot 3, plus the N 90' of the E 25' of Lot 4, the N 90' of Lot 5, plus the N 90' of the W 25' of Lot 4, and the S 76' of Lot 5, plus the S 76' of the W 12' of Lot 4, all in Block 2 of Home Park Original Addition, in the NE ¼ of Section 20-103-60, Davison County, SD.

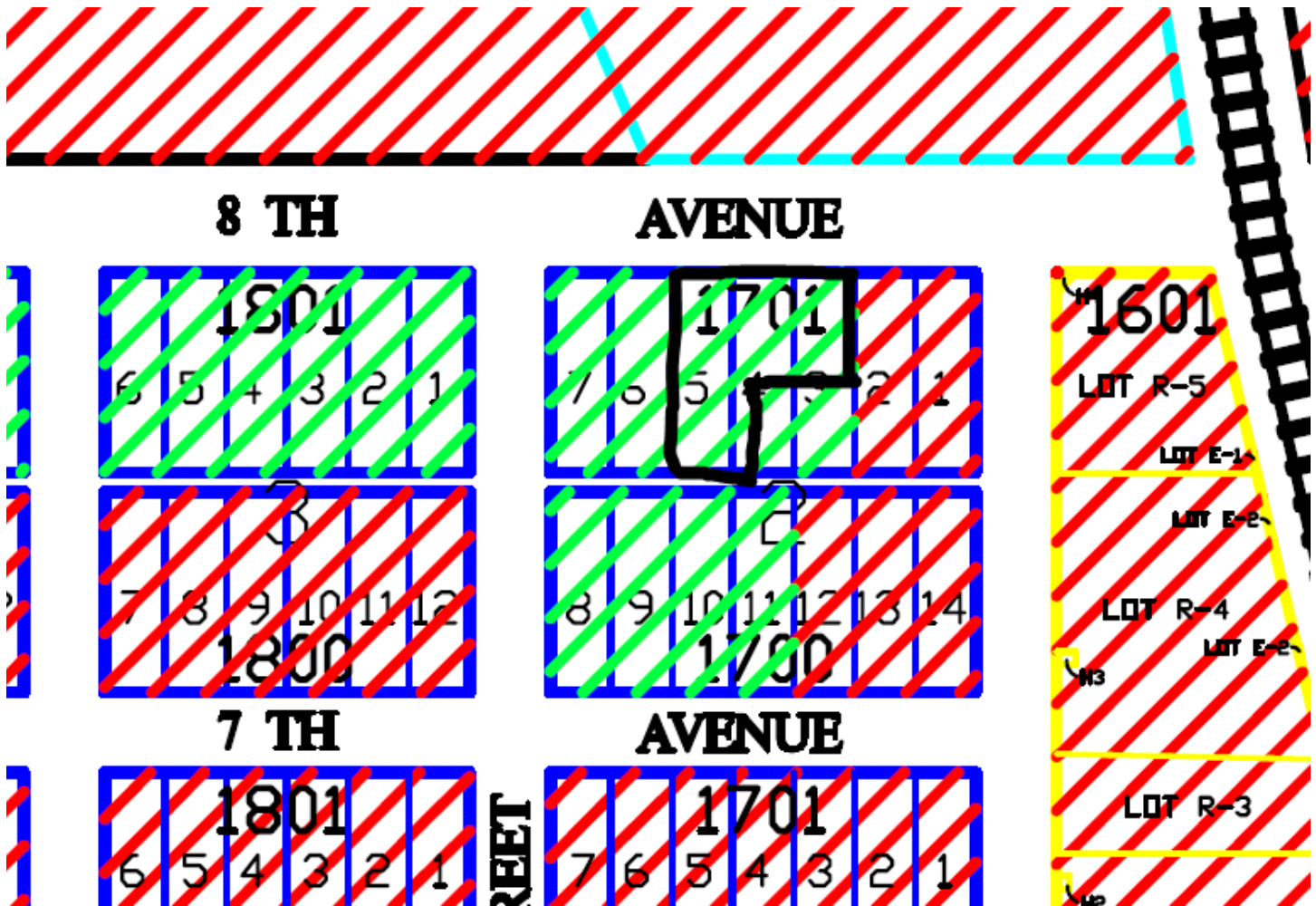
Property Address: 1717 W. 8th St.

Dated this 17th **of** April **,** 2025.

Gold Key Properties LLC/Pam Bathke
APPLICANT

Gold Key Properties LLC/Pam Bathke
OWNER





NOTICE OF HEARING

TO: Mitchell City Planning Commission, City Council, and the General Public:

The City Planning Commission has scheduled a public hearing and action on the following ordinance. The Planning Commission hearing will be Monday, May 12, 2025 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, May 19, 2025 at 6:00 p.m. and 2nd Reading and Adoption on Monday, June 2, 2025 at 6:00 p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

ORDINANCE NO. O2025-

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; N 90' of Lot 3, plus the N 90' of the E 25' of Lot 4; the N 90' of Lot 5, plus the N 90' of the W 25' of Lot 4; and the S 76' of Lot 5, plus the S 76' of the W 12' of Lot 4, all in Block 2 of Home Park Original Addition, in the NE ¼ of Section 20-103-60, Davison County, SD.; be changed from R4 High Density Residential District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

BE IT ORDAINED BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; N 90' of Lot 3, plus the N 90' of the E 25' of Lot 4; the N 90' of Lot 5, plus the N 90' of the W 25' of Lot 4; and the S 76' of Lot 5, plus the S 76' of the W 12' of Lot 4, all in Block 2 of Home Park Original Addition, in the NE ¼ of Section 20-103-60, Davison County, SD.; be changed from R4 High Density Residential District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the ____ day of _____, 2025.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

FIRST READING: May 19, 2025
SECOND READING: June 2, 2025
ADOPTION: June 2, 2025

Published three times: April 30, 2025 and May 7 and 21, 2025
Approximate Costs:

Gold Key Properties LLC
1660 E 8th Ave
Mitchell, SD 57301

Bertha King
2124 W 8th Ave
Mitchell, SD 57301

CHS Inc
PO Box 64089
St. Paul, MN 55164

CJG Properties LLC
909 N Main St
Mitchell, SD 57301

Steven & Linda Walberg
1620 W 7th Ave
Mitchell, SD 57301

Craig & Brenda Freidel
40 Bay Hill
Mitchell, SD 57301

Brandon & Kristin Vilhauer
2924 Dailey Dr
Mitchell, SD 57301

Gary Donvito
1602 W 7th Ave
Mitchell, SD 57301

Warner & Verylis Boyd
400 N Main Ave
Unit 5
Tea, SD 57064

April 30, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Gold Key Properties LLC is requesting the following property legally described as; N 90' of Lot 3, plus the N 90' of the E 25' of Lot 4; the N 90' of Lot 5, plus the N 90' of the W 25' of Lot 4; and the S 76' of Lot 5, plus the S 76' of the W 12' of Lot 4, all in Block 2 of Home Park Original Addition, in the NE ¼ of Section 20-103-60, Davison County, SD; be changed from R4 High Density Residential District to TWC Transportation, Warehousing and Commercial District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, May 12, 2025 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, May 19, 2025 at 6:00 p.m. and 2nd Reading and Adoption on Monday, June 2, 2025 at 6:00p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

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

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

I/We Steve & Linda Walberg
OWNER
1620 West 7th Ave Mitchell SD 57301
ADDRESS

 APPROVE

X DISAPPROVE

COMMENTS: If fill is hauled in to raise elevation to build a large building. This will cause flooding to my property. what does TWC Districts allow? what are the plans for property
Need for rezoning. Keep R4
Steve Walberg